



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 1

CONTRACT #: AR3759

Starting Date: 09/15/2021

Expiration Date: 09/14/2026

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Medallia, Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Exercise 1-year renewal option. New expiration date 9/14/2027

Attachment C: in the Master Agreement is hereby amended as follows:

- Attachment C Price Schedule is hereby deleted in its entirety and replaced with the attached revised Attachment C: Price Schedule herein this Amendment 1.

Attachment D: in the Master Agreement is hereby amended as follows:

- The "Medallia Master Subscription Agreement" attached herein this Amendment 1 is incorporated as Attachment D: End User License Agreement.

Effective Date of Amendment: 06/05/2026

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

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

CONTRACTOR

STATE OF UTAH

Signed by:

Karl Knoll

7/17/2026

DocuSigned by:

[Signature]

7/28/2026

Contractor's Signature

Date

Director, State of Utah Division of Purchasing

Date

Karl Knoll

Contractor's Name (Print)

Title (Print)

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Laurel deLagerheim	801-957-7121	ldelagerheim@utah.gov	AR3759

Medallia

MASTER SUBSCRIPTION AGREEMENT

This Medallia Master Subscription Agreement (the “**Agreement**”) is applicable for end user (“**Customer**”) use of Medallia Products governed by the NASPO Citizen Engagement Platforms Contract AR3759 and Medallia, Inc. and its subsidiaries and affiliated group companies (“**Medallia**”). Medallia provides experience management products (the “**Medallia Products**”). This Agreement establishes the terms and conditions for the purchase and provision of subscriptions to Medallia Products and related professional services provided by Medallia (“**Professional Services**”).

1. ORDERS

a. General

This Agreement does not itself obligate the parties to purchase or provide subscriptions to Medallia Products or Professional Services. Such obligations will be documented in ordering documents that describe the relevant Medallia Products or Professional Services scope and the related fees (an “**Order**”). An explicit conflict between these agreements will be resolved according to the following order of precedence: (1) an Order; and (2) this Agreement.

2. PROVISION OF MEDALLIA PRODUCTS

Medallia will make Medallia Products available to Customer through the web browsers and mobile applications specified on the Order and will maintain the hardware and software necessary to provide Medallia Products. Details of the relevant Medallia Products, and applicable service level agreement and support terms will be set forth in the applicable product and services descriptions (the “**Documentation**”). Medallia will provide Customer with access to every product improvement consistent with the scope established in the Order, when and if generally available.

3. MEDALLIA PRODUCTS AND PROFESSIONAL SERVICES WARRANTY

a. Express Warranties

Medallia Products will perform in a manner consistent with the Documentation, this Agreement and Order(s) (the “**Solution Warranty**”). Professional Services will be provided in a true and workmanlike manner, consistent with this Agreement and the Order (the “**Services Warranty**”).

b. Remedy for Failure of the Solution Warranty

Upon receipt of written notice of a Solution Warranty breach, Medallia will provide a correction at no charge. If Medallia cannot correct the breach within forty-five (45) days from receipt of the warranty notice, then Customer may terminate the affected Order at any time within the next thirty (30) days and receive: (i) if the breach notice was received fewer than ninety (90) days after the Effective Date, a refund of applicable subscription fees paid; or (ii) if the notice was received at any other time, a prorated refund of subscription fees from the date of the warranty notice. This is Customer’s sole and exclusive remedy for a breach of the Solution Warranty.

c. Remedy for Failure of the Professional Services Warranty

Upon receipt of written notice of a Services Warranty breach, Medallia will re-perform the

Professional Services as necessary to correct the breach. If Medallia cannot correct the breach within forty-five (45) days from receipt of the warranty notice, then Customer may terminate the affected portion of the Order at any time within the next thirty (30) days and receive a refund of Professional Services fees paid for nonconforming or unperformed Professional Services. This is Customer's sole and exclusive remedy for a breach of the Professional Services Warranty.

d. Disclaimer of Other Warranties

EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MEDALLIA PROVIDES MEDALLIA PRODUCTS AND PROFESSIONAL SERVICES "AS IS," MAKES NO WARRANTY OF ANY KIND EXPRESS OR IMPLIED WITH REGARD TO MEDALLIA PRODUCTS OR PROFESSIONAL SERVICES, AND DISCLAIMS ALL OTHER WARRANTIES, SUCH AS: (i) WITHOUT PREJUDICE TO CUSTOMER'S RIGHT TO SERVICE CREDITS, IF APPLICABLE, FOR A FAILURE TO MEET MEDALLIA'S UPTIME COMMITMENTS, ANY WARRANTY THAT MEDALLIA PRODUCTS AND PROFESSIONAL SERVICES WILL BE ERROR FREE OR UNINTERRUPTED; AND (ii) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

e. Beta Services

From time to time, Customer may have the option to participate in early access programs to use alpha or beta services, products, features and documentation ("**Beta Services**") offered by Medallia. These Beta Services are not generally available and may contain bugs, errors, or defects. Accordingly, Medallia provides the Beta Services to Customer "AS IS" without any indemnifications, support and warranties of any kind, whether express or implied, with respect to the Beta Services. Additionally, the Medallia service level agreement does not apply to the Beta Services. Medallia may discontinue Beta Services at any time in its sole discretion and may never make them generally available.

4. USE OF MEDALLIA PRODUCTS

a. General Obligations

Other than using Medallia Products and its functionalities under an Order, Customer may

not: (i) copy, modify, distribute, sell, or lease any part of Medallia Products or included software, or reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions; (ii) use Medallia Products functionality to infringe upon the intellectual property rights of others, or to commit an unlawful activity; and (iii) provide, make available to, or permit individuals other than Customer's authorized users, to use or access the Medallia Products, in whole or in part.

b. Compliance Obligations

Customer will access Medallia Products only for its internal business purposes and will use industry standard practices to restrict the unauthorized use of Medallia Products credentials. Customer will be responsible for ensuring that its use of Medallia Products and the delivery of Customer Data to Medallia are allowed under applicable laws, regulations, and agreements. This responsibility includes, but is not limited to,: (i) ensuring that Customer's use of Medallia Products is allowed by applicable law and does not violate any Customer privacy policy, terms-of-use or other agreement to which Customer is a party; (ii) securing and maintaining any required consents; (iii) ensuring the validity of any customer contact information provided to Medallia; and (iv) timely informing Medallia of opt out requests received after delivery of the Customer Data to Medallia. Customer shall not configure Medallia Products to collect bank account numbers, payment card or credit card information, bank transaction information, government identification numbers including (but not limited to) social security numbers, state identification numbers, and passport numbers, and sensitive personal information including (but not limited to) religious beliefs, health, sexual orientation, race, and union membership and Medallia will not be liable for non-compliance under laws and regulations that applies to the processing of the foregoing categories of data. Customer assumes sole responsibility for results obtained from the use of the Medallia Products and for conclusions drawn or decisions taken from such use, and Customer relies on the results obtained from the use of the Medallia Products at their own risk.

c. Third Party Services

If Customer integrates, or directs Medallia to integrate, Medallia Products with any third party service (e.g., another Customer-managed software solution) Customer acknowledges that such third party service might access, use, or retain Customer Data and Customer permits the third party service provider to do so. Medallia shall not be responsible and liable for data transfers to third party services or the Customer's use of any such services. If Customer uses any third party service in connection with Medallia Products or uses Medallia Products to link or direct online traffic to third-party websites, Customer shall ensure that such use complies with the terms of use of those third party services.

5. OWNERSHIP AND USE RIGHTS

a. Customer Data

As between Customer and Medallia, Customer retains all right, title and interest in all data delivered to Medallia by Customer or collected by Medallia on behalf of Customer (the "**Customer Data**"), including any personal data as defined by applicable data privacy laws ("**Personal Data**"). Customer grants Medallia a non-exclusive, worldwide, limited license to the Customer Data for the purposes of: (i) providing and improving Medallia Products and Professional Services, provided that the improvements are not derived from the use of Personal Data; and (ii) developing and publishing broadly applicable experience management insights (such as industry experience management benchmarks, if applicable, provided that only aggregated or de-identified Customer Data is used).

b. Medallia Products

Medallia owns Medallia Products, including all features, functionalities, configurations, designs, templates, and other proprietary elements contained therein and all modifications, improvements, and derivative works thereof. Medallia will provide Customer with access to Medallia Products as described in the Order during the term of an Order for its internal business purposes. If Customer uses a Medallia API or software developer kit ("**SDK**"), Medallia grants Customer a non-exclusive, worldwide,

limited license for use of such API or SDK for the purpose of enabling Customer to use Medallia Products. Customer will not remove, obscure, or alter Medallia's copyright notice, or other proprietary rights notices affixed to or contained within Medallia Products or any related documentation. Customer grants Medallia a worldwide, perpetual, exclusive, transferable, irrevocable, royalty-free license to use feedback provided by Customer to Medallia related to the Medallia Products and agrees that Medallia may incorporate similar development ideas to its products and services from such feedback.

c. Documentation

Medallia owns all right, title and interest in the Documentation and all derivative works thereof. Medallia grants Customer a non-exclusive, worldwide limited license to use and copy the Documentation for internal business purposes during the term of an Order.

d. Trademarks

Customer grants Medallia a limited, non-exclusive license to mark Customer surveys and reports and Customer's instance of Medallia Products with Customer's trademarks, when requested by Customer and subject to Customer approval for consistency with its branding guidelines.

e. Reserved Rights

Customer and Medallia each reserve all intellectual property rights not explicitly granted herein.

6. PAYMENTS

a. Invoicing

Fees due and payable for Medallia Products and Professional Services will be stated on the Order. Customer agrees to timely pay all fees. Fees are non-cancelable and non-refundable other than as explicitly stated in this Agreement.

b. TAXES

Invoiced amounts are payable in full, without reduction for transaction taxes (e.g., value added taxes, consumption taxes, goods and services taxes, GST/HST, excise, sales, use or similar taxes, and withholding taxes). Customer

is required to pay all such transaction taxes, either directly or by increasing payments to Medallia to offset taxes that Customer is required to deduct from payments. If Medallia has a legal obligation to pay or collect such transaction taxes, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Medallia with a valid tax exemption certificate. If any payments made by Customer to Medallia under this Agreement are subject to any withholding or similar taxes, Customer shall gross up such payments so that Medallia receives an amount equal to the full payment that would have been received had there been no withholding or deduction.

7. TERM AND TERMINATION

a. Term

The term of this Agreement is from the Effective Date through the last to expire Order.

b. Termination for Cause

Either party may terminate this Agreement or Order within thirty (30) days upon the occurrence of either of the following: (a) in the event the other party fails to cure any material breach of this Agreement or the relevant Order within thirty (30) days after receipt of written notice; or (b) if the other party files or has filed against it any bankruptcy or similar proceeding or enters into any form of arrangement with its creditors that is not removed within sixty (60) days of filing.

c. Transfer of Customer Data Upon Termination

Upon termination of this Agreement or an Order, Medallia will make customer feedback collected through and, at the time of termination, stored within Medallia Products available for secure download by Customer in a standard flat file format for at least thirty (30) days (the “**Data Transfer Period**”). Within sixty (60) days of the end of the Data Transfer Period, Medallia will remove all Customer Data from Medallia Products.

8. INSURANCE

Medallia will maintain insurance policies providing at least the following coverage and will provide a certificate of insurance upon

request:

- (i) Technology Errors & Omissions / Professional liability with a limit of at least \$5 Million;
- (ii) Cyber/Network and Information Security liability with a limit of at least \$5 Million;
- (iii) Commercial General liability with a limit of at least \$1 Million;
- (iv) Automobile liability with a limit of at least \$1 Million;
- (v) Workers Compensation and Employer’s liability with a limit of at least \$1 Million;
- (vi) Umbrella liability with a limit of at least \$5 million.

9. PRIVACY, SECURITY, AND AUDITS

a. Compliance with Data Protection Laws

In processing Personal Data in the Medallia Products and through the Professional Services to Customer, Medallia shall comply with relevant obligations under applicable privacy and data protection laws, including the Standards for the Protection of Personal Information of Residents of the Commonwealth of Massachusetts (201 CMR 17.00), the California Consumer Privacy Act of 2018 (the “**CCPA**”), and other applicable United States data protection laws at the state level, and implementing national legislation, and Regulation 2016/679 (also known as GDPR). Medallia shall not (i) sell Personal Data as defined under the CCPA, or (ii) retain, use, or disclose Personal Data for any purpose other than for the specific purpose of providing the Medallia Products and performing Professional Services.

b. Data Processing Agreement

To the extent Medallia processes Personal Data of EU data subjects on Customer’s behalf the following data processing agreement shall apply:

[https://www.medallia.com/wp-content/uploads/pdf/description/Medallia Data Processing Agreement.pdf](https://www.medallia.com/wp-content/uploads/pdf/description/Medallia%20Data%20Processing%20Agreement.pdf)

c. Security Obligations

Medallia shall implement and maintain appropriate technical and organizational security measures to protect Customer Data from Security Incidents and to preserve the security and confidentiality of Customer Data, in accordance with Medallia's security standards described in Exhibit A (Security Measures) .

d. Security Incident Response

Medallia shall respond to Security Incidents as described in Exhibit A.

e. General Performance Audits

Customer may, no more than once per year, audit Medallia's performance under this Agreement and each Order, and Medallia will maintain records sufficient for such audits, including service hours provided, uptime, and the results of security and disaster recovery tests.

f. Security Audits

Certain Medallia Products are regularly audited by independent third parties and/or internal auditors. Upon request, Medallia shall supply (on a confidential basis) a summary copy of its audit report(s), if applicable, as well as written responses (on a confidential basis), not more than once per year, to all reasonable security and audit questionnaires that are necessary to confirm Medallia's compliance with this Agreement. Medallia shall permit Customer (or its appointed third party auditors) to carry out an audit of Medallia's processing of Customer Data under this Agreement following: (i) a Security Incident or (ii) upon the instruction of a data protection authority.

g. Audit Procedure

Each audit requires at least thirty days' prior notice, except in the event of a Security Incident or upon instruction of a data protection authority. Audits will take place on a mutually agreed date during Medallia's normal business hours, and Customer will cause its representative or agent to employ such reasonable procedures and methods as are necessary and appropriate in the circumstances to minimize interference with Medallia's normal business operations. Onsite audits are limited to

two business days.

h. Data Collection

Medallia Products enable Customer to import and collect a wide range of information about Customer's customers or end users. The types of data that are imported and collected in Medallia Products will be within Customer's control, and will be specified during implementation and use of each product.

10. CONFIDENTIALITY

a. Controlling Statement of Obligations

The terms of this Confidentiality provision supersede any non-disclosure or confidentiality agreement entered into by the parties prior to the Effective Date of this Agreement.

b. Confidential Information

Confidential Information means all information provided by a disclosing party to a receiving party that a reasonable industry participant would deem to be confidential, including for example: (i) all information that is marked confidential; (ii) the terms of this Agreement and each Order; (iii) features and functionality of Medallia Products and related documentation; and (iv) Customer Data.

Confidential Information does not include information that is independently developed, that becomes public knowledge through no fault of the receiving party, or that is received from a third party under circumstances that do not create a reasonable suspicion that it has been misappropriated or improperly disclosed.

c. Use and Disclosure Restrictions

A receiving party will use commercially reasonable efforts to protect Confidential Information it receives and will use Confidential Information only as necessary to perform its obligations and exercise its rights under this Agreement and each Order. A receiving party will not disclose Confidential Information to third parties other than as permitted under this Agreement or as compelled by a court or regulator of competent authority (and then while taking all reasonable steps to inform the disclosing party prior to disclosure and to limit

the scope of the disclosure).

11. INDEMNIFICATION

a. Intellectual Property Indemnification by Medallia

Medallia will defend Customer against claims, causes of action, and investigations by third parties or government agencies and will pay the resulting judgments, fines, settlements, court costs, and attorneys fees (to “**Indemnify**”) for third party claims alleging that Medallia Products infringe a third-party patent, copyright, or trademark or misappropriate a third-party trade secret, subject to the following limitations: (i) if the alleged infringement arises from a modification or alteration by Customer or the unauthorized use of Medallia Products; (ii) if the alleged infringement arises from a violation of Customer’s obligations in this Agreement and Documentation ; or (iii) if the alleged infringement arises from the combination or use of Medallia Products with any product(or process not provided by Medallia, and if Medallia would not be liable for inducement or contribution for such infringement, then Medallia will have no obligation to Indemnify.

If Customer establishes a reasonable belief that use of Medallia Products will be enjoined, then Medallia will use commercially reasonable efforts to substitute the affected functionality with a non-infringing alternative or to procure a license to allow for the continued use of the affected functionality. If use of Medallia Products is enjoined and if Medallia has not provided a non-infringing alternative, then Customer may, within thirty (30) days of the date of the injunction, terminate the affected Order immediately upon written notice and receive a refund of the unused portion of prepaid fees.

b. Data Breach Indemnification by Medallia

Medallia will Indemnify Customer for third party claims arising from the improper access, use, or disclosure of personally identifiable Customer Data caused by: (i) Medallia’s breach of its obligations under this Agreement; or (ii) the willful misconduct or gross negligence of Medallia personnel or any third party under Medallia’s control (the “**Data Indemnities**”). To

the extent that the Data Indemnities apply to any government agency fines or court judgments, the Data Indemnities only cover the amounts of any such fines or awards under such judgments that are directly attributable by the relevant government agency or court to the failure of Medallia to comply with its obligations under this Agreement and the DPA (where applicable).

c. Indemnification by Customer

Customer shall Indemnify Medallia from third-party claims arising out of: (i) Customer’s or any of its employees and agents use of Medallia Products in violation of the terms of this Agreement; and (ii) alleged infringement of a third-party patent, copyright, or trademark or misappropriation of a third-party trade secret arising out of (A) an unauthorized modification or alteration by Customer of Medallia Products; or (B) an unauthorized combination or use of Medallia Products with any product or process not provided or authorized by Medallia.

d. Indemnification Requirements and Procedure

The party seeking indemnification (the “**Indemnified Party**”) will provide timely notice to the party from which it seeks indemnification (the “**Indemnifying Party**”) (although untimely notice will relieve the Indemnifying Party of its indemnification obligations only commensurate with actual prejudice suffered as a result) and will provide reasonable assistance to Indemnifying Party at the Indemnifying Party’s expense. Except in relation to a claim, cause of action, investigation or enforcement activity (including any resulting fine) by a government agency under the Data Indemnities, the Indemnifying Party will have sole control over the defense, but the Indemnified Party will have the right to participate at its own cost.

The Indemnified Party shall take reasonable steps to mitigate the amount of any losses suffered as a result of an event that may give rise to a claim by the Indemnified Party against the Indemnifying Party.

The Indemnified Party will not admit liability, nor pay any amounts to third parties, without first obtaining the Indemnifying Party’s written consent (such consent not to be unreasonably

withheld or delayed).

Where the Indemnified Party makes, or anticipates making, a claim relating to a claim, cause of action, investigation or enforcement activity (including any resulting fine) by a government agency, it must consult with the Indemnifying Party throughout such matter (including by way of provision of relevant documentation and correspondence) and have reasonable regard to any representations made by, the Indemnifying Party to the government agency in respect of the matter and keep the Indemnifying Party informed as to the progression of the investigation or enforcement activity. This consultation must be made within sufficient time to enable the Indemnifying Party to respond before any final decision is made.

12. LIMITATION OF DAMAGES AND LIABILITY

a. Limitation of Damages

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES OR FOR LOST PROFITS, LOST REVENUES, HARM TO GOODWILL, OR THE COSTS OF PROCURING REPLACEMENT SERVICES, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE. THIS LIMITATION WILL APPLY TO ALL CLAIMS UNDER ALL THEORIES OF LAW AND EQUITY, EXCEPT WHERE PROHIBITED BY LAW.

b. Limitation of Liability

EXCEPT IN THE EVENT OF GROSS NEGLIGENCE; WILLFUL MISCONDUCT; CLAIMS FOR INDEMNIFICATION UNDER THIS AGREEMENT; FOR FEES OWED IN EXCESS OF THE BELOW LIMIT; AND WHERE PROHIBITED BY LAW, THE CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER WILL BE LIMITED TO:

- (i) TWO TIMES THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT FOR THE 12 MONTHS PRECEDING THE FILING OF THE CLAIM, FOR CLAIMS ARISING FROM A BREACH OF THE CONFIDENTIALITY AND PRIVACY AND SECURITY PROVISIONS OF THIS AGREEMENT; AND
- (ii) THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT FOR THE 12 MONTHS PRECEDING THE FILING OF THE CLAIM, FOR ALL OTHER CLAIMS.

13. MARKETING

Medallia may include Customer's name and logo on Medallia's public customer list. Customer agrees to partner with Medallia on

co-marketing and public relations activities to demonstrate the launch and success of Customer's program (e.g., press release, case study, testimonial, video). Customer grants Medallia a limited, non-exclusive, worldwide license to use its trademark for these purposes.

14. GENERAL TERMS

a. Authority

Each party warrants that it has the authority to enter into this Agreement and each Order.

b. Assignment

Neither this Agreement nor any Order may be assigned without written consent (such consent not to be unreasonably withheld or delayed) and any such attempted assignment will be void.

c. Survival

All terms that must survive termination in order to have their customary effect, including terms related to confidentiality, indemnification, limitation of damages and liability, and post-termination data transfer will survive termination or expiration of this Agreement.

d. Force Majeure

No party will be deemed to have breached this Agreement or any Order if its failure to perform was caused by events beyond that party's reasonable control, such as mass failure of internet infrastructure, civil unrest, and natural disasters.

e. Independent Contractors

The parties are independent contractors. Neither party has the right to bind the other, and neither party will make any contrary representation to a third party.

f. Severability

If any clause of this Agreement (or any part thereof) is rendered void or unenforceable by any court or authority of competent jurisdiction then that clause will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect.

g. Export Compliance

Customer will comply with the export control and economic sanctions laws and regulations of

the United States and other applicable jurisdictions. Consistent with that obligation, Customer will not make Medallia Products available to any person or entity that is: (i) located in a country that is subject to a U.S. government embargo, (ii) on a U.S. government list of prohibited or restricted parties, or (iii) engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

h. Arbitration, Governing Law and Forum

Disputes arising from this Agreement will be settled by arbitration administered in San Mateo, California by the American Arbitration Association under its procedural Commercial Arbitration Rules and the substantive law of the United States of America and the State of California, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. This provision will not impair either party's ability to receive injunctive or other equitable relief from any court with jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

i. No Waiver

The failure of a party to timely enforce an obligation under this Agreement or Order will only be construed as a waiver if given in writing and will not act to waive any other obligation, including any future occurrence of the waived obligation.

j. Complete Agreement

Documentation that accompanies the Order constitute part of this Agreement. This Agreement and each Order contains the full agreement of the parties (superseding all prior or contemporaneous agreements) and may only be amended by a writing signed by both parties. Notwithstanding anything to the contrary therein, terms or conditions stated in Customer order documentation (e.g., a Customer

purchase order) will be null and void. Neither party enters into this Agreement or Orders based on representations not stated in these documents, and there will be no presumption against either party as the drafter thereof.

k. Subcontractors

Medallia may utilize the subcontractors as described at medallia.com/subprocessors to provide services, provided that: (i) Medallia has bound the subcontractor to agreements requiring it to conform to law, regulation, industry standards, and the quality, confidentiality, and privacy standards reflected in this Agreement; and (ii) Medallia remains responsible for delivery of the scope established in the Order. If Customer subscribes to updates through the site listed at medallia.com/subprocessors, Medallia shall provide notification of new subprocessors at least fifteen (15) days prior to any such changes. Customer may object to Medallia's appointment of a new technology provider by sending an email to privacy@medallia.com within ten (10) calendar days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties will discuss such concerns in good faith aimed at achieving resolution. For Medallia Products hosted by subprocessors approved by FedRAMP and Jon AWS GovCloud, Medallia will use onAB P-ATO, which Customer can review in its Medallia GovCloud FedRAMP package.

l. Notices

Notifications required under this Agreement or an Order, including notifications in relation to breach, disputed payments, audit, or indemnification will be provided, when to Medallia to legalnotifications@medallia.com, and when to Customer in writing to the legal department to the address identified in an Order. Notifications will be effective as of the date of delivery.

m. Medallia Generative AI

Customer agrees that the Required Terms in Exhibit 1 are applicable when Medallia Products contain Medallia GenAI Features.

So agreed by each party through its authorized signatory:

Medallia, Inc.

Customer

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Security Measures

Medallia maintains and manages a comprehensive written security program designed to protect: (a) the security and integrity of Customer Data; (b) against threats and hazards that may negatively impact Customer Data; and (c) against unauthorized access to Customer Data. Medallia's security program includes the following:

1. Risk Management

- a. Conducting an annual risk assessment designed to identify threats and vulnerabilities in the administrative, physical, legal, regulatory, and technical safeguards used in the Medallia Products.
- b. Maintaining a documented risk remediation process to assign ownership of identified risks, establish remediation plans and timeframes, and provide for periodic monitoring of progress.

2. Information Security Program

- a. Maintaining a documented comprehensive information security program. This program will include policies and procedures aligning with industry best practices, such as ISO 27001/27002.
- b. Such information security program shall include, as applicable: (i) adequate physical security of all premises in which Customer Data will be processed and/or stored; (ii) reasonable precautions taken with respect to Medallia personnel employment; and (iii) an appropriate network security program.
- c. These policies will be reviewed and updated by Medallia management annually.

3. Organization of Information Security

- a. Assigning security responsibilities to appropriate Medallia individuals or

groups to facilitate protection of the Medallia Products environment and associated assets.

- b. Establishing information security goals to be met.

4. Human Resources Security

- a. Medallia employees undergo comprehensive screening during the hiring process. Background checks and reference validation will be performed to determine whether candidate qualifications are appropriate for the proposed position. Subject to any restrictions imposed by applicable law and based on jurisdiction, these background checks include criminal background checks, employment validation, and education verification as applicable.
- b. Ensuring all Medallia employees are subject to confidentiality and non-disclosure commitments before access is provisioned to Medallia Products and/or Customer Data.
- c. Ensuring applicable Medallia employees receive security and privacy awareness training designed to provide such employees with information security knowledge to provide for the security, availability, and confidentiality of Customer Data.
- d. Upon Medallia employee separation or change in roles, Medallia shall ensure any Medallia employee access is revoked in a timely manner and all Medallia assets, both information and physical, are returned.

5. Asset Management

- a. Maintaining asset and information management policies and procedures. This includes ownership of assets, an inventory of assets, classification guidelines, and handling standards pertaining to Medallia assets.
- b. Maintaining media handling procedures to ensure media containing Customer Data is encrypted and stored in a secure location subject to strict physical access controls.
- c. When a storage device has reached the end of its useful life, procedures include a decommissioning process that is designed to prevent Customer Data from being exposed to unauthorized individuals using the techniques recommended by NIST to destroy data as part of the decommissioning process.
- d. If a hardware device is unable to be decommissioned using these procedures, the device will be virtually shredded, degaussed, purged/wiped, or physically destroyed in accordance with industry-standard practices. Devices used in the administration of the Medallia Products that have been decommissioned will be subjected to these or equally effective standards.

6. Access Controls

- a. Maintaining a logical access policy and corresponding procedures. The logical access procedures will define the request, approval and access provisioning process for Medallia personnel. The logical access process will restrict Medallia user (local and remote) access based on the principle of least privilege for applications and databases. Medallia user access recertification to determine access and

privileges will be performed periodically. Procedures for onboarding and off-boarding Medallia personnel users in a timely manner will be documented. Procedures for Medallia personnel user inactivity threshold leading to account suspension and removal threshold will be documented.

- b. Limiting access to Customer Data to its personnel who have a need to access Customer Data as a condition to Medallia's performance of the services under this Agreement. Medallia shall utilize the principle of "least privilege" and the concept of "minimum necessary" when determining the level of access for all Medallia users to Customer Data. Medallia shall require strong passwords subject to complexity requirements and periodic rotation.

7. System Boundaries

- a. The systems that compose a functioning Medallia cloud platform for the Products are limited to shared components such as network devices, servers, and software that are physically installed and operating within Medallia's Internet-enabled network infrastructure. This system boundary also includes the network connectivity, power, physical security, and environmental services provided by the third-party provider that owns and operates the data centers in which this network infrastructure is collocated.
- b. Medallia is not responsible for any system components that are not within this system boundary, including network devices, network connectivity, workstations, servers, and software owned and operated by the Customer or other third parties. Medallia may provide support for these components at its reasonable discretion.

8. Encryption

- a. Customer maintains ownership of the encryption all Customer Data uploaded to their Products through the full lifecycle period. Customer Data may be uploaded via SFTP, TLS/SSL, or through an Medallia services API over a TLS/SSL connection to the Medallia cloud platform. Medallia will configure TLS and/or SSL certificates.
- b. Customer Data shall be encrypted at rest at the storage-level.

9. Physical and Environment Security

- a. Medallia products and customer data are hosted at providers who have demonstrated compliance with one or more of the following standards (or a reasonable equivalent): International Organization for Standardization ("ISO") 27001 and/or American Institute of Certified Public Accountants ("AICPA") Service Organization Controls ("SOC") Reports for Services Organizations. These providers provide Internet connectivity, physical security, power, and environmental systems and services for the Medallia cloud platform used for the Products.
- b. An N-tiered architecture is used to support presentation, application, processing, and data services. For enhanced security in the Medallia cloud platform, technologies such as firewalls, intrusion detection and prevention, and vulnerability management are used.

10. Operations Security

- a. Maintaining documented Medallia cloud operating procedures.
- b. Maintaining change and release management controls to ensure changes to products production systems made by Medallia are properly

authorized and reviewed prior to implementation.

- c. Monitoring usage, security events, and capacity levels within the Medallia cloud to manage availability and proactively plan for future capacity requirements.
- d. Utilizing virus and malware protection software a, which are configured to meet common industry standards designed to protect Medallia systems and Customer Data from virus infections or similar malicious payloads.
- e. Implementing disaster recovery and business continuity procedures. These will include periodic replication of Customer Data to a secondary data center in a geographically disparate location from the primary data center.
- f. Maintaining a system and security logging process to capture critical system logs. These logs shall be maintained for at least six months and reviewed on a periodic basis.
- g. Ensuring systems processing and storing customer data are appropriately configured and hardened.
- h. Ensuring servers, operating systems, and supporting software used in the Medallia cloud for Products receive Critical and High security patches within a timely manner, In the event any such security patch would materially adversely affect the Products, then Medallia will use commercially reasonable efforts to implement compensating controls until a security patch is available that would not materially adversely affect the Products.
- i. Conducting third-party external application penetration tests periodically.

11. Supplier Relationships

- a. Maintaining a Vendor Management Program to evaluate and mitigate risks

for any third-parties that host or process customer data.

12. Security Incident

- a. Employing incident response standards that are based upon applicable industry standards, such as ISO 27001:2013 and National Institute for Standards and Technology (“NIST”), or equivalent in order to maintain the information security components of the Products environment.
- b. Responses to these incidents follow the Medallia documented incident response sequence. This sequence includes the incident trigger phase, evaluation phase, escalation phase, response phase, recovery phase, de-escalation phase, and post-incident review phase.

- c. Medallia will notify Customer of a Security Incident as required pursuant to applicable law but in no event later than 72 hour after a Security Incident. A “**Security Incident**” means a determination by Medallia of an actual disclosure of unencrypted Customer Data to an unauthorized person or entity.

13. Information Security Aspects of Business Continuity Management

- a. Maintaining a business continuity and disaster recovery plan.
- b. Reviewing and testing this plan annually.

Exhibit 1

Required Terms for the Use of Medallia GenAI Features

1. **Medallia Generative AI Feature Information.** Medallia will provide the Medallia Generative AI Feature in accordance with the Product Description for the applicable Medallia software-as-a-service product (a “**Medallia Product**”), published on <https://product-descriptions.medallia.com/> (password: MedalliaProducts). “**Medallia Generative AI Feature**” means a feature identified in a Product Description as containing or incorporating Generative AI. Partner and Client reserve the right to disable any Medallia Generative AI Feature at any time and for any reason and are not required to use any Medallia Generative AI Feature.

2. **AI Acceptable Use Policy.** Without limiting the other compliance obligations of Customer under the Agreement, Customer’s use of Medallia AI Features is subject to this AI Acceptable Use Policy. “**Medallia AI Feature**” is defined as a Medallia Product feature, including, but not limited to, Medallia Generative AI Features, that incorporates or otherwise uses an AI model (defined as a computerized or software-based system that is designed to operate with varying levels of autonomy, that exhibits seemingly intelligent or human-like judgment).
 - a. **Specific AI Prohibitions:** Customer shall not use any Medallia AI Feature or its Output: (i) in any manner that constitutes a “prohibited AI practice” under the Regulation (EU) 2024/1689 (the “**EU AI Act**”) or similar applicable laws; (ii) to create, or as a component of, any “high-risk AI system” as defined by the EU AI Act or similar applicable laws; or (iii) for automated decision-making with legal or similarly

 - b. **Output Handling:** Customer acknowledges that Output from Medallia Generative AI Features is generated by an AI model and may contain inaccuracies, errors, or biases or reflect Personal Data if such data was present in the Input. Customer agrees to: (i) independently review and validate all Output before any use or reliance thereon, particularly for decisions impacting individuals; (ii) assume sole responsibility for all decisions made, actions taken, and compliance obligations arising from its use of Output; and (iii) not represent Output as being solely human-generated or as endorsed by Medallia.

 - c. **Restricted Inputs:** Customer shall not provide Input that infringes third-party rights or is intended to generate Output that is illegal, harmful, or infringing.

 - d. **Product-Specific Terms:** Customer shall comply with any “Product Specific AI Acceptable Use Terms” detailed in applicable Medallia Product Descriptions.

3. **Disclaimer of Warranties.** CUSTOMER ACKNOWLEDGES THAT THE OUTPUTS ARE BASED ON CUSTOMER’S INPUTS AND ANY OTHER CUSTOMER DATA PROVIDED TO OR COLLECTED BY MEDALLIA ON BEHALF OF CUSTOMER AND THAT MEDALLIA HAS NO CONTROL OVER ANY SUCH INPUTS, CUSTOMER DATA OR OUTPUTS AND DOES NOT REVIEW THE FOREGOING FOR ACCURACY. ACCORDINGLY, ALL OUTPUTS ARE PROVIDED “AS IS” AND WITH “ALL FAULTS,” AND MEDALLIA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO ANY INPUTS OR OUTPUTS, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, TRUTHFULNESS, TIMELINESS OR SUITABILITY, INFRINGEMENT, OR RELIABILITY FOR CUSTOMER’S INTENDED USE CASES. OUTPUTS ARE NOT PART OF THE MEDALLIA PRODUCTS AND ARE NOT SUBJECT TO ANY INDEMNITY IN THE MASTER AGREEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MASTER AGREEMENT NO SERVICE LEVEL COMMITMENTS OR SERVICE CREDITS SHALL APPLY TO THE MEDALLIA GENERATIVE AI FEATURES.

4. **Subprocessors and Processing Locations.** Medallia Generative AI Features may utilize Amazon Web Services, Inc. for hosting and processing within the United States, European Union, Canada,

or Australia. The processing location will align with Customer's current hosting region, where possible. To the extent any pre-existing agreement includes terms specifying the geographic location of processing of data (other than those terms applying specifically to the storage of data), these shall not apply to Medallia Generative AI Features. Medallia may change, revise, and add new subcontractors for Medallia Generative AI Features by providing at least fifteen (15) days' prior notice to Medallia's Subprocessor Notification List, to which Customer may subscribe at https://go.medallia.com/SubprocessorUpdateList_RequestForm.html. Customer may object to Medallia's appointment of a new subcontractor for Medallia Generative AI Features according to the processes identified in the Agreement. For all subcontractors for Medallia Generative AI Features, Medallia (i) has bound the subcontractor to agreements requiring it to conform to law, regulation, industry standards, and the quality, confidentiality, and privacy standards reflected in the Agreement; and (ii) remains responsible for delivery of the scope established in the Order.

5. **Ownership and Use Rights**

a. Input and Output. All Input and Output is Customer Data. "**Input**" means any (i) text, images, audio, video, files, other data or content and (ii) instructions, parameters, rules, or logic that are input or otherwise submitted by or on behalf of Customer to a Medallia Generative AI Feature. "**Output**" means any original or derivative text, images, audio, video, files, streams, or other data or content, or actions generated and returned by a Medallia Generative AI Feature, prior to any modification thereof, based on Input. "**Customer Data**" means all data within a Medallia Product delivered to Medallia by Customer or collected by Medallia on behalf of Customer, including Personal Data and any Input, solely for purposes of this Addendum. For the avoidance of doubt, as between Customer and Medallia, Customer retains all right, title, and interest in all Input and Output. Customer's Output may not be unique and the Medallia Generative AI Features, due to their nature, may generate similar results for other Medallia customers.

b. Customer Suggestions. Some Medallia AI Features may have a mechanism to provide feedback on the quality of Output or the performance of the Medallia AI Features. In such cases, Customer grants Medallia a worldwide, perpetual, exclusive, transferable, irrevocable, royalty-free license to use such feedback without restriction or obligation provided it cannot be linked to or used to identify Customer, Customer's users, or Customer's end-clients.

c. Data Use Rights. Customer grants Medallia a non-exclusive, worldwide, royalty-free limited license to the Customer Data for the purposes of: (i) developing and improving Medallia Products and related professional services, provided that the improvements are not derived from the use of Personal Data; (ii) generating aggregated or de-identified data; and (iii) developing and publishing broadly-applicable experience management insights ((i) - (iii), altogether, the "**Product Improvements**"), provided that Product Improvements cannot be linked to or used to identify Customer, Customer's users, or Customer's end-clients. Medallia may freely use, retain and make available aggregated or de-identified data for Medallia's commercial purposes. For the avoidance of doubt, the foregoing licenses do not provide Medallia with any right to disclose Customer Data.

ManufacturerName	Product SKU	Product Name	Product Description	UOM	Qty	NASPO Price
Medallia, Inc.	1200100PRFBSEG	Medallia Experience Cloud Experience Data Records ("EDR"). EDR Tier 1 includes up to 30,000 Records in a rolling 12 month period.	Medallia Experience Cloud Experience Data Records ("EDR") includes a Base Platform with Unlimited Users, Role-Based Dashboards, Case Management, and Alerts, up to 5,000 Query API per day, and features including Web-Based Feedback, Digital Feedback, Message-Based Surveys, Social feedback, Speech insights, Video FeedbackCapture, and Text Analytics including Action Intelligence. Each Record is a data record that includes all signals and feedbacks for a single discrete interaction. EDR Tier 1 includes up to 30,000 Records in a rolling 12 month period.	Annual	1	\$70,831.23
Medallia, Inc.	1200500PRFBSEG	Medallia Experience Cloud Experience Data Records ("EDR"). EDR Tier 2 includes up to 86,000 Records in a rolling 12 month period.	Medallia Experience Cloud Experience Data Records ("EDR") includes a Base Platform with Unlimited Users, Role-Based Dashboards, Case Management, and Alerts, up to 5,000 Query API per day, and features including Web-Based Feedback, Digital Feedback, Message-Based Surveys, Social feedback, Speech insights, Video FeedbackCapture, and Text Analytics including Action Intelligence. Each Record is a data record that includes all signals and feedbacks for a single discrete interaction. EDR Tier 2 includes up to 86,000 Records in a rolling 12 month period.	Annual	1	\$160,806.05
Medallia, Inc.	1200600PRFBSEG	Medallia Experience Cloud Experience Data Records ("EDR"). EDR Tier 3 includes up to 148,000 Records in a rolling 12 month period.	Medallia Experience Cloud Experience Data Records ("EDR") includes a Base Platform with Unlimited Users, Role-Based Dashboards, Case Management, and Alerts, up to 5,000 Query API per day, and features including Web-Based Feedback, Digital Feedback, Message-Based Surveys, Social feedback, Speech insights, Video Feedback Capture, and Text Analytics including Action Intelligence. Each Record is a data record that includes all signals and feedback for a single discrete interaction. EDR Tier 3 includes up to 148,000 annual records in a rolling 12 month period.	Annual	1	\$241,209.08
Medallia, Inc.	1200700PRFBSEG	Medallia Experience Cloud Experience Data Records ("EDR"). EDR Tier 4 includes up to 260,000 Records in a rolling 12 month period.	Medallia Experience Cloud Experience Data Records ("EDR") includes a Base Platform with Unlimited Users, Role-Based Dashboards, Case Management, and Alerts, upto 5,000 Query API per day, and features including Web-Based Feedback, Digital Feedback, Message-Based Surveys, Social feedback, Speech insights, Video FeedbackCapture, and Text Analytics including Action Intelligence. Each Record is a data record that includes all signals and feedbacks for a single discrete interaction. EDR Tier 4 includes up to 260,000 Records in a rolling 12 month period.	Annual	1	\$361,813.61
Medallia, Inc.	1200800PRFBSEG	Medallia Experience Cloud Experience Data Records ("EDR"). EDR Tier 5 includes up to 465,000 Records in a rolling 12 month period.	Medallia Experience Cloud Experience Data Records ("EDR") includes a Base Platform with Unlimited Users, Role-Based Dashboards, Case Management, and Alerts, upto 5,000 Query API per day, and features including Web-Based Feedback, Digital Feedback, Message-Based Surveys, Social feedback, Speech insights, Video FeedbackCapture, and Text Analytics including Action Intelligence. Each Record is a data record that includes all signals and feedbacks for a single discrete interaction. EDR Tier 5 includes up to 465,000 Records in a rolling 12 month period.	Annual	1	\$542,720.42
Medallia, Inc.	MS_UNITSS	Managed Services Subscription Units - 100 hour blocks	Managed Services Subscription Units are 100 hour blocks of platform maintenance and programmatic frontline support provided directly to customers.	Annual	1	\$24,175.47
Medallia, Inc.	SA_DXA	Medallia Digital Experience Analytics (DXA) - 10 Million Annual Sessions	Medallia Digital Experience Analytics (DXA) - 10 Million Annual Sessions	Annual	1	\$47,858.94
Medallia, Inc.	Mindful Standard Platform	Mindful Standard Platform	Access to the Mindful platform includes all features such as callback, digital callback, notifications, etc., Includes all upgrades and additional features as they are developed and added to the Mindful Platform.	Annual	1	\$11,486.15
Medallia, Inc.	Mindful Conversation	Mindful Conversation	Conversations are defined as a request for callback where the end customer chooses to receive a single callback either in the IVR, on a digital channel or whenprompted by an agent. Sold per conversation on an annual basis.	Annual	1	\$0.84
Medallia, Inc.	Mindful Implementation	Mindful Implementation	Access to dedicated implementation manager, architecture and configuration resources, and best practices.	Each	1	\$72,332.49
Medallia, Inc.	Mindful Feedback User	Mindful Feedback User	Mindful Feedback provides an intuitive web-based interface that allows users tocreate and automatically conduct highly flexible surveys. Through a number of unique capabilities, Mindful Feedback enables businesses and organizations to collect real-time, actionable insights from customers, anywhere at any time.	Annual	1	\$229.72
Medallia, Inc.	Mindful Feedback Quickstart	Mindful Feedback Quickstart	Includes hands on assistance with initial survey set-up, integration with CCaaS, configuration of users and assistance with call-flow changes if required. This package provides up to 24 hours of onboarding services provided by the Mindful Feedback Team.	Each	1	\$3,086.19
Medallia, Inc.	1200100PRFBSEG-NG	Medallia Experience Cloud Experience Data Records ("EDR") Gen AI. EDR Tier 1 includes up to 30,000 Records in a rolling 12 month period. *Not available on GovCloud *	Medallia Experience Cloud Experience Data Records ("EDR") GenAI includes a BasePlatform with Unlimited Users, Role-Based Dashboards, Case Management, and Alerts, up to 5,000 Query API per day, and features including Web-Based Feedback, Digital Feedback, Message-Based Surveys, Social feedback, Speech insights, Video Feedback Capture, Text Analytics including Action Intelligence, and Generative Artificial Intelligence. Each Record is a data record that includes all signals andfeedbacks for a single discrete interaction. EDR Tier 1 includes up to 30,000 Records in a rolling 12 month period.	Annual	1	\$81,455.92
Medallia, Inc.	1200500PRFBSEG-NG	Medallia Experience Cloud Experience Data Records ("EDR") Gen AI. EDR Tier 2 includes up to 86,000 Records in a rolling 12 month period. *Not available on GovCloud *	Medallia Experience Cloud Experience Data Records ("EDR") GenAI includes a BasePlatform with Unlimited Users, Role-Based Dashboards, Case Management, and Alerts, up to 5,000 Query API per day, and features including Web-Based Feedback, Digital Feedback, Message-Based Surveys, Social feedback, Speech insights, Video Feedback Capture, Text Analytics including Action Intelligence, and Generative Artificial Intelligence. Each Record is a data record that includes all signals andfeedbacks for a single discrete interaction. EDR Tier 2 includes up to 86,000 Records in a rolling 12 month period.	Annual	1	\$184,926.96
Medallia, Inc.	1200600PRFBSEG-NG	Medallia Experience Cloud Experience Data Records ("EDR") Gen AI. EDR Tier 3 includes up to 148,000 Records in a rolling 12 month period *Not available on GovCloud *	Medallia Experience Cloud Experience Data Records ("EDR") GenAI includes a BasePlatform with Unlimited Users, Role-Based Dashboards, Case Management, and Alerts, up to 5,000 Query API per day, and features including Web-Based Feedback, Digital Feedback, Message-Based Surveys, Social feedback, Speech insights, Video Feedback Capture, Text Analytics including Action Intelligence, and Generative Artificial Intelligence. Each Record is a data record that includes all signals andfeedbacks for a single discrete interaction. EDR Tier 3 includes up to 148,000 Records in a rolling 12 month period.	Annual	1	\$277,390.44

ManufacturerName	Product SKU	Product Name	Product Description	UOM	Qty	NASPO Price
Medallia, Inc.	1200700PRFBSEG-NG	Medallia Experience Cloud Experience Data Records ("EDR") Gen AI. EDR Tier 4 includes up to 260,000 Records in a rolling 12 month period *Not available on GovCloud *	Medallia Experience Cloud Experience Data Records ("EDR") GenAI includes a BasePlatform with Unlimited Users, Role-Based Dashboards, Case Management, and Alerts, up to 5,000 Query API per day, and features including Web-Based Feedback, Digital Feedback, Message-Based Surveys, Social feedback, Speech insights, Video Feedback Capture, Text Analytics including Action Intelligence, and Generative Artificial Intelligence. Each Record is a data record that includes all signals andfeedbacks for a single discrete interaction. EDR Tier 4 includes up to 260,000 Records in a rolling 12 month period.	Annual	1	\$416,085.65
Medallia, Inc.	1200800PRFBSEG-NG	Medallia Experience Cloud Experience Data Records ("EDR") Gen AI. EDR Tier 5 includes up to 465,000 Records in a rolling 12 month period *Not available on GovCloud "	Medallia Experience Cloud Experience Data Records ("EDR") GenAI includes a BasePlatform with Unlimited Users, Role-Based Dashboards, Case Management, and Alerts, up to 5,000 Query API per day, and features including Web-Based Feedback, Digital Feedback, Message-Based Surveys, Social feedback, Speech insights, Video Feedback Capture, Text Analytics including Action Intelligence, and Generative Artificial Intelligence. Each Record is a data record that includes all signals andfeedbacks for a single discrete interaction. EDR Tier 5 includes up to 465,000 Records in a rolling 12 month period.	Annual	1	\$624,128.48
Medallia, Inc.	MC100	Medalia Concierge: 100,000 Annual Messages Tier	Medallia Concierge is a software-as-a-service messaging service platform that enables Customer's end-users to communicate with Customer's authorized Medallia Concierge users via third-party channel outbound and inbound messages (each, a "Medallia Concierge Message"), like SMS and MMS.	Annual	1	\$19,143.58
Medallia, Inc.	MXO1	Medallia Experience Orchestration Million Annual Interactions Tier 1	With "Medallia Experience Orchestration" ("MXO") software-as-a-service productsuite, a Medallia customer (a "Customer") can listen to end-customer activity across web, mobile, email, contact centers, as well as offline channels. This activity is processed and stored as end-customer journeys, then modeled and analyzedto discover common and uncommon behavior across the entire end-customer ecosystem of a Medallia customer. Insights from Journeys, blended with data integratedfrom other systems, drive real-time personalized end-customer conversations at scale.	Annual	1	\$4,785.89
Medallia, Inc.	AF_T1	Partner Packaged Integration for Adobe Analytics	"Partner Packaged Integrations" workflows enable Customers to connect Medallia to a number of Customer's existing third-party software tools like Salesforce and ServiceNow, with features like pre-built data connectors, visualizations, Alerts, and actions for use cases common to users of both software platforms. Each Partner Packaged Integration may only be used for the specific third-party software provider product listed in the Order Form. If purchased in an Order Form, the specific Partner Packaged Integrations will be listed along with any additional entitlement limitations (e.g., number of Users).	Annual	1	\$11,573.20
Medallia, Inc.	AF_T2	Partner Packaged Integration for Adobe Experience Platform	"Partner Packaged Integrations" workflows enable Customers to connect Medallia to a number of Customer's existing third-party software tools like Salesforce and ServiceNow, with features like pre-built data connectors, visualizations, Alerts, and actions for use cases common to users of both software platforms. Each Partner Packaged Integration may only be used for the specific third-party software provider product listed in the Order Form. If purchased in an Order Form, the specific Partner Packaged Integrations will be listed along with any additional entitlement limitations (e.g., number of Users).	Annual	1	\$24,110.83
Medallia, Inc.	AF_T3	Partner Packaged Integration for Microsoft Dynamics	"Partner Packaged Integrations" workflows enable Customers to connect Medallia to a number of Customer's existing third-party software tools like Salesforce and ServiceNow, with features like pre-built data connectors, visualizations, Alerts, and actions for use cases common to users of both software platforms. Each Partner Packaged Integration may only be used for the specific third-party software provider product listed in the Order Form. If purchased in an Order Form, the specific Partner Packaged Integrations will be listed along with any additional entitlement limitations (e.g., number of Users).	Annual	1	\$67,510.33
Medallia, Inc.	AF_T4	Partner Packaged Integration for Salesforce	"Partner Packaged Integrations" workflows enable Customers to connect Medallia to a number of Customer's existing third-party software tools like Salesforce and ServiceNow, with features like pre-built data connectors, visualizations, Alerts, and actions for use cases common to users of both software platforms. Each Partner Packaged Integration may only be used for the specific third-party software provider product listed in the Order Form. If purchased in an Order Form, the specific Partner Packaged Integrations will be listed along with any additional entitlement limitations (e.g., number of Users).	Annual	1	\$67,510.33
Medallia, Inc.	AF_T5	Partner Packaged Integration for Salesforce Marketing Cloud	"Partner Packaged Integrations" workflows enable Customers to connect Medallia to a number of Customer's existing third-party software tools like Salesforce and ServiceNow, with features like pre-built data connectors, visualizations, Alerts, and actions for use cases common to users of both software platforms. Each Partner Packaged Integration may only be used for the specific third-party software provider product listed in the Order Form. If purchased in an Order Form, the specific Partner Packaged Integrations will be listed along with any additional entitlement limitations (e.g., number of Users).	Annual	1	\$11,573.20
Medallia, Inc.	AF_T6	Partner Packaged Integration for ServiceNow CSM	"Partner Packaged Integrations" workflows enable Customers to connect Medallia to a number of Customer's existing third-party software tools like Salesforce and ServiceNow, with features like pre-built data connectors, visualizations, Alerts, and actions for use cases common to users of both software platforms. Each Partner Packaged Integration may only be used for the specific third-party software provider product listed in the Order Form. If purchased in an Order Form, the specific Partner Packaged Integrations will be listed along with any additional entitlement limitations (e.g., number of Users).	Annual	1	\$38,577.33
Medallia, Inc.	AF_T7	Partner Packaged Integration for ServiceNow HRSD	"Partner Packaged Integrations" workflows enable Customers to connect Medallia to a number of Customer's existing third-party software tools like Salesforce and ServiceNow, with features like pre-built data connectors, visualizations, Alerts, and actions for use cases common to users of both software platforms. Each Partner Packaged Integration may only be used for the specific third-party software provider product listed in the Order Form. If purchased in an Order Form, the specific Partner Packaged Integrations will be listed along with any additional entitlement limitations (e.g., number of Users).	Annual	1	\$38,577.33
Medallia, Inc.	ADDON_UNITS	Addon Services Units - 100 hour blocks	Addon Services Units are 100 hour blocks that are used for adhoc or surge platform maintenance and programmatic frontline support provided directly to customers. This is used in a Time and Materials based approach and have a 12 month expiration following the date of contract signature.	Each	1	\$27,500.00

ManufacturerName	Product SKU	Product Name	Product Description	UOM	Qty	NASPO Price
Medallia, Inc.	MED_IMP	Medallia Implementation Hours	Medallia Implementation Hours are used for the configuration of Medallia products to customers' specifications. Implementation allows customers to tailor packages of Experience Cloud, Digital Experience Analytics, Concierge, Experience Orchestration, and Partner Packaged Integrations (listed above) to their needs. Depending on the scope of the project, implementation hours may include analysis, design, planning, building, integration, testing, documentation, and training on any of the listed Medallia products. Implementation hours will be sold with an agreed upon scope of work.	Each	1	\$275.00
Medallia, Inc.	SME_HOURS	Subject Matter Expert Hours	Subject Matter Experts provides deep level expertise for one or more technology domains. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Experts manages team(s) providing domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Depending on the scope of the project, Subject Matter Experts may support client requirements directly or manage technical team(s) within a project. Subject Matter Experts often have additional specialized training or certifications relating to his/her domain(s) of expertise including, but not limited to: Medallia Experience Orchestration (MXO), Customer Experience Advisory (CXA), Analytics, Research Services, and/or Medallia Agile Research.	Each	1	\$300.00



Contract #: AR3759

STATE OF UTAH COOPERATIVE CONTRACT

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

Medallia

Name

575 Market Street

Street Address

San Francisco

California

98282

City

State

Zip

Vendor # VC250985 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact Name: Matthew Halliday Phone Number: +1 866-562-1834 Email: mhalliday@medallia.com

2. CONTRACT PORTFOLIO NAME: Customer Engagement; Social Listening.
3. GENERAL PURPOSE OF CONTRACT: Citizen Engagement Platform.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2021, Solicitation# KM21-47
5. CONTRACT PERIOD: Effective Date: Wednesday, September 15, 2021. Termination Date: Monday, September 14, 2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: two 1 year renewal options.
6. Administrative Fee (if any): One Quarter of One Percent (or 0.25%).
7. Prompt Payment Discount Details (if any): Refer to Attachment C..
8. ATTACHMENT A: NASPO ValuePoint Master Agreement Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Price Schedule
ATTACHMENT D: End User License Agreements (as applicable)
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #KM21-47.
10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DocuSigned by:

Roxanne Oulman

9/13/2021

Contractor's Signature

Date

Roxanne Oulman

CFO

Type or Print Name and Title

DIVISION OF PURCHASING

09/15/2021

Director, Division of Purchasing

Date



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 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.
- 1.5 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 Master Agreement or Contract** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO 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, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for Five (5) years, beginning when the first master agreement under this portfolio is signed. The term of this Master Agreement may be amended beyond the initial term for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
 - 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will 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.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** 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, subject to Section III. For the purposes 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.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** 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. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the 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; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities 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.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, 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 and as the Participating Entity has in the Participating Addendum, 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.

- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity'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.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**
 - 5.2.1 NASPO ValuePoint Fee.** 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 sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
 - 5.2.2 State Imposed Fees.** Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

- 5.3.1 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://calculator.naspovaluepoint.org>. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- 5.3.2 Detailed Sales Data.** Contractor shall also report detailed sales data in accordance with the instructions in Attachment J.1 and in the format set forth in Attachment J, or as otherwise instructed by NASPO ValuePoint. 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 must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.
- 5.3.3 Reporting on Personal Use.** 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 ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use 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.
- 5.3.4 Executive Summary.** Contractor shall, upon request, provide NASPO ValuePoint cooperative contract coordinator with an executive summary that includes, at a minimum and for the preceding quarter, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint cooperative contract coordinator and Contractor will determine the format and content of the executive summary.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will 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.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must minimally be guaranteed for the first year of the Master Agreement.
 - 6.1.2** Following the first year of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least thirty (30) days prior to the effective date.
 - 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
 - 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and

conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies 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 the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** 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.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
 - 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
 - 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - 7.5.3** 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.
 - 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall 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, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, 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.

7.6 Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 Communication. All communications concerning administration of Orders placed must 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.

7.8 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.

VIII. Shipping and Delivery

8.1 Shipping Terms. All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity

except as to latent defects, fraud, and Contractor's warranty obligations.

- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
 - 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertaining whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("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 of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required 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

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 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. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 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 the Intellectual Property Claim 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.

- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** 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 A.M. Best's Insurance 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.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance 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 and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** 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) provides that written notice of cancellation will be delivered in accordance with the policy provisions,

and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** 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 will 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 will 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 Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** 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.

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

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 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 or Purchasing Entity's clients.

- 14.2.1.1** 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 ("Confidential Information").

- 14.2.1.2** 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.

- 14.2.1.3** 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.

- 14.2.2 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.

14.2.2.1 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.

14.2.2.2 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.

14.2.2.3 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.

14.2.2.4 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.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary 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.

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

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

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

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall 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.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has 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 shall not to hold itself out as agent except as expressly

set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 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;

14.8.1.4 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

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) 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 will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 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 the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 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 shall 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. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. 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 will 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, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting 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.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the 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.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the 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.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will 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 will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 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 state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will 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 will be in the Purchasing Entity's state.

14.12.3 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; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 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 in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

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.

Attachment B – Scope of Work

Contractor – Medallia

I. Awarded Scope / Executive Summary

The scope of this contract award includes the following category(ies):

Category 4 – Customer Engagement - A software solution that provides a centralized platform to manage multiple interactions with customers. Provides a platform for studying customer behavior through all channels and touchpoints of interaction such as phone, in-person, or online.

Category 5 – Social Listening - A software solution that allows entities to view the “voice of the customer” across all input channels such as through email, web forms, social media, and inbound calls. Solution utilizes a dashboard to effectively identify issues, satisfaction, and needs.

Additional Value Add Items / Services may be offered by Contractor within the Award Category listed above. Such value-added solutions may include, but are not limited to, solutions as - identity management, referrals engine, user behavior analytics, digital wallets, web hosting, Website & web app development, eCommerce services and payment processing, etc.

II. Value Add Solutions

a. Value Add Items

Value Added Item #1: Action Intelligence and Suggested Actions capabilities (two additional functionalities powered by Medallia Athena Artificial Intelligence Layer).

How will this add value? Medallia’s **Action Intelligence** module (powered by Medallia Athena), enables actionable, adaptive intelligence in customer experience programs. Action Intelligence parses comments in customer feedback to discover suggested actions or ideas based on those comments, and then scores those suggestions based on actionability. This feature helps clients understand issues and prioritize business decisions and actions that will have the highest impact on customer satisfaction, trust, loyalty, or whatever key metric(s) the client is focused on. In reports available via Medallia’s intuitive dashboards, client users can sort feedback by date or actionability score to further drive efficient program action and optimization. Medallia’s **Suggested Actions** module (powered by Medallia Athena), allows client users to understand directly from customers what actions can be taken to improve experiences. It enables clients to dig into suggestions for key topics or customer segments, highlighting tangible ideas related to your most valuable customer demographic, or an issue that has bubbled up through Medallia’s Text Analytics capability. Not only does Suggested Actions automatically bubble up suggestions, but it scores comments based on actionability so clients can easily prioritize which ideas to try first.

Documented Performance: Hundreds of Medallia’s clients (including the U.S. Department of Veterans Affairs, the U.S. Postal Service, and other large, complex Federal agencies as well as state department / agencies) currently leverage capabilities provided by Medallia Athena - including Action Intelligence, Suggested Actions, and Text Analytics.

Cost Impact (%): Additional services costs would increase the year one budget proposed in Attachment C by approximately 1.4 percent. Software cost will vary depending on specific configuration.

Schedule Impact (%): Standard implementation timeline for the solution proposed by Medallia in response to Category 4 would not be impacted, as these additional capabilities would be “turned on” and tested as part of the standard implementation process.

Value Added Item #2: Medallia X-Stats.

How will this add value? Medallia X-Stats is a statistical analysis tool powered by an analytics engine and user interface that performs common statistical computations (listed below) on CX data.

- **Descriptive Statistics:** Ability to list descriptive statistics such as median, mode, sample size, and data distribution.
- **Correlation Tests:** Ability to perform the following correlation tests based on the data types of the selected variables: Chi-squared tests (categorical vs categorical); ANOVA (categorical vs numerical); Pearson’s r (numerical vs numerical).
- **Regression Analysis:** Ability to select a primary metric (or outcome variable) and multiple independent variables and perform a regression analysis. The following types of regression models are supported: OLS-based multiple linear regression (numerical outcome variable); Logistic regression (boolean outcome variable); Multinomial regression (categorical outcome variable).

A few example use cases that help articulate the value X-Stats can offer to client users include prioritizing improvement areas, focused Customer Segmentation, and survey question optimization.

Documented Performance: Medallia X-Stats is a newly developed capability that can be customized based on the specific client’s use case and desired functionality.

Cost Impact (%): The total servicing cost to configure and implement X-Stats (one-time implementation cost) represents an approximate 9 percent increase to the year one budget proposed in Attachment C. Additional software cost will depend on specific configuration.

Schedule Impact (%): Implementation of X-Stats will require between 77 and 100 servicing hours in addition to the servicing cost proposed in the response to Category 4. There is no anticipated impact to Medallia’s proposed 6-12 week implementation timeline.

Value Added Item #3: Employee Experience.

How will this add value? Based on formal studies as well as experience across our vast client base, Medallia knows that there is an undeniable virtuous cycle between happy customers and happy employees. As such, we view employee feedback - and the demonstrated ability for an organization to take action on that feedback - as an integrated part of the organization’s customer experience program. Employee engagement is critical to customer satisfaction, and employee

feedback is critical to engagement - it's as simple as that. Medallia views employee experience as a collection of perceptions that impact a number of important outcome behaviors, which in combination with other employees impact organizational performance. We see employee experience as becoming a more tangible aspect of organizations: one that can be measured, compared and even valued, positively impacting performance and effective delivery of services to the public. It will become an integrated part of how every agency works. We recognize the critical correlation between employee and customer experience. The same solution capabilities - capturing feedback, analyzing at scale, and operationalizing to drive action - power Medallia's approach to employee engagement and experience.

Documented Performance: Medallia's flagship employee experience clients include the U.S. Department of Agriculture, the City of San Diego, Bank of America, and Walmart.

Cost Impact (%): The total servicing cost to implement Employee Experience (one-time implementation cost, dependent on program scope) represents a 17 percent increase to the year one budget proposed in Attachment C. Additional software cost is subject to specific configuration.

Schedule Impact (%): Implementation of Employee Experience will require approx. 175 servicing hours in addition to the servicing proposed in the response to Category 4. There is no anticipated impact to Medallia's proposed 6-12 week implementation timeline.

Value Added Item #4: Medallia Zingle - the Medallia platform's real-time customer engagement & listening capability.

How will this add value? Medallia Zingle is an enterprise messaging platform that creates positive business outcomes by enabling agencies and organizations to listen to and communicate with customers via text and other mobile messaging channels. Zingle empowers customers to make inquiries or request services from an organization or business that are then automatically delivered to the appropriate client team member for instant on-demand service. Zingle works on any mobile device and does not require a customer to download an app to communicate with a business. It is not enough to deploy only passive channels when listening to the voice of the customer; active, real-time channels allow agencies and organizations to understand, analyze and act on the voice of the customer in-the-moment. Medallia Zingle is a two-way, TCPA compliant messaging platform. Zingle clients can minimize friction, simplify workflows, create a scalable approach to managing customer communications and deepen understanding of the voice of the customer. Additionally, Zingle provides robust reporting on areas such as messages, conversations, contacts, team performance, templates, and Zings (Zingle's automated messaging capability). With interactive, in-the-moment engagement, the concept of social listening and understanding the voice of the customer is raised to the next level.

Documented Performance: Medallia Zingle has been effectively deployed by the world's leading retail, hospitality and travel companies who keenly understand that understanding the voice of the customer goes beyond passive engagement to channels that allow for instant, on-demand service.

Cost Impact (%): The cost impact (software + servicing) of including Medallia Zingle depends on message volume. For example, 10,000 annual messages would add less than 1% to the proposed annual cost; 100,000 annual messages would add 1.3% to the proposed annual cost.

Schedule Impact (%): There is no anticipated impact to Medallia's proposed 6-12 week implementation timeline.

b. Value Add Solutions That Involve Third-Party Software Solutions

Contractor must be the original software publisher of the solutions offered within its Awarded Scope. Contractor may nonetheless submit value added solutions that involve third-party software solutions. As Contractor chooses to offer third-party software solutions as part of its value-added offerings any third-party end user licensing agreements (distributed with such software) are included in this Master Agreement through Attachment D.

The third party end user license agreements will be at the discretion of each Participating State or Participating Entity to review, negotiate and/or utilize these documents within their Participating Addendum. Purchasing Entities that acquire third-party software solutions shall be subject to the end user licensing agreements distributed with such software, unless otherwise stated in a Participating Addendum or as negotiated between the Purchasing Entity and third-party software provider.

III. Service Approach.

Medallia has delivered thousands of implementations, many highly complex, over 21 years in business. During that time we have developed a systematic and robust implementation methodology based on our experience and industry best practices that adapts to each customer's unique and individual needs. Our proven methodology has achieved a 100% implementation success rate since the company's inception. Our implementation methodology is broken into five distinct phases. These phases are: 1) Discovery, 2) Design, 3) Prototype, 4) Readiness, and 5) Launch. Descriptions of each phase are provided below:

- 1) Discovery:** The discovery phase sets the foundation on which the Medallia's implementation team will build a best-in-class program. The intent is to identify what data the client possesses, any processes the client is already conducting, and critical tools the client is using that will inform project design. Our team seeks to understand the desired end-state of customer interactions, current data architecture, security protocols in place as well as the customer personas the organization routinely interacts with. With an understanding of a client's customers and what data it is currently collecting on or from them, Medallia can then begin to understand the current maturity level of the organization's customer engagement. A major phase of this component is the discovery workshop, consisting of a live engagement (historically conducted in person) but now available through digital conference should the client desire. Within this workshop our full project team engages with a broad set of stakeholders from different units of the organization. During this workshop we engage in multiple discussions around topics such as **reporting use cases, survey & sampling design, risk assessment and mitigation, and data architecture and security**. Projects containing complex integrations require multiple discovery workshops and preparation, especially around data modeling, mapping and visualization. This phase ends with a "Customer Journey Review" session with the client

where we review our discovery findings and validate any assumptions made during discovery.

- 2) **Design:** The Design Phase begins with the process of prototyping a number of different artifacts based on the validated organizational picture found within the discovery phase. The Medallia project team begins to conduct tasks such as: 1) Survey and sampling design, 2) Survey build prototyping, 3) Data architecture and security integration prototyping, 4) Dashboard design prototyping, 5) Creation of and execution of a test plan; and most importantly at the end of the design phase, 6) Two-way sign-off from the customer and Medallia that the proposed collective prototype is in line with organizational and programmatic goals. This phase is where we will begin to incorporate Medallia Subject Matter Experts and Solutions Principals who will assess the findings within the Discovery Phase and provide recommendations on key program aspects such as question design, methods and channels of customer engagement that may provide the highest response rates, target data for collection from customers that more broadly inform organizational decision making, and how presenting that collective data within a role-based dashboard can most effectively communicate necessary actions to organizational stakeholders. With sign-off from the client secured, Medallia's team and the client should be in complete alignment on the goals of the project and the planned phases of maturing over the lifecycle. Following that alignment the Medallia team then transitions into the prototyping phase.
- 3) **Prototype:** Within this phase, Medallia begins to build the agreed-upon prototype. This phase is the most labor intensive of the five phases as the prototype artifacts will often transition directly into the artifacts used during the launch phase. During this phase a major component of success is building role-based dashboard views within the Medallia platform that accurately and concisely represent the client's desired reporting views and enable action. Additionally, the Medallia team hosts the Readiness Assessment Workshop(s) during this phase. During this workshop Medallia will present a host of reporting views and will work in collaboration to iterate and improve those views in real-time, collaboratively with the client team. With this feedback we will also continue to update the project risk assessment and mitigation plan. We will also list out the proposed enhancements and a prioritization of those enhancements that are identified within the workshop to finalize the reporting design. Once the initial prototype has been completed and validated within the workshop the prototyping phase is complete.
- 4) **Readiness:** this phase of the implementation process prepares the system as well as the client organization for launch through 1) a deliberate hardening of the system and training of the primary users, and 2) a communication plan to the larger organization around the initiative. We start with internal testing, which is primarily automated, where we catch any minor issues and remediate them rapidly. This is followed by internal end-to-end testing conducted by the Medallia implementation team. Once that passes we open the program to the client for User Acceptance Testing (UAT). We allow the client team to test extensively, log anything unexpected and track requests for reporting changes. Finally, before launch, Medallia will provide a user guide and conduct "Train the Trainer" sessions for your internal trainers.
- 5) **Launch:** In the Launch phase the platform "goes live" into production and follows a mutually agreed upon roll-out plan. While every implementation is different, we typically

recommend a “soft launch” to a subset of users or customers to allow for any final feedback or concerns. Once the program has been successfully launched, the Medallia implementation team will transition to your managed services team for long-term program success. The managers services team hand-off will take place in a live setting (when possible) and Medallia also will conduct an internal transition with a full briefing and client handbook guide created to ensure all learnings from the initial implementation are captured. Throughout the project the Medallia team will meet with you weekly to discuss project status, upcoming milestones, outstanding issues, and mitigation strategies to ensure a smooth and successful project delivery.

Once a program is launched, clients will have immediate access to **Medallia’s Premium Technical Support Plan**, whereby Program Administrators may request technical support/report issues via Medallia’s Knowledge Center "Contact Support" form or by telephone. Support is available 24 hours per day on weekdays, excluding company holidays. For High Priority cases (P1), Premium Technical Support is available 24 hours per day, 7 days per week, including company holidays. Each case is assigned a priority level; clients will receive a response to Level 1 cases within one (1) business hour. Additionally, clients will have access to a Support Manager, a point of contact for case escalations and support program insights. Further, upon request Medallia will provide quarterly reporting on topics such as key quarterly trends, analysis of support issues and program optimization opportunities.

IV. Service Assumptions

Medallia’s service delivery plan relies on a few key assumptions regarding client involvement as well as access to both key stakeholders and systems of record. Primary among these is that the client will make available the following role types during the project to align with the Medallia delivery team and make available the data and stakeholders with the relevant information to inform the phase deliverables.

- Core client team member roles:
 - **Program Sponsor:** Decision maker from business perspective. Anticipated project engagement level: medium.
 - **Program Manager:** Interface with Medallia team and internal constituents throughout the project. Coordinate across survey types and feeds. Lead program rollout and operation. Anticipated project engagement level: high.
 - **IT/Technical Lead:** Coordinate development of feed file specifications and system integrations for: survey invitation file(s); organizational file(s); user file(s); other files and processes depending on scope. Anticipated project engagement level: high during beginning of project implementation through pre-launch, ad-hoc engagement during testing phases.
 - **Program Success Team:** Approve program design and establish program success metrics. Anticipated project engagement level: medium.

- Pilot Users: Team who will first pilot your operational customer engagement / experience management program. As early adopters, drive interest and momentum among the broader user base. Anticipated project engagement level: high during launch phase.
- Support client team member roles:
 - **Subject Matter Experts:** key internal constituents; core or rotating points of contact; testing Medallia platform pre-launch. Anticipated project engagement level: ad-hoc; high during design and testing phases.
 - **Legal Contact:** Contact for any legal matters related to the survey program; review privacy laws and policies. Anticipated project engagement level: ad-hoc.
 - **Communications / Marketing Contact:** review and approve survey and email template / branding. Anticipated project engagement level: ad-hoc.
 - **Internal Trainers:** train end-users on Medallia and the reporting application. Anticipated project engagement level: ad-hoc.

Additional assumptions are made at the individual client level when not specified within an RFQ and are immediately addressed during the discovery phase if not earlier. Common assumptions that Medallia makes based on omission for solicitation documents include:

- Number of languages to be included in survey deployment, feedback, reporting and text analytics;
- Complexity of reporting build based on requested outcomes; and
- Software integration dynamics, including access to platform managers for the different platforms the client wishes to integrate customer feedback into and out of, as well as documentation from vendors around integration best practices with specific platforms.

Supporting Medallia's approach to service assumptions is a robust risk assessment plan to ensure that any issues, whether or not they are based on assumptions, are quickly addressed. Medallia's proactive risk analysis and management process at every stage of the client's cycle ensures early, effective identification, prioritization, mitigation, and monitoring of any and all project risks. A key to Medallia's risk management success is having every Medallia team member identify potential risks throughout the program's lifecycle, and following strict checkpoints reviews. This ensures that the implementation / servicing team assigned to the program is able to work cohesively to assess and address any risk when it surfaces, evaluating their potential impact on the program. The Medallia Project Manager will track all risk information and maintain a list throughout the program. Medallia uses three risk ratings (low, medium, high) to monitor programs and track any potential impacts to them; each rating results in a management action. Please see attachment D(2) Risk Assessment (RA) Plan for additional details.

V. Roles, Responsibilities, & Exceptions

Medallia's core project delivery team consists of the following roles:

- **Program Advisor:** Provides design and configuration guidance during implementation and acts as an escalation point for Client Team.
- **Program Manager:** Manages Medallia Team and acts as the primary point of contact at Medallia for Client Team. Leads implementation projects and meets with Client Project Manager to review program progress.
- **Analyst:** Executes implementation and managed services (e.g., build surveys and reporting hierarchies). Supports program documentation, configuration, and QA.

Depending on specific program specifications and scope, the following team members may engage:

- **Solution Architect:** Provides advanced design and configuration technical guidance during the implementation and large managed services projects
- **Text Analytics Expert:** Provides Text Analytics best practices and advanced technical guidance on design and configuration of Text Analytics.
- **Social Expert:** Provides Medallia Social best practices and advanced technical guidance on design and configuration of Medallia Social.
- **Digital Expert:** Provides digital best practices and advanced technical guidance on design and configuration of Medallia for Digital.
- **Pooled Technical Resources:** Pool of Analyst-level configuration resources. This role applies to Standard Methodology only.

Following the launch of the client's customer engagement program, Medallia provides **Managed Services** to help our clients leverage their Medallia Experience Cloud products to achieve strategic customer experience goals. What differentiates our Managed Services offering?

- Prescriptive recommendations based on the client's specific customer experience journey.
- Flexible service models aligned to the client's goals.
- Admin Suite (Medallia's self-service capability) that allows clients to independently manage, test and innovate their customer engagement program.
- Best Practices from customer experience thought leaders and 15-plus years of Operational Customer Experience Management (OCEM).

At a high level, Medallia's Managed Services has the following key components:

- **Business/Program Reviews:** Medallia will engage the customer experience core team and Executive stakeholders to assess program impact and align on Primary Business Objectives, customer engagement priorities, and design/update program roadmap.
- **Program Check-ins:** Scheduled on a cadence that meets the client's needs, Medallia will

plan and track progress against goals, discuss corresponding Projects, and answer system or best practice questions.

- **Projects:** Our Managed Services project options include advisory (insights/analytical), customized/client-tailored, and standardized Medallia best practices projects. We will design, scope and launch projects to enable your customer engagement priorities through program improvements & system enhancements.
- **Maintenance and Monitoring** of the client's program is divided into 2 sections:
 - *Day-to-Day:* We will handle program-specific questions, issue investigations & hot-fixes to ensure the system is functioning with high quality.
 - *Support (included in Software):* Issue handling, first-level support for technical investigations and simple change requests

Following successful program implementation, Medallia clients will continue to be engaged by their proactive, supportive Medallia team. This engagement can take the form of Managed Services, in addition to an account team that will remain closely engaged with the client throughout the entire lifecycle of their relationship with Medallia. Below is a breakdown of roles and responsibilities for the team that will remain engaged with the client from the pre-sales process through implementation and beyond:

- **Engagement Manager:** your engagement manager operates as the day-to-day Medallia contact in charge of answering any client questions about the platform, keeping you updated on project status, and acting as your liaison between other key Medallia team members.
- **Program Advisor:** Working closely with your engagement manager, the Program Advisor assigned to each client will help guide the strategy and best practices rollout. Program Advisors will often join weekly calls to provide guidance as well as run your program and business reviews.
- **Solutions Architect:** Assigned to a specific vertical, the solutions architect for our State, Local and Education practice will work closely with your manager and advisor to ensure proper use of the solution as well as to help iterate on best practices across teams.
- **Solutions Principal:** Assigned to our State, Local and Education practice area, your assigned solutions principal(s) will have extensive practice-specific, customer engagement and Medallia experience. They will provide best practice sharing at the programmatic as well as business objective levels, including being a resource for key client stakeholders and executives.
- **Customer Success Manager:** Acting as your business relationship owner with Medallia, your customer success manager (CSM) will be your first point of contact when discussing contracts, scoping, and expansions in your program. Your CSM will work closely with your procurement, legal, stakeholders and program teams to ensure scope is properly aligned to business objectives.

- **Solutions Consultant:** Working closely with client stakeholders and the CSM, the Solutions Consultant will provide updates on the Medallia platform in the form of demos and scoping sessions, as well as become a resource for best practices in the technology and engagement.

Every Medallia client can be confident that their unique efforts will be supported by a devoted team that spans the pre-sales, implementation (Professional Services) and program growth and evolution (Managed Services and Customer Success) phases. Additionally, as described in the previous section “Service Approach” clients will have 24-7 access to Medallia’s Premium Technical Support.

VI. Risk Management Plan

Risk #1 Description:

Any and all risks associated with customer engagement / customer experience programs.

Solution: Medallia’s proactive risk analysis and management process at every stage of the client’s cycle ensures early, effective identification, prioritization, mitigation, and monitoring of *any and all project risks*. A key to Medallia’s risk management success is having every Medallia team member identify potential risks throughout the program’s lifecycle, and following strict checkpoint reviews. This ensures that the implementation / servicing team assigned to the program is able to work cohesively to assess and address any risk when it surfaces, evaluating potential impact on the program. The Medallia Project Manager will track all risk information and maintain a list throughout the program. Medallia uses three risk ratings to monitor programs and track any potential impacts to them; each rating results in a management action.

- **High risks** must be resolved (elevated into issues and addressed immediately via collaboration between the Medallia team and the client team.)
- **Medium risks** must be actively managed.
- **Low risks** are monitored to ensure their rating stays low.

Medallia controls risks by creating mitigation plans for risks that must be resolved, managed, or monitored. These plans may include workarounds to ensure continued program rollout progress.

Documented Performance with Solution to Risk #1: Medallia’s proven risk mitigation methodology has contributed to our 100% implementation success rate since the inception of the company. *We have never failed to successfully implement a client’s program*, including for large & complex as well as smaller Federal, State and local government departments / agencies and large, complex global businesses.

Risk #2 Description:

Unavailability of technical / IT resources at [client], resulting in lack of access to provide Medallia’s implementation team with the necessary data access, data transfer setup, and troubleshooting for any discovered issues or gaps identified.

Solution: Medallia has an impeccable record of successful implementations globally, from programs launching multi-market, cross-channel, transformational programs to single touchpoint programs within one vertical, industry, or on behalf of a single department / agency. This is driven by an approach to implementing programs that combines Agile and Waterfall methodologies and includes key steps spanning Discovery, Design, Prototype, Readiness, Launch, and Enhance. At the outset of implementation, a RACI (Responsible, Accountable, Consulted, and Informed - methodology) plan is put in place to ensure that each client team member understands their role / respective deadlines. Additionally, before progression from one stage to the next, there is a dedicated Risk Assessment and Mitigation touchpoint planned to ensure alignment to initial objectives of the stage, and a detailed path forward for the next stage. From a program implementation perspective, once the program enters the design phase, two-way sign-off and user acceptance testing checkpoints are instituted (executed by the client and implementation team) to ensure the program matches the specifications and *expectations with built-in time for any corrections or modifications*.

Critical factors for implementation success include aligning on the vision and scope of the program for each implementation wave, ensuring the correct decision makers at [client] are available and engaged to keep forward momentum, and availability of technical / IT resources at [client] to provide the implementation teams with the necessary data access, data transfer setup, and troubleshooting for any discovered issues or gaps identified. These risks are typically related to timing and potential delay in launch date, due to the [client's] Decision Makers unavailability to confirm and/or make choices, or due to delays in configuring the necessary data transfers to execute survey invitations, transfer of operational data, and automation of user authorization and access.

These risks are mitigated through the approach described in the first paragraph - prior to starting implementation, alignment is reached between the implementation team and [client] on the correct contacts, expected amount of time to be invested by each during the implementation, a draft timeline and RACI chart for each phase, and finally risk assessment & mitigation / UAT / two-way sign-off milestones included at the end of each implementation phase. Further, Medallia's team will continuously and proactively engage with the client team to drive progress towards originally agreed-upon milestones. If unforeseen circumstances (lack of team member availability, technical issues from the client side as integrations are built out, etc.) render it unlikely that originally agreed-upon milestones will be achieved, Medallia's team will present a revised rollout plan to the client. This type of workaround will identify the priority program areas that can move forward to launch unencumbered by any issues, while a checklist of action items to address unforeseen circumstances impacting other program areas will be developed, agreed-upon and implemented.

Documented Performance with Solution to Risk #2: Medallia's proven risk mitigation methodology has contributed to our 100% implementation success rate since the inception of the company. *We have never failed to successfully implement a client's program*, including for large & complex as well as smaller Federal, State and local government departments / agencies and large, complex global businesses.

VII. Deliverables

Medallia offers a comprehensive and centralized platform to manage customer interactions, capture and analyze customer feedback (Voice of the Customer), and take action in-the-moment to deliver superior customer experiences. The following Medallia solutions (non-exhaustive) are configured and deployed as needed and in accordance with the client's functional and business requirements:

Medallia Conversations: Medallia Conversations enables real-time customer interaction and feedback through SMS and popular messaging apps to engage customers in the moment, offer interactive customer experiences and create compelling and adaptive customer interactions.

Medallia Speech: Medallia Speech provides fast and accurate voice transcription while our powerful analytics capabilities surface critical customer pain points and insights. By analyzing every call, Medallia Speech surfaces financial impact, drives continuous process improvement, and provides key insights to better train and equip contact center agents. Since it's part of the Medallia Experience Cloud™, voice insights are combined with other channels for a complete, rich view of your customers' journey.

Medallia Digital: Collect real-time customer feedback across digital channels, including web, mobile and in-app. Uncover deep insights using advanced reporting and text analytics. Drive action throughout an organization by empowering employees to close the loop with role-based reporting and alerts. Integrate multi-channel feedback and reporting to build a fuller understanding of customer journeys

Medallia Decibel: Decibel by Medallia is the only analytics software in the world that can automatically identify, score and prioritize every online user experience impacting adoption of digital solutions and driving cost-avoidance. Decibel's forensic tools get to the root cause of urgent issues so you can troubleshoot, validate hypotheses, and find the fastest path to resolution.

Together with Medallia Digital, Decibel empowers organizations with a complete understanding of what the online visitor thinks and what they are experiencing in the moment to ensure a great online/digital experience — every time.

Medallia Digital Anywhere: Engage customers and stakeholders on any internet connected (IoT) device. Medallia Digital Anywhere allows brands to reach customers in radically new ways, cutting through the noise of usage data, and showcasing what really matters. We support fully self-administered, dynamic, in-the-moment CX engagement programs that go beyond websites and mobile apps. Feedback interactions can be rapidly implemented through a lightweight, self service interface. So you can build once and then deploy across all your connected devices. Feedback data from Digital Anywhere can be combined with other feedback sources in Medallia Experience Cloud to create a unified view of customer experiences across all channels.

Medallia Social: Easily capture online customer/stakeholder feedback and comments from over 25 social and review sites, including Google, Facebook, Twitter, and TripAdvisor. Leverage artificial intelligence to uncover customer issues and suggestions and identify at-risk customers. View social feedback alongside survey data to identify cross-channel issues.

Medallia Surveys: Comprehensive Feedback Collection - Capture the voice of customers and employees wherever and however they want: email, website, mobile app, mobile messaging, IoT connected devices, phone (IVR), and social review sites.

Medallia LivingLens (Video): Harness the power of video — the authentic, human insights it provides can change your organization's ability to understand how people experience your brand, products and services. Video can also help you retain employees, and change culture. However, without the right platform, working with video at scale has been difficult. Medallia LivingLens helps you gain rich insights and better understand your customers and employees by making it easy to add the power of video to experience programs.

Medallia Ask Now: Deploy new questions to ongoing surveys at a moment's notice and collect responses in real-time.

Medallia Text Analytics: Customers broadcast valuable feedback about your business through surveys, social media, review sites and countless other channels. The problem is, much of this feedback is in written form. It's unstructured, disorganized and hard to analyze at scale. Medallia Text Analytics uses machine and human learning to automatically analyze text feedback, so you can understand what matters most to your customers and what you can do about it.

Medallia CX Profiles: Medallia CX Profiles bring together omnichannel signals into a complete view of each customer's experience with your brand. Provide employees with a complete view of end-to-end customer experiences, so they can have more meaningful follow-up interactions after a negative moment. Give customers more personalized and tailored experiences by understanding their preferences from prior feedback and relationship history.

Medallia CX Journeys: Unify data sources and resolve identity across channels to gain a comprehensive view of customer journeys. Uncover common paths and areas for improvement with powerful query and visualization tools. Group customers by common behaviors, experiences and other attributes to uncover trends and identify priority segments. Use experience feedback to enhance your understanding of all customers in a segment, including the silent majority.

Medallia Action Intelligence: Gather consumer opinions, motivations, and feelings through video, audio, or images within online surveys. Automatically record virtual IDIs and focus groups via video conference and let the Insights Suite analyze the content for you. Run international research with automated transcriptions and translations to save considerable time and resources.

Alerts & Reporting: Medallia Experience Cloud provides powerful capabilities to keep experience data in sync with your continually evolving organizational structure. Medallia Org Sync ensures that every employee gets an accurate view of the data tailored to their role and relevant to the customer interactions for their area of responsibility.

Medallia Mobile: Access the power of the Medallia Experience Cloud on your mobile device. Medallia Mobile allows employees to listen and act on feedback, no matter where they are. With

customer experience insights at your fingertips, Medallia Mobile drives customer engagement and makes delivering great experiences a habit.

Medallia Crowdicity: Crowdsourcing ideas from customers, residents and stakeholders. Benefit from the collective expertise and creativity of your employees, partners, and customers with idea challenges. Improve customer and employee experience, co-create new products and services, streamline processes, and increase cross-team collaboration.

Integrations: Medallia seamlessly hooks into established systems and processes, automating workflows, notifying relevant teams inside collaboration tools like Slack and Workplace by Facebook, and even triggering customer engagement campaigns in platforms like Salesforce or Marketo. Medallia's RESTful APIs, automated processes, and flexible data handling enable real-time CX data sharing across the enterprise and keep your finger on the pulse of the customer experience.

VIII. Financial Summary

Medallia invoices on both a Time and Materials and Firm Fixed Price basis, which can include methods such as deliverable or milestone based increments, though for our SaaS services we invoice up front at the execution of the agreement as it is a commercial off the shelf (COTS) product.

IX. Contractor Contact List

Matthew Halliday, Sales Director
mhalliday@medallia.com
(248) 860-1087

-- END OF ATTACHMENT B --



Medallia's proposed price list found herein is an exact copy of our pricing that is publicly available through the General Services Administration (GSA) on the GSA MAS Schedule contract GS-35F-267DA.

This price list was evaluated against the rigors of GSA's requirements, which includes a fair market comparison by providing extensive historical documents where Medallia has charged equal to or more than the proposed SKU price to the government. This pricing has been leveraged by the US government for the past two years in support of the execution of numerous deals across a broad range of purchase values.

Guide to price list: Unless otherwise noted, software costs represented in the GSA schedule detailed below are recurring annual software subscription fees. Fees represented under the Labor Categories section are listed as hourly rates for Medallia's professional services offerings.

Attachment C - Price Schedule

				
SKU #	Product Name	Product Description	GSA Price	NASPO Price
1200005PRFBSEG	Medallia Professional Edition Platform Tier 1	Medallia Professional Edition includes up to 100 Users, the number of annual web-based survey responses stated in the Order Form, up to 2 Reporting Roles, up to 2 Unit Types of any kind, up to 50 million annual Google machine translated characters, and 40 hours of annual enterprise managed services. Tier 1 includes 5,000 Annual Completed Surveys.	\$20,000.00	\$20,000.00
1200025PRFBSEG	Medallia Professional Edition Platform Tier 2	Medallia Professional Edition includes up to 100 Users, the number of annual web-based survey responses stated in the Order Form, up to 2 Reporting Roles, up to 2 Unit Types of any kind, up to 50 million annual Google machine translated characters, and 40 hours of annual enterprise managed services. Tier 2 includes 25,000 Annual Completed Surveys.	\$35,000.00	\$35,000.00
1200050PRFBSEG	Medallia Professional Edition Platform Tier 3	Medallia Professional Edition includes up to 100 Users, the number of annual web-based survey responses stated in the Order Form, up to 2 Reporting Roles, up to 2 Unit Types of any kind, up to 50 million annual Google machine translated characters, and 40 hours of annual enterprise managed services. Tier 3 includes 50,000 Annual Completed Surveys.	\$49,000.00	\$49,000.00
1200100PRFBSEG	Medallia Professional Edition Platform Tier 4	Medallia Professional Edition includes up to 100 Users, the number of annual web-based survey responses stated in the Order Form, up to 2 Reporting Roles, up to 2 Unit Types of any kind, up to 50 million annual Google machine translated characters, and 40 hours of annual enterprise managed services. Tier 4 includes 100,000 Annual Completed Surveys.	\$74,000.00	\$74,000.00
1200500PRFBSEG	Medallia Professional Edition Platform Tier 5	Medallia Professional Edition includes up to 100 Users, the number of annual web-based survey responses stated in the Order Form, up to 2 Reporting Roles, up to 2 Unit Types of any kind, up to 50 million annual Google machine translated characters, and 40 hours of annual enterprise managed services. Tier 5 includes 500,000 Annual Completed Surveys.	\$168,000.00	\$168,000.00
2001000DGTMNVG	Medallia Digital Web - 1M Monthly Visitors	Medallia for Digital Web feedback enables users to build and manage digital feedback capture that can be configured to target, intercept, engage and listen to visitors to an organizations digital properties. Platform can be design to reflect the look and feel of Customer's organizational branding, as well as configured to segment and target users based on behavioral, session and metadata attributes. Product for websites with up to 1 million monthly visits.	\$30,900.00	\$30,900.00
2005000DGTMNVG	Medallia Digital Web - 5M Monthly Visitors	Medallia for Digital Web feedback enables users to build and manage digital feedback capture that can be configured to target, intercept, engage and listen to visitors to an organizations digital properties. Platform can be design to reflect the look and feel of Customer's organizational branding, as well as configured to segment and target users based on behavioral, session and metadata attributes. Product for websites with up to 5 million monthly visits.	\$51,500.00	\$51,500.00
GX_ENT	Government Experience (GX) Enterprise Base Platform	Enterprise Medallia's Government Experience Cloud Platform that comes with unlimited data records, users, languages, machine comment translations, case management/alerting, role based dashboards, 2 mobile reporting apps and the Government User Admin Suite. The Medallia Experience Cloud Base Platform includes access to Medallia's online reporting, analysis and feedback management tool, which enables authorized users in a clients organization to read end-customer and employee feedback, receive push notifications, respond to feedback, and view important trends and performance indicators. Each Base Platform includes one software-as-a-service instance of the Medallia Experience Cloud, on which the Reporting Application and Customer's feedback program database are hosted.	\$168,000.00	\$168,000.00
GX_EX	Government Experience (GX) for Employee Enterprise Base Platform	Medallia's Government Employee Experience (GEX) cloud platform comes with unlimited Users, unlimited annual web-based survey responses, unlimited Reporting Roles, EX Employee Unit Types only, up to 50,000 daily Query API requests, up to 1 billion annual Google machine translated characters, and 1 sandbox test environment.	\$72,000.00	\$72,000.00
GX_UNIT1	GX Agency Unit Tier 1	Units are the basis of data collection and reporting within the Medallia Experience Cloud. Units are the Customer's most granular point of interaction with its end-customers or employees, and the most granular component to which a survey is attached. Each Unit is classified by its "Unit Type", which identifies the subject on which end-customers or employees are providing feedback. Varies from organization to organization depending on the mission and frequency of transactions executed. Examples for tier 1 include a B2B office, employee, medical doctor, ad-hoc researcher and comparable entities with similar volume of customer touchpoints	\$12.00	\$12.00
GX_UNIT2	GX Agency Unit Tier 2	Units are the basis of data collection and reporting within the Medallia Experience Cloud. Units are the Customer's most granular point of interaction with its end-customers or employees, and the most granular component to which a survey is attached. Each Unit is classified by its "Unit Type", which identifies the subject on which end-customers or employees are providing feedback. Varies from organization to organization depending on the mission and frequency of transactions executed. Examples for tier 2 include a mid-sized office, contact center agent, Airport staff, Claims agent, insurance agent, and comparable entities with similar volume of customer touchpoints.	\$120.00	\$120.00

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GX_UNIT3	GX Agency Unit Tier 3	Units are the basis of data collection and reporting with the Medallia Experience Cloud. Units are the Customer's most granular point of interaction with its end-customers or employees, and the most granular component to which a survey is attached. Each Unit is classified by its "Unit Type", which identifies the subject on which end customers or employees are providing feedback. Varies from organization to organization depending on the mission and frequency of transactions executed. Often a field office, project manager, government business unit, restaurant, retail store, wealth manager and comparable entities with similar volume of customer touchpoints	\$360.00	\$360.00
GX_UNIT4	GX Agency Unit Tier 4	Units are the basis of data collection and reporting with the Medallia Experience Cloud. Units are the Customer's most granular point of interaction with its end-customers or employees, and the most granular component to which a survey is attached. Each Unit is classified by its "Unit Type", which identifies the subject on which end-customers or employees are providing feedback. Varies from organization to organization depending on the mission and frequency of transactions executed. Often a shared services project team, high services physical customer touchpoint, Medical office, and comparable entities with similar volume of customer touchpoints	\$1,080.00	\$1,080.00
GX_UNIT5	GX Agency Unit Tier 5	Units are the basis of data collection and reporting with the Medallia Experience Cloud. Units are the Customer's most granular point of interaction with its end-customers or employees, and the most granular component to which a survey is attached. Each Unit is classified by its "Unit Type", which identifies the subject on which end-customers or employees are providing feedback. Varies from organization to organization depending on the mission and frequency of transactions executed. Often an entire office, contact center (dependant on # of agents), digital property, hotline and comparable entities with similar volume of customer touchpoints	\$10,200.00	\$10,200.00
AF_T1	Advanced Feature Tier 1	Enhanced functionality for the Medallia Government Experience Cloud, Government Employee Experience and Professional edition platforms. Features include functionality such as productized integrations with external platforms, Text analytics functionality, Promoter.io, Athena AI, CX360, Strikedeck, and Journey Analytics.	\$10,000.00	\$10,000.00
AF_T2	Advanced Feature Tier 2	Enhanced functionality for the to the Medallia Government Experience Cloud, Government Employee Experience or Professional edition platforms. Features include functionality such as open text analytics, Medallia Conversations, and the Athena AI Action Intelligence Platform.	\$35,000.00	\$35,000.00
AF_T3	Advanced Feature Tier 3	Enhanced functionality for the to the Medallia Government Experience Cloud, Government Employee Experience or Professional edition platforms. Features include functionality such as Adobe Analytics Package Integration, Medallia Conversations, Athena Action Intelligence, Medallia Social Media Monitoring, Open Text Analytics, and CX360 Profiles	\$75,000.00	\$75,000.00
AF_T4	Advanced Feature Tier 4	Enhanced functionality for the to the Medallia Government Experience Cloud, Government Employee Experience or Professional edition platforms. Features include functionality such as productized integrations with external platforms such as ERPs, HRIS, etc, Open Text analytics functionality, Crowdcity, Zingle, Promoter.io, Athena AI, CX360, Strikedeck, Journey Analytics and social media feedback listening.	\$100,000.00	\$100,000.00
AF_T5	Advanced Feature Tier 5	Enhanced functionality for the to the Medallia Government Experience Cloud, Government Employee Experience or Professional edition platforms. Features include functionality such as productized integrations with external platforms, CX360 Profiles, Medallia Conversations, and Medallia Social Media Monitoring.	\$200,000.00	\$200,000.00
AF_T6	Advanced Feature Tier 6	Enhanced functionality for the to the Medallia Government Experience Cloud, Government Employee Experience or Professional edition platforms. Features include functionality such as productized integrations with external platforms, CX360 Profiles, Medallia Journey Analytics, and Medallia Social Media Monitoring	\$350,000.00	\$350,000.00
AF_T7	Advanced Feature Tier 7	Enhanced functionality for the to the Medallia Government Experience Cloud, Government Employee Experience or Professional edition platforms. Features include functionality such as Medallia Athena Action Intelligence, CX360 Profiles, and Medallia Journey Analytics.	\$675,000.00	\$675,000.00
LP_75411	CX Navigator Technical Online Learning Portal	40+ Interactive courses with 25+ topics covered, approximately 25 hours of instructions focused on both the technical operation of the Medallia Government Experience Cloud and the fundamentals of standing up and maintaining a customer experience program.	\$2,300.00	\$2,300.00
Labor Categories				
SKU #	Job Title	Job Description	GSA Price	NASPO Price
DLTPS-SA-02	System Administrator II	System Administrator II is responsible for maintaining specific systems within the IT environment. As required, the System Administrator II is responsible for the maintenance, configuration, upkeep, and reliable operation of his/her assigned systems, networks, storage, and cloud-based technologies. System Administrator II has mid-level technical skills relating to the technologies or scripting languages used in the operation of the IT systems.	\$110.59	\$110.59
DLTPS-SA-03	System Administrator III	System Administrator III is responsible for maintaining specific systems within the IT environment. As required, the System Administrator III is responsible for the maintenance, configuration, upkeep, and reliable operation of his/her assigned systems, networks, storage, and cloud-based technologies. System Administrator III develops standard operating procedures and runbooks for the IT systems. System Administrator III has senior-level technical skills relating to the technologies or scripting languages used in the operation of the IT systems.	\$132.71	\$132.71

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DLTPS-SA-04	System Administrator IV	System Administrator IV is responsible for maintaining specific systems within the IT environment. As required, the System Administrator IV is responsible for the maintenance, configuration, upkeep, and reliable operation of his/her assigned systems, networks, storage, and cloud-based technologies. System Administrator IV develops standard operating procedures and runbooks for the IT systems. System Administrator IV has senior-level technical skills relating to the technologies or scripting languages used in the operation of the IT systems. Additionally, System Administrator IV has expert knowledge of system automation and IT operations-related technical requirements and tool selection/operation.	\$160.35	\$160.35
DLTPS-SA-05	System Administrator V	System Administrator V is responsible for maintaining specific systems within the IT environment and may be responsible for managing system administration staff. As required, System Administrator V is responsible for the maintenance, configuration, upkeep, and reliable operation of one or more systems, networks, storage, and cloud-based technologies. System Administrator V develops standard operating procedures and runbooks for the IT systems. System Administrator V has expert-level technical skills relating to the technologies or scripting languages used in the operation of the IT systems as well as expert knowledge of system automation and IT operations-related technical requirements and tool selection/operation.	\$234.45	\$234.45
DLTPS-PE-01	Project Engineer I	Project Engineer I (System, Application, or Software) is responsible for supporting specific tasks relating to the implementation, configuration, integration, and testing of information technology products. As required, Project Engineer I is involved in a support role to conduct the analysis and capture of requirements, contribution to the solution design, and development of the implementation plan, testing and documentation. Based on the defined tasks, Project Engineer I may also support design and development of custom software in support of the overall project. Project Engineer I has junior level skills relating to the technologies or programming languages used in the delivery of the project.	\$110.59	\$110.59
DLTPS-PE-02	Project Engineer II	Project Engineer II (System, Application, or Software) functions as a team lead, responsible for leading tasks relating to the implementation, configuration, integration, and testing of information technology products. As required, Project Engineer II is involved in leading the analysis and capture of requirements, contribution to the solution design, and development of the implementation plan, testing and documentation. Based on the defined tasks, Project Engineer II may also lead the design and development of custom software in support of the overall project. Project Engineer II has mid-level skills relating to the technologies or programming languages used in the delivery of the project.	\$132.71	\$132.71
DLTPS-PE-03	Project Engineer III	Project Engineer III (System, Application, or Software) is responsible for managing tasks relating to the implementation, configuration, integration, and testing of information technology products. As required, Project Engineer III is involved in managing the analysis and capture of requirements, contribution to the solution design, and development of the implementation plan, testing and documentation. Based on the defined tasks, Project Engineer III may also manage the design and development of custom software in support of the overall project. Project Engineer III has senior level skills relating to the technologies or programming languages used in the delivery of the project.	\$175.52	\$175.52
DLTPS-PE-04	Project Engineer IV	Project Engineer IV (System, Application, or Software) is responsible for complete oversight of specific tasks relating to the implementation, configuration, integration, and testing of information technology products. As required, Project Engineer IV is involved in the analysis and capture of requirements, contribution to the solution design, and development of the implementation plan, testing and documentation. Based on the defined tasks, Project Engineer IV is the lead principal who may also be responsible for overall design and development of custom software in support of the overall project. Project Engineer IV has expert level skills relating to the technologies or programming languages used in the delivery of the project.	\$207.02	\$207.02
DLTPS-PE-05	Project Engineer V	Project Engineer V (System, Application, or Software) has executive level responsibility for multiple projects/programs relating to the implementation, configuration, integration, and testing of information technology products. As required, Project Engineer V reviews the project team's analysis and capture of requirements, contribution to the solution design, development of the implementation plan, testing and documentation. Based on the defined tasks, Project Engineer V may be the lead engineer responsible for overall design and development of custom software in support of the overall program and project(s). Project Engineer V has expert level skills relating to the technologies or programming languages used in the delivery of the project.	\$248.43	\$248.43
DLTPS-ITA-01	IT Architect I	IT Architect I is responsible for supporting the overall design, development and deployment of an IT solution. For complex projects, the IT Architect I may be responsible for supporting a specific component of the solution architecture. IT Architect I supports the capture, analysis and synthesis of both the technical and business requirements; the development of the conceptual and detailed design of the IT solution; and overall responsibility and technical leadership of the delivery team. IT Architect I provides support during the implementation and integration phases of the project.	\$207.02	\$207.02
DLTPS-ITA-02	IT Architect II	IT Architect II functions in a team lead role, responsible for the overall design, development and deployment of an IT solution. For complex projects, the IT Architect II may be responsible for leading the work related to a specific component of the solution architecture. IT Architect II leads the capture, analysis and synthesis of both the technical and business requirements; the development of the conceptual and detailed design of the IT solution; and overall responsibility and technical leadership of the delivery team. IT Architect II may lead the team to provide additional product specific expertise during the implementation and integration phases of the project.	\$248.43	\$248.43

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DLTPS-ITA-03	IT Architect III	IT Architect III functions in a management role, responsible for managing the overall design, development and deployment of an IT solution. For complex projects, the IT Architect III may be responsible for managing the work related to a specific component of the solution architecture. IT Architect III manages the capture, analysis and synthesis of both the technical and business requirements; the development of the conceptual and detailed design of the IT solution; and overall responsibility and technical leadership of the delivery team. IT Architect III may manage a team to provide additional product specific expertise during the implementation and integration phases of the project.	\$298.12	\$298.12
DLTPS-ITA-04	IT Architect IV	IT Architect IV is responsible for complete oversight for managing the overall design, development and deployment of an IT solution. For complex projects, the IT Architect IV may have oversight for the work related to a specific component of the solution architecture. IT Architect IV oversees the capture, analysis and synthesis of both the technical and business requirements; the development of the conceptual and detailed design of the IT solution; and overall responsibility and technical leadership of the delivery team.	\$357.74	\$357.74
DLTPS-SME-01	Subject Matter Expert I	Subject Matter Expert I provides expertise for at least one technology domain. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Expert I may provide domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Depending on the scope of the project, Subject Matter Expert I may support client requirements directly or support a technical team within a project.	\$189.11	\$189.11
DLTPS-SME-02	Subject Matter Expert II	Subject Matter Expert II provides expertise for at least one technology domain. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Expert II leads a team that provides domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Depending on the scope of the project, Subject Matter Expert II may support client requirements directly or lead a technical team within a project. Subject Matter Expert II often has additional specialized training or certifications relating to his/her domain of expertise.	\$226.93	\$226.93
DLTPS-SME-03	Subject Matter Expert III	Subject Matter Expert III provides deep level expertise for one or more technology domains. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Expert III manages team (s) providing domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Depending on the scope of the project, Subject Matter Expert III may support client requirements directly or manage technical team(s) within a project. Subject Matter Expert III often has additional specialized training or certifications relating to his/her domain(s) of expertise.	\$272.32	\$272.32
DLTPS-SME-04	Subject Matter Expert IV	Subject Matter Expert IV provides deep level expertise for one or more technology domains. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Expert IV has complete oversight for team(s) providing domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Depending on the scope of the project, Subject Matter Expert IV may support client requirements directly or oversee technical team(s) within a project. Subject Matter Expert IV has additional specialized training or certifications relating to his/her domain(s) of expertise.	\$326.78	\$326.78
DLTPS-SME-05	Subject Matter Expert V	Subject Matter Expert V provides deep level expertise for one or more technology domains. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Expert V has executive level oversight for multiple programs and project teams providing domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Subject Matter Expert V has considerable specialized training or certifications relating to his/her domain(s) of expertise.	\$392.14	\$392.14
DLTPS-PM-01	Project Manager I	Project Manager I supports the monitoring of project performance against engagement milestones; managing client expectations; coordinating resources and processes to achieve engagement workplan; recommending changes to the engagement staff over the life of the project; monitoring project budgets and preparing client billings as appropriate; ensures all project documentation is maintained in accordance with consulting standards.	\$207.02	\$207.02
DLTPS-PM-02	Project Manager II	Project Manager II leads the monitoring of project performance against engagement milestones; managing client expectations; coordinating resources and processes to achieve engagement workplan; recommending changes to the engagement staff over the life of the project; managing project budgets and preparing client billings as appropriate; ensures all project documentation is maintained in accordance with consulting standards.	\$248.43	\$248.43

Attachment C - Price Schedule

DLTPS-PM-03	Project Manager III	Project Manager III manages the monitoring of project performance against engagement milestones; manages client expectations; allocates resources and processes to achieve engagement workplan; implements changes to the engagement staff over the life of the project; oversees project budgets and client billings as appropriate; and ensures all project documentation is maintained in accordance with consulting standards.	\$298.12	\$298.12
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Attachment D – End User License Agreements

Not applicable.