West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

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Procurement | Budgeting | Accounts Receivable | Accounts Payable

Welcome, Christopher W Seckman

Solicitation Response(SR) | Dept: 0323 | ID: ESR11122400000003447 | Ver.: 1 | Function: New | Phase: Final | ▼ | Modified by batch , 11/12/2024

Header 🔗 5

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1469631	SO Doc Code: CRFQ
Procurement Type: Central Master Agreement	SO Dept: 0323
Vendor ID: VS0000018935	SO Doc ID: WWV2500000001
Legal Name: SMARTRONIX LLC	Published Date: 10/22/24
Alias/DBA:	Close Date: 11/12/24
Total Bid: $199,680.00	Close Time: 13:30
Response Date: 11/12/2024	Status: Closed
Response Time: 12:49	Solicitation Description: Virtual Call Center
Responded By User ID: dmitchell1234	Total of Header Attachments: 5
First Name: Dominique	Total of All Attachments: 5
Last Name: Mitchell	
Email: dmitchell@smxtech.com	
Phone: 571-895-4529	

	Department of Administration **Purchasing Division** **2019 Washington Street East** **Post Office Box 50130** **Charleston, WV 25305-0130**	**State of West Virginia** **Solicitation Response**

Proc Folder:	1469631
Solicitation Description:	Virtual Call Center
Proc Type:	Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-11-12 13:30	SR 0323 ESR11122400000003447	1

VENDOR
VS0000018935 SMARTRONIX LLC

Solicitation Number:	CRFQ 0323 WWV2500000001

Total Bid:	199680	**Response Date:**	2024-11-12	**Response Time:**	12:49:55

Comments:

FOR INFORMATION CONTACT THE BUYER
Brandon L Barr
304-558-2652
brandon.l.barr@wv.gov

Vendor
Signature X   **FEIN#**   **DATE**
All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	AWS Services				139680.00

Comm Code	Manufacturer	Specification	Model #
81112006			

Commodity Line Comments: $12,000 monthly usage costs (includes 3% discount) $11,640

Extended Description:

AWS Services
These are estimates, actual costs will be based on consumption

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Cloud Assured Managed Services				60000.00

Comm Code	Manufacturer	Specification	Model #
81112006			

Commodity Line Comments: $5,000 monthly

Extended Description:

Cloud Assured Managed Services
These are estimates, actual costs will be based on consumption

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Professional Service Hours (PM)	0.00000	HOUR	200.000000	0.00

Comm Code	Manufacturer	Specification	Model #
81112006			

Commodity Line Comments: hourly rate (100 estimated annual hours)

Extended Description:

Professional Service Hours (PM)
These are estimates, actual cost will be based on consumption

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Professional Service Hours (Junior Developer)	0.00000	HOUR	180.000000	0.00

Comm Code	Manufacturer	Specification	Model #
81112006			

Commodity Line Comments: hourly rate (100 estimated annual hours)

Extended Description:

Professional Service Hours (Junior Developer)
These are estimates, actual cost will be based on consumption

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Professional Service Hours (Senior Developer)	0.00000	HOUR	240.000000	0.00

Comm Code	Manufacturer	Specification	Model #
81112006			

Commodity Line Comments: hourly rate (100 estimated annual hours)

Extended Description:

Professional Service Hours (Senior Developer)
These are estimates, actual cost will be based on consumption

Qualifications and Technical Response

for

Workforce West Virginia

Virtual Call Center

In Response to Solicitation Number CRFQ 0323 WWV 2500000001

Due: November 12 – 1:30PM EST

Submitted to:

Brandon L Barr

Department of Administration

Purchasing Division

2019 Washington St E

Charleston WV 25305

Submitted by:

Smartronix, LLC (dba SMX)

44150 Smartronix Way, Suite 200

Hollywood Maryland 20636-3172

November 12, 2024

West Virginia
Department of Administration
Purchasing Division
2019 Washington St E
Charleston WV 25305

Subject: Solicitation Number CRFQ 0323 – Virtual Call Center; SMX Submittal
Attn: Brandon L Barr

West Virginia Dept of Administration Purchasing Division:
Smartronix, LLC ("SMX") is pleased to present its response to the XXX.The SMX response to the RFQ ("Quote") consists of the following documents that are incorporated herein:

1. This Cover Letter
2. The Qualifications and Technical Response completed by SMX
3. Exhibit A Virtual Call Center Pricing Page
4. Appendix A – Qualifications Documentation

Pursuant to the subject solicitation requirements, this Quote shall be valid for one hundred twenty days (120) days from date of this submittal. SMX appreciates the opportunity to support your mission, please reach out with any questions.
Sincerely,

Dominique Mitchell

Dominique Mitchell
Contracts Specialist, SMX

SMX Response to Section 3. Qualifications:

3.1 Must have supported virtual call center operation in cloud computing environments for at least five (5) years. Vendor must provide a list of relevant references. At a minimum, the list must include the client's name, address, contact information and dates of service. Documentation verifying experience should be submitted with bid. Vendor must provide verification documents within forty-eight (48) hours upon request. This documentation will be required before an award can be made.

SMX has supported virtual call center operation in cloud computing environments for the following customers:

1. Massachusetts Executive Office of Labor and Workforce Development
    a. 2020 – present
    b. Customer Contact:

    > Tony Fantasia
    > Chief Information Officer
    > One Ashburton Place Suite 2112
    > Boston, MA 02108
    > Desk: 617-626-5112
    > anthony.fantasia@mass.gov

2. Petco
    a. 2022 – 2024
    b. Customer Contact:

    > Mario Fernandez
    > Sr Director, Infrastructure
    > 10850 Via Frontera
    > San Diego, CA 92127
    > o: 858.657.2095
    > Mario.fernandez@petco.com

3. Workforce West Virginia
    a. 2020 – present

3.2. Must have supported related services, such as Lambda functions, Dynamo DB, Cognito, and S3 storage in AWS environments for at least five (5) years in each related service. Vendor must provide a list of relevant references. At a minimum, the list must include the client's name, address, contact information and dates of service. Documentation verifying experience should be submitted with bid. Vendor must provide verification documents within forty-eight (48) hours upon request. This documentation will be required before an award can be made.

SMX has supported related cloud services for the following customers:

1. Massachusetts Executive Office of Technology Services and Security
   a. 2016 – present
   b. Customer Contact:

   > William Cole
   > Commonwealth Chief Technology Officer
   > 1 Ashburton Place, 8th Floor, Boston, MA 02108
   > Office: (617) 626-4452
   > william.cole@mass.gov

2. Massachusetts Executive Office of Labor and Workforce Development
   a. 2017 – present
   b. Customer Contact:

   > Tony Fantasia
   > Chief Information Officer
   > One Ashburton Place Suite 2112
   > Boston, MA 02108
   > Desk: 617-626-5112
   > anthony.fantasia@mass.gov

3. Massachusetts Department of Revenue and Executive Office of Health and Human Services
   a. 2020 – Present (DOR) / 2018 – Present (HHS)
   b. Customer Contact:

   > Erin Botelho, Secretariat CIO
   > Executive Office of Health and Human Services
   > 100 Hancock Street Quincy MA 02171
   > erin.botelho@mass.gov

Supporting documentation for qualifications is attached in Appendix A.

SMX Response to Section 4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Virtual Call Center System

4.1.1.1 Must support a variable number of call center users, up to 500 simultaneous inbound and outbound callers.

The AWS Connect based call center solution implemented by SMX for Workforce West Virginia supports a variable number of call center users that can be scaled up or down on demand. Up to 500 simultaneous inbound and outbound callers is currently supported. The system can scale up to support 10,000+ users.

4.1.1.2 System must have customizable call queue settings

The AWS Connect based call center solution implemented by SMX for
Workforce West Virginia has customizable call queue settings.

4.1.1.3 System must allow for multiple tiers for call triage and handling.

The AWS Connect based call center solution implemented by SMX for
Workforce West Virginia supports multiple tiers for call triage and handling

4.1.1.4 System must support call transfer options for call center personnel, either
predefined call flow queues or external numbers.
The AWS Connect based call center solution implemented by SMX for
Workforce West Virginia provides various options for creating call handling
workflows to address different tiers of customer service or triage levels. These
tiers can be customized to meet specific business needs, allowing for efficient call
routing and management according to caller needs, agent skills, and customer
priority.

4.1.1.5 System must allow for agency staff to edit a database of holidays which is
referenced for call center closure.
https://personnel.wv.gov/employees/benefits/pages/holidays.aspx

The AWS Connect based call center solution implemented by SMX for
Workforce West Virginia currently supports this capability

4.1.1.6 Vendor must allow agency access to review billing to verify monthly usage and
cost of Amazon Connect Services within AWS. Vendor must submit a detailed
breakdown of costs and usage for each Amazon Connect Service the Agency consumes
with the monthly invoice.

SMX consolidated cloud billing service includes access to the SMX CloudHealth
cloud cost and usage management platform which provides ongoing, near real-
time visibility into actual consumption of services. SMX provides a detailed
breakdown of costs and usage for each AWS service consumed by the Agency
with each monthly invoice.

4.1.1.7 Vendor is responsible for managing WorkForce West Virginia's call data
within the Amazon Connect cloud-based contact center platform. All previous, current
and future years data must be maintained in the platform, including call records.
Vendor must maintain call data for at least seven (7) years. Data shall not be disposed
of without permission from the Agency.

As currently implemented, the SMX AWS Connect based call center
automatically retains Workforce West Virginia's call center data and stores in
securely and efficiently using appropriate AWS services such as S3 and Glacier
for the required retention period

4.1.1.8 All compute functions must come from US based data centers. IRS publication
1075 Section 2.C.7, Offshore Operations, requires systems containing FTI to be

located, operated and maintained by personnel physically located within the United States. https://www.irs.gov/pub/irs-pdf/p1075.pdf

The AWS Connect based call center service implemented by SMX for Workforce West Virginia is architected and deployed to meet all IRS 1075 requirements including operating on infrastructure entirely within the boundaries of the United States and operated and maintained by personnel physically located within the United States.

4.1.2 Outbound, Automated Call Campaigns
4.1.2.1 Must be able to conduct a minimum of four (4) calls per second.

The AWS Connect service can inherently handle thousands of concurrent calls when architected appropriately. As currently implemented the Workforce West Virginia call center meets the requirement

4.1.2.2 Calls will deliver an AI generated voice message from provided text to each answered call

AWS Connect natively supports AI generated voice messages from provided text via AWS Lex and AWS Polly

4.1.2.3 Must support ad hoc outbound calling campaigns.

Amazon Connect offers functionality for ad hoc outbound calling campaigns, allowing organizations to initiate outbound calls to customers for various purposes like marketing, customer follow-ups, reminders, and notifications. AWS provides several tools and integrations within Amazon Connect to streamline the management of these campaigns, with the flexibility to scale based on campaign needs. The SMX team currently supporting the Workforce West Virginia call center have the expertise to support the deployment of ad hoc outbound calling campaigns.

4.1.2.3.1 Vendor must initiate same day calling the day WorkForce West Virginia creates the call campaign.

This function is included in the managed service currently provided by SMX

4.1.2.3.2 Must use a list of phone numbers provided by WorkForce West Virginia via https or sftp secure file upload.

This function is included in the implementation and managed service currently provided by SMX

4.1.2.3.3 Must send confirmation for each campaign that calls are scheduled via email to designated email address(es), for each campaign.

This function is currently available as a native service in the West Virginia Workforce call center as implemented and managed by SMX

4.1.2.3.4 Must support a minimum of four (4) agency system users for scheduling campaigns.

This requirement is natively supported by the AWS Connect service, and support for four or more agency users for scheduling campaigns is included in SMX' service

4.1.2.3.5 Must provide reporting status of each call reported or attempted.

This requirement is natively supported by the AWS Connect service as implemented by SMX for Workforce West Virginia

4.1.3 Daily Scheduled Calls

4.1.3.1 Must create campaign based on a list provided by WorkForce West Virginia daily delivered via https or sftp secure file upload.

This requirement is a native capability of an AWS Connect based call center, and is supported by the system implemented by SMX for Workforce West Virginia

4.1.3.2 Must provide confirmation for each campaign that calls are scheduled via email to designated email address(es).

Email confirmation to designated email addresses is a currently supported function of the SMX implemented Workforce West Virginia call center

4.1.3.3 Must provide reporting status of each call made or attempted.

Status reports of calls made or attempted are a native function of AWS Connect and configured to meet the requirement as implemented by SMX for Workforce West Virginia

4.1.3.4 Must have multiple agency user support as in 4.1.2.3.4.

Amazon Connect Campaigns is enabled in the Workforce West Virginia call center as implemented by SMX. This service natively supports multiple agencies users as required

4.1.4 SMS Support

4.1.4.1 Must be able to support SMS messages for future expansion. Billable hours for any future expansions will be charged as professional service hours in 4.1.6

AWS Connect supports SMS messaging through integration with AWS Pinpoint and Amazon Simple Notification Service. SMX architects, engineers, and

developers have extensive experience integrating and configuring these services for government agencies.

4.1.4.2 Must schedule SMS messages based on a list provided by WorkForce West Virginia daily delivered via https or sftp secure file upload.

This functionality is available by integrating **Amazon Connect** with **AWS Lambda**, **Amazon Pinpoint** (for SMS capabilities), and possibly **Amazon EventBridge** (for scheduling). SMX architects, engineers, and developers have extensive experience integrating and configuring these services for government agencies.

4.1.4.3 Must schedule SMS messaging consistent with outbound calling system in 4.1.2 and 4.1.3.

This functionality can be achieved via the services described above. SMX architects, engineers, and developers have extensive experience integrating and configuring these services for government agencies.

4.1.4.4 Must support for ad hoc and daily scheduled as indicated in 4.1.2 and 4.1.3.

This functionality can be achieved via the services described above. SMX architects, engineers, and developers have extensive experience integrating and configuring these services for government agencies.

4.1.5 Managed Services

4.1.5.1 Must provide a help desk and ticketing system to accommodate a maximum of five (5) agency staff members that is available during standard business hours, Monday through Friday of 8:00AM – 5:00PM Eastern Time. Response time must be within four (4) hours of receiving the request during normal business hours. All help desk services must come from US based staff. IRS publication 1075 Section 2.C.7, Offshore Operations, requires systems containing FTI to be located, operated and maintained by personnel physically located within the United States.
https://www.irs.gov/pub/irs-pdf/p1075.pdf

The managed service currently provided by SMX meets this requirement and is operated by staff physically located within the United States aligned to IRS 1075 standards and requirements

4.1.5.2 Must allow tickets to be sent to help desk by WorkForce West Virginia staff outside of standard business hours. Requests received outside of standard business hours must be responded to within four (4) hours of the start of the next standard business day.

The managed service currently provided by SMX meets this requirement

4.1.5.3 Must provide support to a maximum of five (5) agency technical staff for technical issues via a help desk ticketing system.

The managed service currently provided by SMX meets this requirement

4.1.5.4 Must alert agency staff to possible impact of operations due to upstream service provider outages within four (4) hours of provider notification.

The managed service currently provided by SMX meets this requirement

4.1.5.5 Vendor must set up new users within call system via vendor managed ticketing system, per previously defined service availability.

The managed service currently provided by SMX meets this requirement

4.1.6 Professional service hours

4.1.6.1 Professional service hours for system enhancements to include messaging SMS capabilities similar to the outbound calling process, broken into charges for project managers, senior and junior developers.

Net new feature development and deployment for system enhancements, including SMS capabilities, is a service provided by SMX via professional consulting services. Charges can be broken down by labor category and can be provided via a Time & Materials, hourly based billing model or an outcome based fixed fee delivery model

4.1.6.2 All professional services must come from US based staff. IRS publication 1075 Section 2.C.7, Offshore Operations, requires systems containing FTI to be located, operated and maintained by personnel physically located within the United States.
https://www.irs.gov/pub/irs-pdf/p1075.pdf

All SMX professional consulting services resources provided services to State Government agencies are located within the United States and operate against standards and processes aligned to IRS 1075 regulations

4.1.6.3 Project managers will serve as the main point of contact and will be responsible for handling the scope of the engagement coordinating with WorkForce West Virginia and vendor staff.

The SMX engagement with Workforce West Virginia is currently structured to provide a project manager as the main point of contact, who is responsible for handling the scope of the engagement coordinating with WorkForce West Virginia and SMX staff. In the event of award this service will continue.

4.1.6.4 Senior developers would be responsible for system design in consultation with WorkForce West Virginia staff.

SMX senior developers are engaged for system design and aligned to consult with WorkForce West Virginia staff

4.1.6.5 Junior developers would be responsible for code generation to meet the requirements and flesh out the messaging system based on the design of the senior developers.

SMX regularly leverages junior developer resources for the execution of projects and initiatives designed by senior developers. This provides a cost efficient delivery model without sacrificing expertise. This model will be leveraged in the event of award.

SMX Response to Section 11. Miscellaneous

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Dominique Mitchell
Telephone Number: (571) 895-4529
Fax Number: n/a
Email Address: dmitchell@smxtech.com

Description	Specification	Estimated Monthly Usage	Percentage Markup	Monthly Cost
Amazon Connect	4.1.1-4.1.4	$12,000.00	-3%	$11,640.00
Convert bid markup percentage to a decimal (eg, 10% markup becomes .10 as a decimal), and add to 1.00 to calculate multiplier. For example, a 10% markup would become a multiplier of 1.1			-0.03	**(Multiplier)**
service expense management platform				

TOTAL ANNUAL AWS SERVICES ESTIMATED COSTS	Equals 12 x Monthly Cost		$139,680.00

Description	Specification	Fixed Monthly Cost	Total Annual Cost
Managed Services (monthly)	4.1.5	$5,000.00	$60,000.00

Description	Specification	Estimated Annual Hours	Hourly Cost	Total Annual Cost
Professional Service Hours (Progect Manager)	4.1.6	100	$200.00	$20,000.00
Professional Service Hours (Senior Developer)	4.1.6	100	$240.00	$24,000.00
Professional Service Hours (Junior Developer)	4.1.6	100	$180.00	$18,000.00

GRAND TOTAL

$261,680.00

Note: The estimated quantity is for evaluation purposes only. Actual volume is undetermined. No future use of the contract or any individual item is guaranteed or implied.

VENDOR'S NAME: Smartronix, LLC (SMX)

VENDOR'S ADDRESS: 44150 Smartronix Way, Suite 200, Hollywood, MD 20636

VENDOR'S PHONE & EMAIL: 617-921-2278, SLGRFPs <slgrfps@smxtech.com>

<div align="center">

WORK ORDER NO. 1

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This Work Order No. 1 (this "WO") is entered into as of August 3, 2022 (the "Effective Date") by and between Petco Animal Supplies Stores, Inc. ("Petco") and Smartronix, LLC ("Supplier") pursuant to the Professional Services Agreement (the "Agreement") between Petco and Supplier effective as of August 3, 2022.

This WO is subject to all of the terms of the Agreement. All capitalized terms not defined in this WO will have the meanings ascribed to them in the Agreement. Notwithstanding the foregoing, if a provision of this WO specifically references a provision in the Agreement and provides that the provision of this WO will control in the event of a conflict, then such provision in this WO will control with respect to the Services performed under this WO.

1. SCOPE OF WORK, DELIVERABLES & SCHEDULE

Overview of Services:
This document outlines the SMX Cloud Assured Managed Service ("CAMS") support model for Petco's Amazon Connect platform. Amazon Connect is an omnichannel, Amazon Web Services ("AWS") cloud contact center service using machine-learning ("ML"). SMX is accredited by AWS having achieved the Amazon Connect Partner competency.

Services and Deliverables

Supplier will, pursuant to this WO, provide the following Services and Deliverables:
- Tier 1 support for Amazon Connect
- Tier 2 support for Amazon Connect
- Platform optimization services for Amazon Connect

A. Tier 1 Support
Tier 1 support is responsible for the most common incidents and requests. At this level, SMX is responsible for resolving most Amazon Connect issues without having to escalate to other tiers. This support will be measured by key performance indicators ("KPIs") as part of CAMS as outlined in the SLA table below. At this tier, 40%-60% of all incidents and requests will be resolved with KPIs monitored to help drive continual improvements.

The SMX CAMS tier 1 support team will consist of Amazon Connect support administrators that, using tools and an in-depth knowledge base (which contains solutions, history, and workarounds for Amazon Connect), are responsible for performing the following:
- User modifications
- Queue administration
- Basic contact flow modifications (play prompt mods, mod of existing call flow)
- Hours of operation administration and emergency change requests
- DID and toll-free number migration support and assignment to Amazon Connect call flows
- PlayPrompt management
- QuickConnect administration
- Routing profile administration
- Existing integration support
- Agent troubleshooting (connectivity issues, contact call panel issues, agent account issues)
- Escalation and support handling with AWS Support
- User training assistance
- Ad hoc reporting needs

Tier 1 support will be delivered using a layered approach. Monitoring points will be established to track system availability 24/7/365. Supplier will provide Amazon Connect support administrators from 4:00 am to 10:00 pm PT to provide tier 1 support to Petco and making changes as needed. If the platform goes down or is significantly impacted, on-call resources will be engaged to support after-hours incidents.

In addition to the above service, Supplier will deploy and manage AWS Managed Services ("AMS") to support the cloud environment. AMS is a service for managing operations of Petco's AWS infrastructure. AMS provides routine infrastructure operations such as patch, continuity management, security management, and IT management processes such as incident, change and service request management. For Petco's Amazon Connect Platform, AMS will be used to establish monitoring and alerting points and provide automated guardrails and reporting for all cloud services used to deliver the combined solution. If virtual servers / EC2 instances should be required by Petco, AMS will also provide patching and backups for those instances.

Supplier will provide 24x7x365 monitoring of Petco's Amazon Connect infrastructure to ensure that all AWS services are 100% functional. Tier 1 support will escalate issues to tier 2 support and triage as needed and based on the level of service availability. If tier 1 support is unable to resolve an issue within the SLA target(s) described herein, tier 2 support will assume responsibility for resolution.

B. Tier 2 Support
The goal of tier 2 support is to resolve the remainder of issues and requests not resolved by tier 1 support. These requests include provisioning and implementation of additional AWS services to further enhance the Amazon Connect infrastructure, and the building and maintenance of additional AWS services used in relation to Amazon Connect for fulfilling necessary call center functions. Tier 2 support also provides on-call resources that support the in-depth investigation, diagnosis, and resolution of issues. Those tier 2 support resources are responsible for responding to any escalated incidents or requests and resolving issues as expediently as possible (including with the SLA target(s)).

In addition to escalation of tier 1 support issues, tier 2 support includes the following:
- User administration including user hierarchy changes
- Queue create and updates
- Advanced contact flow modifications
- Hours of operation creation
- DID and toll-free number creation
- PlayPrompt creation
- QuickConnect creation
- Routing creation
- Native cloud service maintenance and configuration adjustments (e.g. Lex, S3, DDB, Lambda, CloudFront)

Subject Matter Expert ("SME") Support
- Perform tier 1 support and tier 2 support tasks
- Perform root cause analysis
- Develop KBs for use by lower support tiers
- Document infrastructure updates

Primary Tier 2 Support: Supplier will provide Amazon Connect support administrators from 7:00 am to 5:00 pm PT to provide tier 2 support; provided, however, that during the first ninety (90) days of the Term, Supplier will provide Amazon Connect support administrators from 8:00am to 4:00 pm PT to provide tier 2 support.

On-Call Tier 2 Support: This is be covered by the weekly rotation of technical SME resources. A designated SME is always available (24x7x365) to respond to an emergency notification and deal with incidents involving Amazon Connect and its related infrastructure, including, for the avoidance of doubt, on days where retail businesses expect increased traffic (e.g., Black Friday through Cyber Monday). The goal of this on-call support will be to mitigate an issue/incident escalated to them and to assess the time to resolution, the nature of the escalation, the scale of impact and ideally fix an issue before Petco is aware of it. If the scale results in a Severity 1 event as defined in "SLA 3: OPERATIONAL EVENT RESPONSE", SMX will communicate its impact to Petco and begin immediate work on a resolution engaging with AWS Support as needed. The SME can also bring in other expertise to assist in finding a resolution if the need is warranted.

C. Platform Optimization

SMX Platform Optimization consists of Amazon Connect SMEs who can provide deep insights into the Amazon Connect service, connectivity issues and requests, along with project management leadership. This service is composed of multiple teams including application experts, database experts, AWS cloud infrastructure experts and security operations, development operations to mature extend the Connect Platform as future needs demand.

The Platform Optimization service covered by on-demand resources support the in-depth investigation, diagnosis, resolution of issues, and optimizations to prevent future incidents. They are responsible for responding to any escalated incidents or requests and resolving issues as expediently as possible.

Due to the highly specialized nature of the Platform Optimization team, their work is tracked and documented to prevent future escalation and escalation "bounce back" of improperly classified support incidents. They also coordinate support activities efficiently following Supplier's standard operating procedures for its SMEs.

At this level, Amazon Connect and Specialty SMEs will:
- Create and Document Infrastructure Designs
- Infrastructure build out
- New Contact Flow development
- Significant Contact Flow changes
- Significant Custom 3rd Party integrations
- Native cloud service development and integration (e.g. Lex, S3, DDB, Lambda)
- Custom reporting
- Advanced Connect feature implementations and initial support (e.g. Contact Lens, VoiceID, Wisdom)
- Well Architected Framework Reviews
- Custom CCP Maintenance
- Perform project-based development operations.

Platform Optimization can be initiated upon request. Coverage includes on-demand resources to rapidly triage incidents, groom and accelerate backlog items, resolve blocked requirements, and deliver product/feature improvements for Amazon Connect.

Project Direction / Work Location
- Supplier shall take project direction from Mario Fernandez (Mario.Fernandez@petco.com).
- Petco will provide clear direction, scope, and resources to Supplier as needed for Supplier to successfully complete the Services as described herein.
- Supplier will work remotely and shall not incur any travel expenses in the performance of the Services pursuant to this WO.

2.   TERM

This WO shall be effective from August 29th, 2022 until August 28th, 2023 (the "Term"), unless earlier terminated or modified pursuant to the Agreement.

Petco may terminate this WO or any Services herein for convenience (i.e., without cause) at any time by giving Supplier at least thirty (30) days prior written notice specifying the terminated Services and designating the termination date. In the event of any such termination, (i) Petco's sole obligation and liability to Supplier shall be to pay a prorated amount of any unpaid fees specified herein or therein based on use of the Services through any such termination date, (ii) Supplier shall promptly refund to Petco any prepaid fees above that amount and (iii) Petco agrees to pay Supplier for all costs incurred but unpaid through the date of termination.

3.   RESPONSIBILITIES AND STAFFING; ASSUMPTIONS

During Supplier onboarding, Petco will provide reasonable and necessary access to the Gitlab and other resources required to maintain Petco's Amazon Connect platform and perform the Services contemplated hereunder.

4. FEES & EXPENSES

Petco agrees to pay Supplier the following estimated fees included in the table below (the "Total Fees") for the Services and Deliverables, as the sole consideration for the Services and Deliverables provided in this WO for the Term. The fees for AMS are variable based on Petco's monthly total cost of the Connect AWS Environment and will be billed as a percentage of such cost as set forth in the table below. The fees for AMS are provided for budgetary purposes only and should not be considered a fixed price. Managed services will begin immediately after managed services onboarding is completed.

Role	Monthly Cost
Tier 1, 2, and After-Hours Support - CAMS Operations*	
AWS Managed Services (AMS) – Premium Tier for Production Accounts (10% of actual AWS utilization)	
AWS Managed Services (AMS) – Plus Tier for non-Production Accounts (8% of actual AWS utilization)	
Estimated Monthly TOTAL	
AMS Discount (one time)***	
Estimated Annual TOTAL (invoiced monthly)	

Professional Services	Estimated Annual Hours	Blended Rate	Estimated Annual Cost
Platform Onboarding, Platform Optimization, and Custom Build Support, and other requested services****	500****		

*The Services include up to 1,000 hours of combined Tier 1 support, tier 2 support and after hours support. These hours can be split up by Petco by type of role and by month as Petco desires. Supplier will report on hours and activity utilization on a monthly basis in a form mutually agreeable by the Parties. If Petco requests additional hours ("Additional Operations Services"), Supplier will bill Petco for such additional hours at the following rates:

Support Rate for Additional Operations Services	Hourly Rate
Tier 1 Support	
Tier 2 Support	

**This portion of the monthly fee is based on Customer's actual AWS utilization each month. The monthly fee included herein is an estimate and assumes ▮▮▮▮ actual AWS utilization for the month.

***In the event AWS provides additional credits to Petco's account, Supplier shall apply the credit(s) on Petco's next monthly invoice following Supplier's receipt of such credit from AWS.

****The Parties agree that (i) Supplier shall only work and incur fees as directed, instructed and approved by Petco, (ii) Supplier shall only bill Petco for actual hours worked in providing the Services, (iii) Petco is under no obligation to utilize any minimum number of hours, and (iv) Supplier shall not incur charges, or invoice Petco for charges, greater than ▮▮▮▮ without the prior written consent of Petco.

The scope of Services and Deliverables as described in this WO shall not be modified except pursuant to a written Change Order to this WO agreed to and executed by both Parties. All 'out-of-scope' projects and requests will be agreed to by the Parties by executing a separate and subsequent statement of work or Change Order to this WO.

Expenses

There are no additional fees or costs anticipated by the Supplier as described in this WO. In addition to the Total Fees specified above, Petco will reimburse Supplier for Incidental Expenses incurred by Supplier in accordance with Section 5.2 of the Agreement.

Invoicing and Payment

Supplier shall invoice Petco monthly in arrears for Services rendered in the previous month. The Total Fees and any Incidental Expenses shall be invoiced by Supplier to Petco and payable by Petco in accordance with Section 5 of the Agreement.

5. EQUIPMENT AND TOOLS

N/A

6. SERVICE LEVEL AGREEMENT AND KEY PERFORMANCE INDICATOR

SLA 1: SYSTEM AVAILABILITY

SLA 1: "System" Availability	
Description	This SLA applies to "system availability" of a service. A system is considered a series of components that make up the infrastructure service that hosts and provides the compute and storage capabilities consumed by the customer applications and services. System availability applies to the following products and services: • Virtual Compute Instances (AWS EC2 and Azure Virtual Machines deployed in the same availability set) • Block Storage (AWS EBS, Azure System/Data Disks) • Business Application Instances (Amazon Connect) • Serverless Services (AWS Lambda, API Gateway, S3, DynamoDB, Amazon Aurora Serverless) • Machine Learning & Analytics Services (Amazon Lex, Amazon Polly, AWS Transcribe, AWS Kinesis) Smartronix SLA incorporates the AWS and Azure SLA terms defined below which are subject to change in accordance with the AWS and Azure Agreements. • AWS Compute SLA: https://aws.amazon.com/ec2/sla/ • AWS Machine Learning SLA: https://aws.amazon.com/machine-learning/language/sla/ • AWS Lambda: https://aws.amazon.com/lambda/sla/ • AWS Aurora SLA: https://aws.amazon.com/rds/aurora/sla/ • AWS API Gateway SLA: https://aws.amazon.com/api-gateway/sla/ • Aws S3 SLA: https://aws.amazon.com/s3/sla/ • AWS DynamoDB SLA: https://aws.amazon.com/dynamodb/sla/
Measurement	Supplier will measure system availability by using tools that will access the cloud infrastructure compute availability at 5 minute intervals.
Calculation	NUMERATOR: Uptime (Seconds) ÷ DENOMINATOR: Total amount of time (seconds) for the monitoring period = 1 month RESULT Service Level (%) Attained.
Success Criteria	Supplier will be considered successful if the system is fully available for use based on the SLA availability defined by AWS SLAs as measured on a monthly basis.
Exceptions / Conditions	Instances scheduled to occur during the following periods are excluded from the Numerator and Denominator for calculation purposes: a. Downtime approved by Petco; and b. Downtime due to events outside Supplier control and approved as such by Petco. Examples of these type of exception events include:

SLA 1: "System" Availability	
	- Force majeure events; and - Downtime determined to be caused by Petco or Petco or contractor-developed application code provided by Petco. Systems must be implemented in a functional high availability configuration.

SLA 2: BACKUP AND RESTORATION

SLA 2: Backup and Restoration	
Description	This SLA measures the percent of times that the platform is restored to last agreed and documented state and last transactional dataset after failure, data loss or user request for restoration.
Measurement	Initiation of restore for individual file, contact flow, contact flow module, Hours of Operation, Routing profile, Queue configuration, or database requests within 8 hours of receipt of request or notification of failure. Backup retention periods are defined by Petco.
Calculation	NUMERATOR: Number of successful restore initiations within 8 hours for a month plus number of full restoration within 48 hours for a month ÷ DENOMINATOR: Number of requests for restores = RESULT Service Level (%) Attained.
Success Criteria	Supplier will be considered successful if successfully restored 95% of the time as measured on a monthly basis.
Exceptions / Conditions	SLA's may not be met during Client Disaster Recovery and Client Disaster Recovery exercises, during those periods best effort will replace the SLA.

SLA 3: OPERATIONAL EVENT RESPONSE

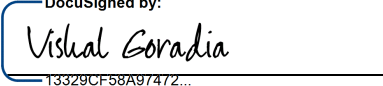| SLA 3: Operational Event Response Time	
Description	This SLA measures Supplier's response time, per the conditions in this SLA, following issue identification.
Measurement	SLA attainment is validated by 100% inspection of reporting documentation.
Calculation	NUMERATOR: Number of incidents receiving response within time for given severity level ÷ DENOMINATOR: Total number of incidents = RESULT: Service Level (%) Attained.
Success Criteria	Smartronix is successful if 95% of incidents receive a response within response time for given severity level, as measured on a monthly basis.
Conditions	Severity 1 - Critical - Service outage affecting roughly 10% of staff affected by any line of business. Response time within 15 minutes of incident occurring 24x7x365. Severity 2 - High - Operation of the service is severely degraded, or major components of the services are not available. Significant user impact. Response time within 1 hours of incident occurring 24x7x365. Severity 3 - Medium - Some non-essential features of the service are impaired or subject to interruptions while most vital components of the service remain functional. Minimal user impact. Response time within 3 hours of incident occurring during business hours (4am-10pm PT 7 days a week including holidays). Severity 4 - Low - Errors that are minor and clearly have little to or no impact on the normal operation of the service. No or minimal user impact. Response time within 8 hours of incident occurring during business hours (4am-10pm PT 7 days a week including holidays). Exception: Impending events; notification will happen; incident response will be initiated before follow-up notification; as Petco will be previously notified (SLA 4) of the likelihood of the event.

SLA 4: IMPENDING EVENT NOTIFICATION

SLA 4 – Impending Event Notifications	
Description	Supplier will notify Petco of the possibility of an impending event or events that have occurred which might affect system operation. Examples include cloud service provider notifying Supplier of service degradation, service unavailability, or service termination.
Measurement	Supplier will measure impending event notification based on reporting within 1 hour of detection of the event or impending event.
Calculation	Best Effort. Availability SLA ultimately determines Petco access to the system or service.
Success Criteria	N/A
Exceptions / Conditions	Events outside of Supplier's control are not included.

KPI 1: SERVICE REQUEST FULFILLMENT TIME

KPI 1: – Service Request Fulfillment Time	
Description	This KPI measures SMX' service request fulfillment time.
Measurement	KPI attainment is validated by vendor monitoring system and reporting.
Calculation	NUMERATOR(Number of service requests completed (categories 1-3) within specified time per month) ÷DENOMINATOR (Total number of service requests (categories 1-3)) = RESULT(Service Level (%)Attained)
Success Criteria	Smartronix is successful if 95% of service requests receive a resolution within resolution time specified, as measured on a monthly basis.
Exceptions / Conditions	Conditions: • Request Category 1. Service request types in the category are: Service Requests marked as Emergent by Petco, for example peak holiday hours (Black Friday through Cyber Monday). Service requests will be completed within four (4) hours of receipt of request by SMX. • Request Category 2. Service requests types in the category are (not exhaustive list): Tier 1 Service Requests. Service requests will be completed within 24 hours of receipt of request by SMX. Excluding weekends and holidays. • Request Category 3. Service requests types in the category are (not exhaustive list): Tier 2. Service requests will be completed within 48 hours of receipt of request by SMX. Excluding weekends and holidays. • Request Category 4. Project requests to systems not fully deployed will be tracked and managed with the timeline for completion within the project plan. Exceptions: • The scheduled date will be used as the start time in the calculation of the KPI, e.g. a User modification would be measured from the scheduled time, so the date would be populated with the time it is needed not the current time. • Out of scope requests: infrastructure configuration changes that are not operational or professional services work to build additional services. • Requests not fulfilled due to events outside Supplier control and approved as such by Petco. Examples of these type of exception events include: - Force majeure events; and - Delays caused by Petco or Petco contractor/vendor

IN WITNESS WHEREOF, the Parties hereto have executed this WO effective as of Effective Date.

Petco Animal Supplies Stores, Inc.   **Smartronix, LLC**

By: *Vishal Goradia*   By: *Jenna Harrison*

Name: Vishal Goradia   **Name:** Jenna Harrison

Title: VP - Technology   **Title:** Sr Contracts Manager

Date: 8/16/2022   **Date:** 8/11/2022

State of West Virginia
Agency Master Agreement

Order Date: 2020-04-29

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number: AMA 0231 0231 OOT2000000002	**Procurement Folder:** 721734
Document Name: Workforce West Virginia Cloud Solutions - NASPO AR2489	**Reason for Modification:**
Document Description: COVID-19 (OT20122)	
Procurement Type: Agency Master Agreement	
Buyer Name: John P Toomey	
Telephone: (304) 957-8158	
Email: john.toomey@wv.gov	
Shipping Method: Best Way	**Effective Start Date:** 2020-04-15
Free on Board: FOB Dest, Freight Prepaid	**Effective End Date:** 2021-04-14

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: VS0000018935 SMARTRONIX INC 44150 SMARTRONIX WAY HOLLYWOOD MD 20636 US **Vendor Contact Phone:** (703) 435-3322 **Extension:** 149 **Discount Percentage:** 0.0000 **Discount Days:** 0	**Requestor Name:** John P Toomey **Requestor Phone:** (304) 957-8158 **Requestor Email:** john.toomey@wv.gov

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Total Order Amount	Open End

DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY: John P Toomey
DATE: 2020-04-29
ELECTRONIC SIGNATURE ON FILE

Extended Description:

COVID-19

Smatronix (Master Agreement NASPO-AR2489

This Agency open-end contract with Smartronix Inc. is to provide Cloud, Platform as a Service (PaaS), and Infastructure as a Service (IaaS) to The Office of Technology on behalf of Workforce West Virginia via the attached Participating Addendum Agreement (Master Agreement No. AR2489) all incorporated herein by reference and made apart hereof.

Effective Date of Contract: 04/15/2020 through 04/14/2021

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81112006			EA	███████
	Service From	**Service To**			

Commodity Line Description: AWS Infrastructure Hosting

Extended Description:

Monthly AWS Infrastructure Hosting Charges at 3% discount from Vendor.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80101604			HOUR	███████
	Service From	**Service To**			

Commodity Line Description: Project Manager

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	80101604			HOUR	███████
	Service From	**Service To**			

Commodity Line Description: Senior Solutions Architect

Extended Description:

Senior Solutions Architect

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	81112006			EA	███████
	Service From	**Service To**			

Commodity Line Description: Cloud Assured Managed Services

Extended Description:

Cloud Assured Managed Services

AMA OOT2000000002 ORDER OF PRECEDENT AND ADDENDUM

Contract AMA OOT2000000002 and attached Statement of Work are governed by the NASPO ValuePoint Cloud Solutions contract #AR2489 and the associated Participating Addendum CMA ISC2000000004 between the State of West Virginia and Smartronix, executed November 7, 2019. Contract AMA OOT2000000002 is being executed under the COVID19 Purchasing Rule Suspension and any reference to limiting to the WV-DMV Drivers License System is not applicable to this contract.

NOW THEREFORE, the Parties hereto hereby agree as follows:

1. Order of Precedence: The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section. In that way, any terms and conditions contained in the first priority document shall prevail over conflicting terms ln the second priority document, and so on.

    a. Participating Addendum – First Priority (Exhibit A)
    b. WV-96 – Second Priority (Exhibit B)
    c. Statement of Work – Third Priority (Exhibit C)
    d. NASPO Master Agreement #: AR2489 – Fourth Priority (Exhibit D)

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the date of the last signature below.

STATE OF WEST VIRGINIA   **Smartronix, LLC**

By: _____   By: _____

Name: Justin McAllister   Name: Melinda Armsworthy

Its: CFO, OT   Its: Director of Contracts

Date: 4/15/2020   Date: 4/15/2020

Exhibit A

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Master Agreement #: AR2489

Contractor: **SMARTRONIX, INC.**

Participating Entity: **STATE OF WEST VIRGINIA**

The following products or services are included in this contract portfolio:

- *Removable Example*: All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

The following products or services are not included in this agreement:

- *Removable Example*: Product modifications.
- *Removable Example*: Installation services.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Cloud Solutions** led by the State of *Utah* for use by the State of West Virginia Office of Technology to complete the West Virginia Division of Motor Vehicles Idemia application project more fully described in the scope of work attached hereto as Exhibit B.

2. Participation: This NASPO ValuePoint Master Agreement may be used only by the West Virginia Office of Technology as described in the Scope paragraph above.

3. Access to Cloud Solutions Services Requires State CTO Approval: Specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the West Virginia Chief Technology Officer and the West Virginia Purchasing Division. The Chief Technology Officer means the individual designated by the Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of the state. No agency other than the West Virginia Office of Technology are permitted to utilize this Agreement.

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Joel Parris / Smartronix
Address:	44150 Smartronix Way, Hollywood, MD 20636
Telephone:	317-416-8541
Fax:	
Email:	JMParris@smartronix.com

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Participating Entity

Name:	Justin McAllister, WV Office of Technology
Address:	Building 5, 10th Floor, 1900 Kanawha Blvd., E., Charleston, WV 25305
Telephone:	304-957-8184
Fax:	304-957-0184
Email:	Justin.t.mcallister@wv.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[___] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

a. Additional Terms:

i. **The terms contained in the WV-96 attached hereto as Exhibit A,** except that terms 9 and 19 which are removed in their entirety and replaced with the following:

9. Limiting Liability: Vendor's liability to the State will be limited to $20,000,000 for data breach and two times the contract value for other forms of direct damage.

19. Third Party Software: With the exception of Amazon terms and conditions, If this Contract contemplates the use of third-party software, the Vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this addendum or that Vendor has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum.

ii. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

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iii. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

iv. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

v. **CLOUD:** In lieu of term number 13 on Exhibit 1 to the Master Agreement: Software-as-a-Service the following shall be inserted:

Security:
a) At a minimum, the contractor's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; 3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

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b) The contractor shall execute well-defined recurring action steps that identify and monitor vulnerabilities, and provide remediation or corrective measures. Where the contractor's technology or the Purchasing Entity's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The contractor must ensure that applications used to interface with the contractor's technology remain operationally compatible with software updates.

c) Upon the Purchasing Entity's written request, the contractor shall provide a high-level network diagram with respect to connectivity to the Purchasing Entity's network that illustrates contractor's information technology network infrastructure.

vi. Smartronix agrees to accept any liability that AWS has disclaimed as it relates to the State of West of Virginia. The parties understand and agree that the State of West Virginia does not believe that AWS can legally limit its liability relative to the State of West Virginia and that the State of West Virginia reserves the right to assert that belief in any future dispute.

vii. The parties agree that this contract does not require the use of the AWS Site Terms, AWS Customer Agreement, or the below listed sections of the AWS Service Terms for the currently defined project for the West Virginia Division of Motor Vehicles.

      1.10 Beta Service Participate
      2. Amazon CloudFront
      3. Amazon Simple Queue Service
      4. Amazon Elastic Compute Cloud (terms 4.3, 4.4., 4.6-4.10)
      5. Alexa Web Services
      6. Amazon Flexible Payment Service
      7. Amazon Dev Pay Service
      8. Amazon SimpleDB Service
      9. Amazon Fulfillment Web Service
      10. Amazon Elastic Map Reduce
      13. AWS Import/Export Disk, AWS Snowball, and AWS Snowmobile
      16. Amazon Relational Database Service
      17. Amazon Simple Notification Service
      21. AWS Elastic Beanstalk
      22. Amazon Simple Email Service
      23. AWS CloudFormation
      25. Amazon ElastiCache
      26. AWS Support
      27. AWS GovCloud Service
      28. Amazon DynamoDB
      29. AWS Storage Gateway

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30. AWS Marketplace
31. AWS Data Pipeline
32. Amazon Elastic Transcoder
33. AWS OpsWorks
34. AWS CloudHSM
35. Amazon AppStream and Amazon AppStream
36. Amazon Workspaces
37. Amazon Cognito
38. Amazon WorkDocs
39. Amazon Pinpoint
43. Amazon WorkMail
44. Amazon Machine Learning
45. Amazon WorkSpaces Application Manager
46. AWS Marketplace for Desktop Apps
47. AWS Directory Service
48. Amazon API Gateway
49. AWS Device Farm
50. Amazon Elasticsearch Service
51. AWS Database Migration Service and AWS Schema Conversion Tool
52. Amazon Inspector
53. AWS Amplify
54. AWS IoT
55. Amazon QuickSight
57. Amazon Lumberyard Engine
58. Amazon GameLift
59. AWS Application Discovery Service
60. AWS Professional Services
61. Amazon Redshift
62. AWS Server Migration Service
64. Amazon Athena
65. Amazon AI Services
66. Amazon Lightsail
67. AWS Systems Manager
68. AWS CodeBuild
69. AWS X-ray
70. Amazon Chime
71. Amazon Connect
72. AWS Greengrass
73. AWS Migration Hub
74. Amazon Macie
75. Amazon MQ
76. AWS Media Service
77. Alexa for Business
79. Amazon Sage Maker
81. AWS AppSync

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82. AWS IoT 1-click
83. General Data Protection Regulation
84. Amazon Sumerian
85. AWS RoboMaker
86. Amazon FSx
87. AWS Security Assurance Services
88. AWS WorkLink
89. AWS Training and AWS Certification
90. TSO Logic Match as a Service
91. AWS IQ

Smartronix agrees that it will not access or incorporate anything that would subject the State to these excluded contract terms without prior approval from the State through a properly executed change order.

6. <u>Subcontractors</u>: All contactors, dealers, and resellers authorized in the State of West Virginia, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. <u>Orders:</u> Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

8. <u>Order of Priority:</u> The Contract created by this Participating Addendum is comprised of the documents described below, and will be interpreted in the following order:

   a. This Participating Addendum – First Priority
   b. WV-96 – Second Priority
   c. Scope of Work – Third Priority
   d. NASPO Master Agreement #: AR2489– Fourth Priority

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: WV Office of Technology	Contractor: Smartronix, Inc.
Signature:	Signature: *Melinda Armsworthy*
Name: Justin T. McAllister	Name: Melinda Armsworthy
Title: CFO	Title: Director of Contracts
Date: 11/4/2019	Date: 11/1/19

[Additional signatures may be added if required by the Participating Entity]

Approved by:
West Virginia Purchasing Division

By: _____

Its: _____

Date: _____

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

> **Please email fully executed PDF copy of this document**
> **to**
> **PA@naspovaluepoint.org**
> **to support documentation of participation and posting**
> **in appropriate data bases.**

Exhibit B

WV-96
1/1/2019

STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"): WV Office of Technology

Vendor: Smartronix, Inc.

Contract/Lease Number ("Contract"): AR2489

Commodity/Service: Cloud Solutions

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

   Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

   Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

   Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

   Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.

16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: WV Office of Technology

By: _(signature)_

Printed Name: Justin McAllister

Title: CFO

Date: 11/04/2019

Vendor: Smartronix, Inc.

By: _Melinda Armsworthy_

Printed Name: Melinda Armsworthy

Title: Director of Contracts

Date: 11/1/19

Exhibit C
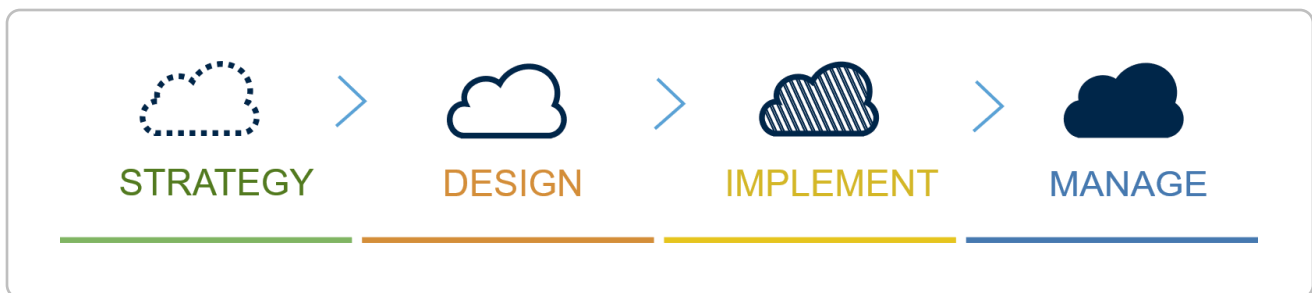
Workforce West Virginia
Contact Center Operations SOW

April 10, 2020

Submitted to:
State of West Virginia Office of Technology
Josh Spence

Submitted by:
Smartronix, LLC

STRATEGY > DESIGN > IMPLEMENT > MANAGE

1. SMARTRONIX OVERVIEW

Smartronix is a mid-sized, U.S.-owned global professional solutions provider headquartered in Hollywood, Maryland, with operating offices in Virginia, Florida, Massachusetts, New York, Texas, and California as well as on-site employees at strategic locations worldwide. During our 25-year history, Smartronix has built a highly skilled team of personnel with innovative technical expertise, education credentials, and related certifications required by today's ever-changing IT industry. We deliver landmark, industry-leading Cloud solutions; proactively battle cyber warfare threats; and deploy rapid response, integrated, and interoperable defense and aerospace engineering solutions are a few ways we help assure our customer's missions are met. Our corporate office holds a TOP SECRET facility clearance and maintains robust security programs that have resulted in us receiving a consistent "Superior" Defense Security System (DSS) rating and recognized as the 2014 James S. Cogswell Award recipient for "outstanding industrial security achievement," placing our security program in the top 1% of all U.S. defense contractors. Smartronix also has been appraised at Maturity Level 3 for both CMMI-DEV and CMMI-SVC for hardware, software, systems engineering, and engineering services processes. Through strict adherence to our corporate Quality Management System (QMS), we have been able to gain and retain certification in both ISO 9001:2015 and ISO/IEC 20000-1:2011; and we have obtained ISO/IEC 27001:2013 and ISO AS9100D certifications.

Corporate Qualifications Summary

Sustained excellence in providing comprehensive, professional information technology and engineering solutions demonstrated by:

- ISO 9001:2015
- ISO/IEC 20000-1:2011
- ISO/IEC 27001:2013
- ISO AS9100D
- CMMI DEV Maturity 3
- CMMI SVC Maturity 3
- CPSR Approved
- EVMS Plan
- SOC 1 & 2
- Fully Qualified Navy Certification Agent (IA and C&A Services)

- Amazon Web Services Premier Consulting Partner
- Microsoft Gold Partner
- Microsoft Gold Azure MSP
- Google Cloud Premier Partner
- Google Cloud MSP
- Oracle Gold Partner
- NetApp Partner
- TrendMicro Partner
- AvePoint Partner
- Sumo Logic Partner

AWS Premier Consulting Partner for Eight Years (2013 – 2020): Smartronix has been an AWS Premier Partner for an unprecedented eight consecutive years, which places us in the top 1% of all AWS partners globally. Our pioneering efforts in providing advanced Cloud technology solutions for highly regulated Federal customers have been recognized by AWS with the distinction of being one of the select few Authorized Government Partners and Authorized Government Resellers with over 250 personnel maintaining AWS Technical and business certifications. Our Cloud Assured™ services allow our customers to leverage the power and scalability of AWS while reducing the cost and complexity of managing and monitoring Cloud infrastructure and applications in-house.

aws partner network

Premier

Consulting Partner

Migration Competency
DevOps Competency
Government Competency
Public Sector Partner
MSP Partner

2. WEST VIRGINIA WORKFORCE CONTACT CENTER OPERATIONS SCOPE OVERVIEW

Smartronix and AWS are teaming up to support WorkForce West Virginia Unemployment Compensation Division. We believe our unique and innovative solution will provide immediate relief to the scalability problems imposed by this unprecedented pandemic.

WV has received unprecedented levels of calls since the coronavirus pandemic and the CARES act was passed.
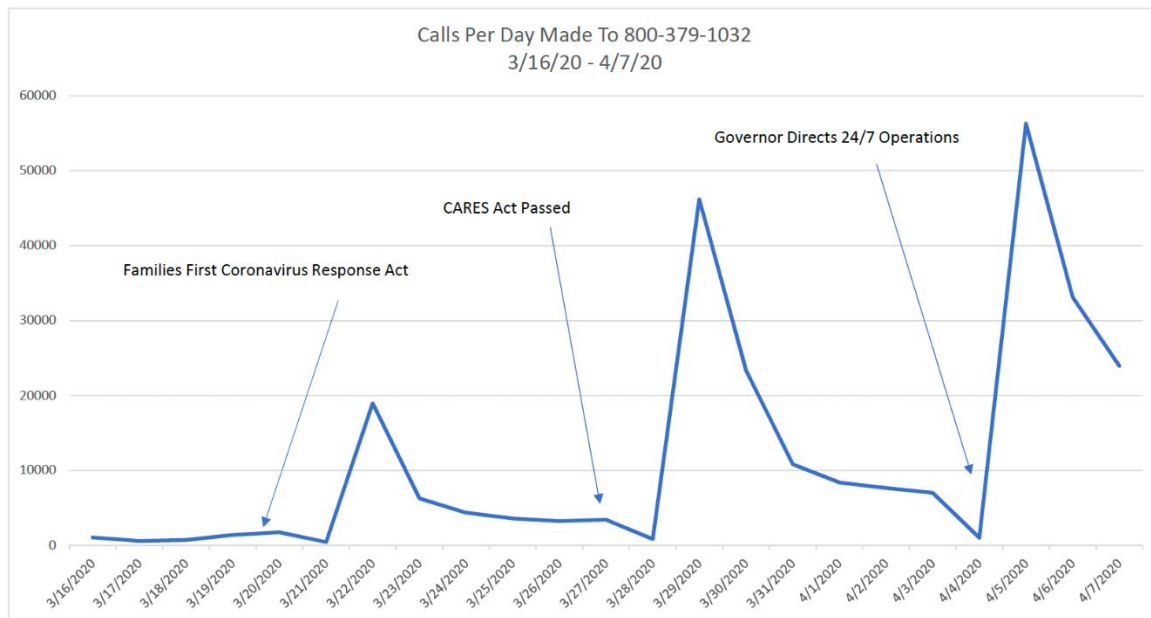

Figure 1: Call volume over past 20 days

We understand the desired goal is to reduce the pressure on the existing Unemployment Insurance contact center and to expand the response capability to support significantly more citizens during these trying times.

Our proposal is to use services similar to what we have built for the State of Massachusetts Unemployment Insurance Division. That successful solution was rapidly built to increase their contact center throughput by 10-fold. The solution utilized the Amazon Connect omnichannel cloud contact center.

About Amazon Connect
Designed from the ground up to be omnichannel, Amazon Connect provides a seamless experience across voice and chat for your citizens and your agents. This includes one set of tools for skills-based routing, powerful real-time and historical analytics, and easy-to-use intuitive management tools – all with pay-as-you-go pricing, which means Amazon Connect simplifies contact center operations, improves agent efficiency, and lowers costs. You can set up a contact center that can scale to support millions of customers.

With Amazon Connect you can scale your contact center up or down to any size, onboarding tens of thousands of agents in response to normal cycles or unplanned events. As part of the AWS cloud, you can support your customers by accessing Amazon Connect from anywhere in the world in a secure, reliable, and highly scalable way. Agents and managers just need a supported web browser and an internet connection to engage with customers from anywhere.

Amazon Connect is AI-enabled by default, allowing agents to immediately use AWS AI services with Amazon Connect to automate interactions and improve customer service. Amazon Connect has natural text-to-speech built-in so you can create personalized messages in real-time and with Amazon Lex, an Amazon service that builds conversational interfaces into any application with speech-to-text and Natural Language Understanding (NLU), you can use the same powerful technology that powers Alexa across voice and chat, easing the handoff between agents with context. Amazon Connect also leverages AI to transcribe calls and show caller sentiment in real-time, and then mine your customer engagement data to surface insights and spot trends.

Amazon Connect supports chat for web and mobile. Using the same contact flows, configuration, routing, analytics, and management tools as voice, Amazon Connect makes it easy for you to quickly offer chat as an engagement channel in your contact center, because you don't have to learn new tools or switch between UIs, and you can reuse the same automated interactions you've already built for voice to automatically create chat contact flows. With Amazon Lex natively integrated within contact flows and chat, you require no coding to add Natural Language Understanding (NLU) powered chatbots and for the context of the conversations to be passed automatically when escalated to a human agent. Amazon Connect chat supports asynchronous messaging, enabling you to give your citizens and agents the ability to message without being available at the same time. Chats are secure and encrypted and supports all existing Amazon Connect compliance certifications.

3. RECOMMENDED PLAN AND APPROACH

Smartronix has reviewed the top-level workflows in your existing call center. We are proposing two distinct solutions: 1) Fronting your existing call center capabilities with AWS Connect to handle the high volume of calls and intelligently route the responses and 2) adding a Chat capability to your web site to relieve some of the call center volume.

Phase 1: Implementing AWS Connect

Smartronix has mapped Workforce West Virginia's high-level existing call center workflow below:
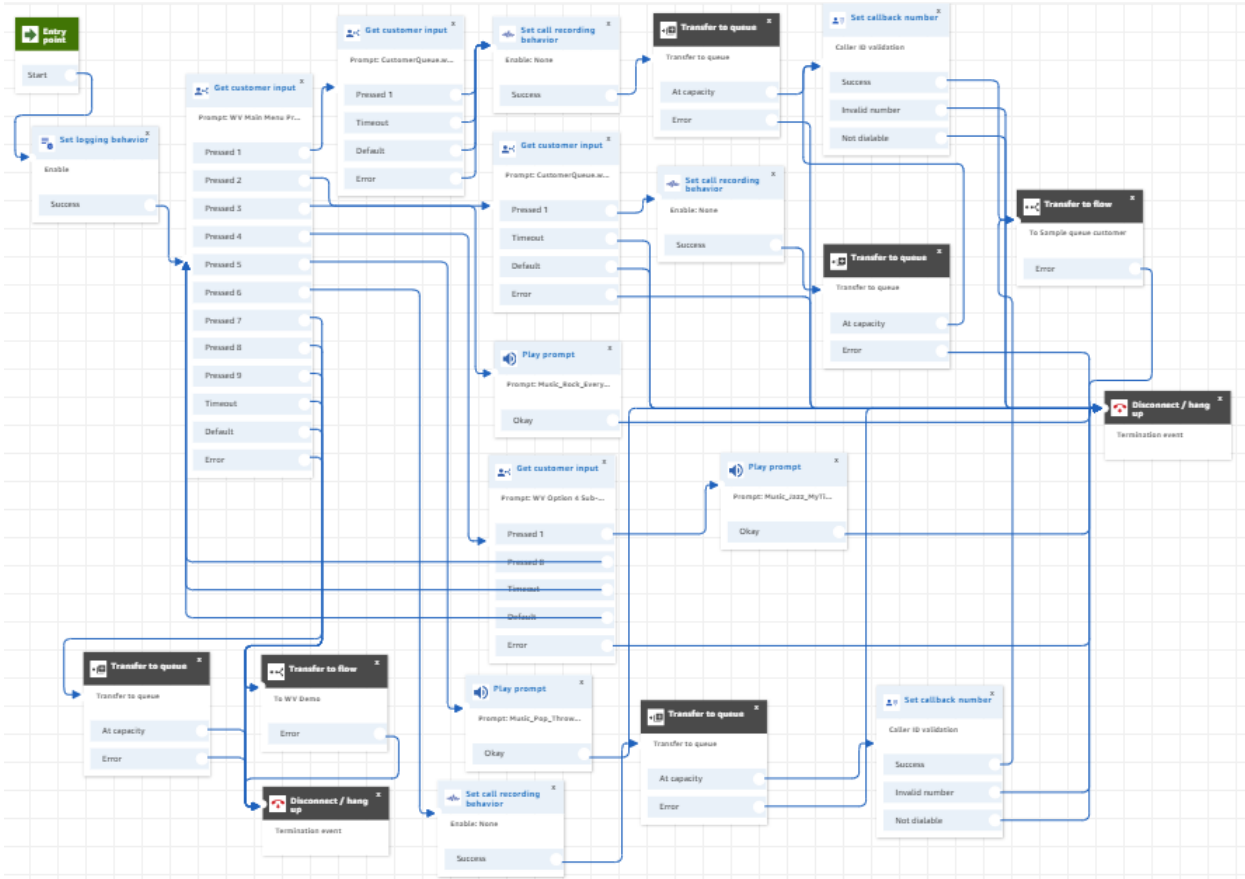
Figure 2: Actual top level workflows mapped out in AWS Connect for WorkForce WV

The figure above shows the AWS Connect mapping for the following top-level workflows:
WorkForce Intro:
Welcome to WorkForce West Virginia Unemployment Compensation Division
Main Menu
If you know the number of the option you wish to access, you may enter it now
Para español, oprima dos

1) If you wish to claim a week of benefits, say or press 1
2) If you are a claimant and want specific information about your claim, say or press 2
3) For general information on unemployment benefits, such as how to file new claim, potential benefit events, or eligibility requirements, say or press 3
4) If you own a business or plan on starting a business, say or press 4
5) For local claim office locations and hours, say or press 5
6) To file West Virginia unemployment compensation claim benefits via telephone from out of state, say or press 6
7) To report unemployment fraud, say or press 7
8) Anytime you want to return to the main menu, say or press 8
9) To end this call, say or press 9

For information not provided by this system please hang up and call your local claim office.
To repeat these options press 8.

Example:
Press 1, 2, 3, 5, or 7 Workflow:
Have you changed your address since your address since last filing? If yes, press 1 or say yes; if no press 2 or say no

Press 4 Sub Workflow:
       Employer Information Menu
       1 For info on How to register
       2 Information on How to find your employer contribution rate
       3 For info on Employer Liability
       4 For information on Penalty and Interest waivers
       5 Receiving Unemployment compensation forms
       6 Certification for a contractor's license

       4.1 Sub Workflow
       Contact the office of Business Registration at 3045588500. The necessary forms and instructions will then be mailed to you.
       Return to menu.

       4.2 Workflow
       Please all 30455826676….

In Phase 1 we will identify and handle the highest levels of IVR call volume and focus on adding those capabilities first. These services can be routed quickly to support both IVR and forwarding to available connected agents. Agents will only require a viable internet connection, web browser, or mobile phone to interface with Connect.

Phase 1 Tasks
- Smartronix will work with West Virginia stakeholders to quickly map requirements and determine first areas that can be rapidly supported
- Smartronix will create the AWS account and assign CIS Benchmarks to protect the account.
- Smartronix will onboard the account into Smartronix Managed Services to provide 24x7x365 support.
- Smartronix will establish the identity management and network boundary components for the account.
- Smartronix will create the AWS Connect Service and build the initial main menu workflow.
- Based on West Virginia's priority requirements, Smartronix will build the appropriate IVR workflows to support offloading services from the existing call center.
- Smartronix will provide required training and support services for the solution.

A potential option is to route callers to leave a recording. We can then assign agents to review the recording and transcripts queues and schedule a call back.

Phase 1B (in parallel) Tasks
- Smartronix will work with West Virginia stakeholders to identify requirements to support the surge of calls at local claim office locations
- Smartronix will establish Connect workflows that will lead citizens to a general information workflow and enable them to wait on hold for available agents to support them or allow them to request a callback or potentially leave a message.
- Smartronix will establish agent logons to support Connect sessions
- Smartronix will train local claim office agents on how to use the AWS Connect softphone to support calls.

Smartronix will onboard the account into Smartronix Managed Services to provide

In Phase 2, Smartronix will work on ChatBot "Virtual Assistant" services to augment the Workforce website and enable a new channel for relaying information. This phase will be based on the high-level menu options shown below:
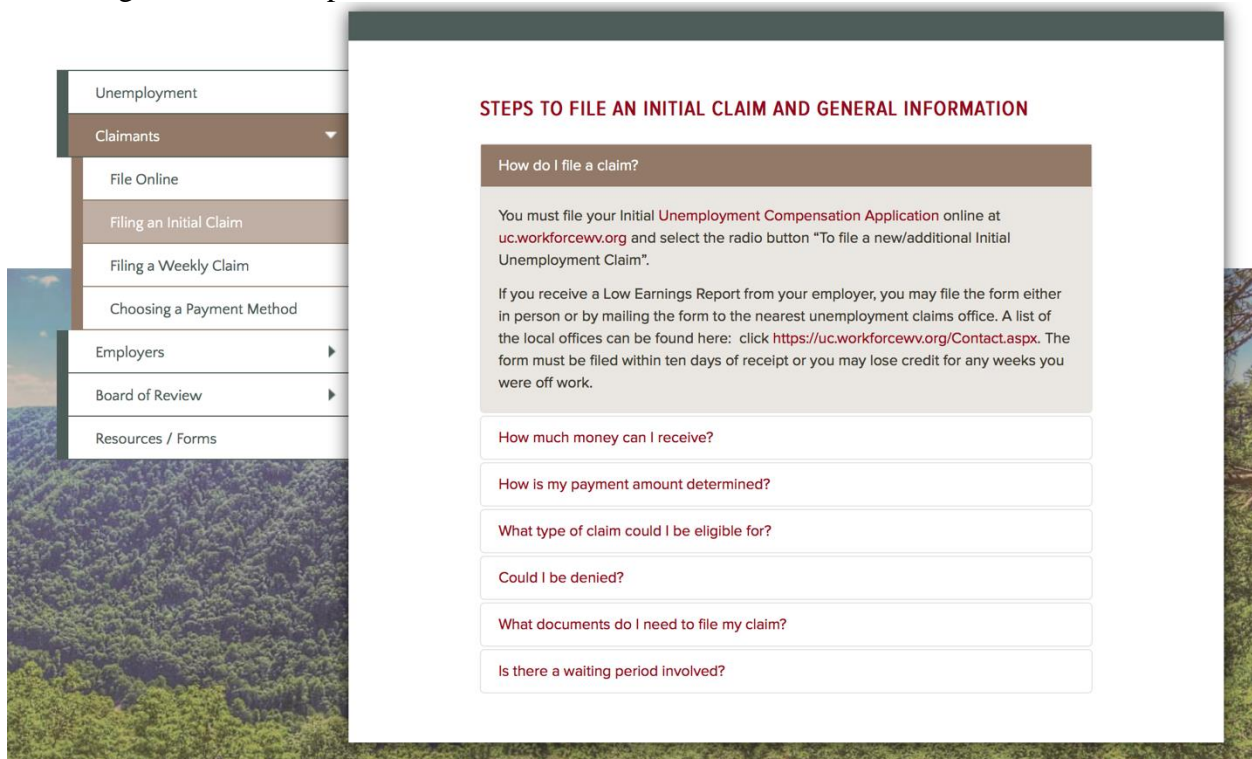
When visitors come to the website, they will have the option to interact via chat and this service will lead them to the appropriate online service or application links.

Phase 2 Tasks:
- Implement ChatBot "Virtual Assistant" services
- Engage West Virginia stakeholders on requirements and priorities
- Implement Amazon Lex services to route requests intelligently
- Add services to website

Cloud Assured Managed Services:

Smartronix will provide 24x7x365 Managed Services for the AWS Connect and ChatBox Virtual Assistant. These services include Account Management Security Services, Security Incident Response, Monitoring and Notification Services, Backup and Restore, and AWS Connect Application Management Services. Managing the application includes establishing User Provisioning, break/fix services, and providing configuration support per month. Creating new workflows or adding functionality will be performed as professional services by the Task Force team.

4. ASSUMPTIONS

- It is anticipated that Smartronix resources will work remotely to support this project. If travel to the appropriate client location is needed, it will be at the expense of client.
- All software licenses for the environment, except those provided by AWS, will be provided by West Virginia.
- West Virginia will make available the necessary subject matter experts to complete the project on the proposed timeline.
- In recognition of the critical need of this solution, Smartronix will work at risk immediately in good faith while the Statement of Work is being signed and a purchase order issued.
- Resources for this project will be provided immediately.

5. PRICING

Smartronix will perform these services on a Best Effort Time and Material contract. We will work closely with the West Virginia Dept of Labor and Office of Technology to ensure costs are transparent and preapproved. As the situation meets an Urgent Needs requirement from the state, we recognize that requirements and priorities may change. We are recommending a Task Force team of 5 individuals to support the initial remediations and ramp up. We believe the Team can have a minimally viable solution available to relieve some of the call volume in 72 hours after project initiation. The team will be in place for 6 to 8 weeks to enhance Phase 1, implement Phase 2, and support any further initiatives that may arise.

Smartronix is pursuing Partnership funding from AWS to offset some of the costs of this project due to COVID-19. This funding is subject to the approval by AWS and the amount of available funding will be determined as soon as possible

Phase 1: Immediate Remediation Support

Labor Category	Type	Quantity	Rate	Estimated Price
Senior Solutions Architect #1	Hourly Rate	40		
Senior Solutions Architect #2	Hourly Rate	40		
Senior Solutions Architect #3	Hourly Rate	24		
Senior Solutions Architect #4	Hourly Rate	24		
Project Manager	Hourly Rate	40		
			TOTAL	

Phase 1B: Immediate Remediation Support for local claim offices

Labor Category	Type	Quantity	Rate	Estimated Price
Senior Solutions Architect #1	Hourly Rate	40		
Senior Solutions Architect #2	Hourly Rate	40		
Project Manager	Hourly Rate	40		
			TOTAL	

Smartronix Cloud Assured Managed Services (CAMS) – 24X7X365

Description	Type	Estimated Monthly Price
Cloud Assured Managed Services*	Monthly	

Training will be provided via a 'Train the Trainer' method via webinar for skills transfer of system operations. Smartronix will provide four (4) web-based 'Train the Trainer' sessions.

AWS Services Estimated Costs

Description	Type	Estimated Monthly Price
AWS Services* - 2,000,000 minutes Connect charge	Monthly	
AWS Services* - 1,000,000 minutes inbound	Monthly	
AWS Services* - 1,000,000 minutes outbound	Monthly	
AWS Services* - 500,000 chat messages	Monthly	
AWS Services* - Contact Lens per 1,000,000 voice minutes	Monthly	
AWS Services* - Contact Lens per 500,000 chat msgs	Monthly	
AWS Services* - Storage	Monthly	
	TOTAL	

Any monthly charges for AWS Services will be subject to ▮▮▮▮▮ per the terms and conditions of the NASPO contract. These are estimates, actual costs will be based on consumption. Amazon Lex services for voice has not been estimated in this solution due to unknown requirements. Lex i▮▮▮▮ per voice, a▮▮▮▮▮ per text utterance. For instance, 1M calls with 3 Lex Voice responses per call would cost ▮▮▮▮ r month.

Additional Surge Support as Needed (Phase 1 enhancements and Phase 2)

Labor Category	Type	Quantity	Rate	Estimated Price
Senior Solutions Architect #1	Hourly Rate	320		
Senior Solutions Architect #2	Hourly Rate	320		
Senior Solutions Architect #3	Hourly Rate	160		
Senior Solutions Architect #4	Hourly Rate	160		
Project Manager	Hourly Rate	320		
			TOTAL	

6. TERMS AND CONDITIONS

This SOW is governed by the NASPO ValuePoint Cloud Solutions contract #AR2489 and the associated Participating Addendum CMA ISC2000000004 between the State of West Virginia and Smartronix, executed November 7, 2019.
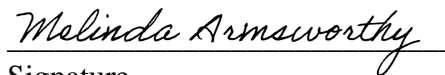
7. SIGNATURES

_____
Signature

 Justin McAllister
_____
Print Name

State of West Virginia

Melinda Armsworthy
_____
Signature

  Melinda Armsworthy
_____
Print Name

Smartronix, LLC

Exhibit D

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

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

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

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

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

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

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

Data means all information, whether in oral or written (including electronic) form,

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[1] A Sample Participating Addendum will be published after the contracts have been awarded.
[2] The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and PaaS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

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

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

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

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

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

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

Security Incident means the possible or actual unauthorized access to a Purchasing

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

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

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

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

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

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

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

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

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

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the

immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement and an amendment is not necessary.

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

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

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

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

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

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

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

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

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

>   (1) Nonperformance of contractual requirements; or

>   (2) A material breach of any term or condition of this Master Agreement; or

>   (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

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

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

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

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

(1) Exercise any remedy provided by law; and

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

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

(4) Suspend Contractor's performance; and

(5) Withhold payment until the default is remedied.

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

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

12. Force Majeure: Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual

capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

13. Indemnification

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

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

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

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

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

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

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

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be

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

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

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

16. Insurance

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

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

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

(2) CLOUD MINIMUM INSURANCE COVERAGE:

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

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

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

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

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

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment

of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

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

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

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

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

19. Ordering

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

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

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

d. Contractor shall not begin providing Services without a valid Service Level

Agreement or other appropriate commitment document compliant with the law of the Purchasing Entity.

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

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

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

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

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

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

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a

Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

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

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office[3].

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

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

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

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

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

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

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

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

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

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

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

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

25. Purchasing Entity Data: Purchasing Entity retains full right and title to Data provided by it and any Data derived therefrom, including metadata.
Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or

sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

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

26. Records Administration and Audit.

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

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

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

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

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

Additionally, some states may require an additional administrative fee be paid directly to

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

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

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

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

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

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

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

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

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

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

f. The Contractor warrants that the Products it provides under this Master Agreement

are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

32. Transition Assistance:

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

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

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

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

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

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

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

37. Governing Law and Venue

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

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

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

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

38. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition

as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

> a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

> b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

> c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

> d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

> e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

> f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

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

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

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

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

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

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

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

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

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

7. Termination and Suspension of Service:

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

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

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

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

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

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

8. Background Checks:

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

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

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

9. Access to Security Logs and Reports:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

> a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

> b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

> c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

> d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

> e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

> f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

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

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

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

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

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

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

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

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

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

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

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

7. Termination and Suspension of Service:

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

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

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

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

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

8. Background Checks:

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

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

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

9. Access to Security Logs and Reports:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 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.

Attachment B – Identification of Service Models Matrix

Offerors must complete the following form to identify the service models your firm offers under this RFP. You may provide a list of the different SaaS, IaaS, and/or PaaS services that you offer, including the Categorization of Risk that you have the ability to store and secure. This document is to provide purchasing entities and eligible users a quick snap shot of the cloud solutions your firm provides.

Service Model:	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered:
Saas	Yes	Yes	Yes	private, public, community, and hybrid
IaaS	Yes	Yes	Yes	private, public, community, and hybrid
PaaS	Yes	Yes	Yes	private, public, community, and hybrid

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Attachment C - Cost Schedule
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Solicitation Number CH16012
NASPO ValuePoint Cloud Solutions RFP

Cloud Solutions By Category. <u>Specify **Discount Percent %** Offered for products in each category</u>. Highest discount will apply for products referenced in detail listings for multiple categories. <u>Provide a detailed product offering for each category</u>.

Software as a Service	Discount % ___3%___
Infrastructure as a Service	Discount % ___3%___
Platform as a Services	Discount % ___3%___
Value Added Services	Discount %___See attached___

Additional Value Added Services:

Maintenance Services

    Onsite Hourly Rate $ ___See attached___
    Remote Hourly Rate $ _____

Professional Services

- **Deployment Services**
  Onsite Hourly Rate $ ___See attached___
  Remote Hourly Rate $ _____

- **Consulting/Advisory Services**
  Onsite Hourly Rate $ ___See attached___
  Remote Hourly Rate $ _____

- **Architectural Design Services**
  Onsite Hourly Rate $ ___See attached___
  Remote Hourly Rate $ _____

- **Statement of Work Services**
  Onsite Hourly Rate $ ___See attached___
  Remote Hourly Rate $ _____

Partner Services

    Onsite Hourly Rate $ ___See attached___
    Remote Hourly Rate $ _____

Training Deployment Services

    Onsite Hourly Rate $ ___See attached___
    Online Hourly Rate $ _____

Smartronix'
NASPO Pricing Notes and Explanations

Submitted by:
Smartronix, Inc.

12950 Worldgate Dr. Suite 450
Herndon, VA 20170

1 NASPO PRICING NOTES AND EXPLANATIONS

Smartronix is pleased to provide the State of Utah with its pricing response to Bid #: CH16012. The attached NASPO Pricing offers pricing for the following Cloud Models: Iaas, Paas, SaaS. We are offering our Cloud Assured Managed Services (CAMS) for cloud services utilized in Public/Government Community Clouds.

The prices for Public and Government Community Cloud Services can be found within the same links provided in the price attachment and receive the same discounts, 3%. The pricing and discount schedule for Managed Services can also be found in the attached pricing.

Due to the rapid innovation and growth of available services in the cloud market place Smartronix is offering the use of all current and future cloud services as they are available. The current generation instance configurations can be found outlined in the attached pricing document. The full suite of products available to the state under contract with Smartronix can be found here:

- AWS: https://aws.amazon.com/products

Note: Not all services are available in all regions.
With current list pricing for all services can be found here:
- AWS: https://aws.amazon.com/pricing/services/

Pricing Methodology

Smartronix' approach to pricing and discounts based on consumption (or utility style), with Managed Service cost broken out from the cost of compute. We believe this model, of separating the cloud service and management costs provide the customer with the most flexible and transparency.

First we are offering discounts, outlined below, based on your month AWS spend. For example, utilizing CloudCheckr we run your AWS invoice at list price. We then discount that amount and invoice you. Our CAMS offering, invoiced separately, from your cloud services is priced per instance. In a variable environment where instances are stood up and shut down frequently we invoice the number of effective instances:

$$\frac{\text{Total hours consumed}}{\text{Total hours in that month}} = \text{\# of effective instances}$$

Cloud Services Price Estimating

AWS provide pricing calculators to estimate the cost of their services. These calculators are an important tool to estimate the cost of future task orders. And with all prices being publicly available there are no hidden cost. These calculators can be found here:

- AWS: http://calculator.s3.amazonaws.com/index.html

Discounting

We are offering the following discounts off of the list price at the time of consumption for each cloud provider:

- 3% on AWS cost

Note: There are no discounts provided on products and services sold thru Amazon AWS for which Smartronix does not receive a discount. This currently includes fees associated with: Amazon DevPay, Amazon Mechanical Turk, Amazon Flexible Payment Services and any 3rd party products purchased in the AWS Marketplace.

We are also offering a volume based discount off of the states's month managed service spend:

Monthly Cost	Vol Discount %
$0 - $15,000	0%
$15,000 - $30,000	2.5%
$30,000 - $45,000	5%
$45,000 - $60,000	10%
Over $60,000	12.5%

Additional services can be purchased utilizing our rate card:

Labor Category	Hourly Rate
Sr. Cloud Architect	$250
Cloud Architect	$225
Sr. Cloud Engineer	$200
Cloud Engineer	$180
Security Architect	$200
Security Analyst	$175
Sr. I&O Engineer	$140
I&O Engineer	$120
Cloud Program Manager	$220
Cloud Project Manager	$200

Amazon Web Services

Note 1: AWS pricing is based on per hour consumption.
Note 2: AWS Compute services vary between regional availability and OS
Note 3: When you have purchased a sufficient number of Reserved Instances in an AWS Region, you will automatically receive discounts on your upfront fees and hourly fees for future purchases of Reserved Instances in that AWS Region. Reserved Instance discounts are determined based on the total list price (non-discounted price) of upfront fees for the active Reserved Instances you have per AWS Region to determine the applicable volume discount tier. As an example, imagine that we had the following volume discount tiers:

- $0-$500K: Upfront - 0%, Hourly - 0%

- $500K - $4M: Upfront - 5%, Hourly - 5%

- $4M - $10M: Upfront - 10%, Hourly - 10%

- $10M+: Negotiated

PROFORMA IAAS/PAAS/SAAS COST TABLE

Vendor Name: **Smartronix, Inc**				
				Comments
Period or Utilization Costs	**Description & Configuration Details**	**Unit Cost (Specify Units)**	**Vendors may submit their entire cost tables, BUT note that clarity and ease-of-use will be considered.**	
IaaS		SMX Pricing Response'		
PaaS		SMX Pricing Response'		
SaaS		SMX Pricing Response'		
Cloud Assured Managed Services (CAMS)				
Core Managed Services		$300.00	per instance/month	
Managed Services Light		$150.00	per instance/month	
Advanced Monitoring Services		$150.00	per instance/month	
Disaster Recovery Services		$175.00	per instance/month	
Enhanced Data Encryption Services		$200.00	per instance/month	
Advanced Security Services		$200.00	per instance/month - Requires Core Services	
Log Aggregation and Analysis		$1000 per month plus $5/GB daily indexed data	per environment/month	
Application Management Services		$300.00	per application instance/month	
Database Management Services		$500.00	per Database/month	
Web Management and CDN Services		$200.00	per property/month	
Infrastructure Advisory Support		$75.00	per instance Core Services Managed Instance/month	
Infrastructure Support Services		$2,900.00	per review/month - Requires Core Managed Services	
DevOps and CI/CD Services		$200.00	per instance/month	
FedRAMP Compliance and Continous Monitoring		$200.00	per instance/month - Requires Core Services and Advanced Security	
Notes:				
Discounting Schedule	Please see "SMX Discount Schedule" tab. Smartronix provides discounts for Support (CAMS), AWS and Azure. CAMS discounting is volume based off of the monthly dollar volume and AWS/Azure is a percentage discount off of the list price at the time of	SMX Discount Schedule		
AWS purchasing options	You can purchase AWS in 2 ways: On-Demand and Reserved Instances (RI). Ris can be purchased with no money up-front, partial up front payment and all up front payment. These 3 ways offer varying levels	https://aws.amazon.com/ec2/purchasing-options/		

Cloud Products and Services	Product Description	Product and Services Pricing
Smartronix:		
All Available Services thru AWS:	https://aws.amazon.com/products	https://aws.amazon.com/pricing/services/

Item	Configuration (AWS)	Unit Cost (AWS)
IaaS		
Managed Virtual Machines, Linux	See AWS Instance Config Tab	http://aws.amazon.com/ec2/pricing/
Managed Virtual Machines, Windows	See AWS Instance Config Tab	http://aws.amazon.com/ec2/pricing/
Storage	https://aws.amazon.com/ebs/	https://aws.amazon.com/ebs/pricing/
Virtual Private Cloud	https://aws.amazon.com/vpc/	https://aws.amazon.com/vpc/pricing/
Elastic Load Balancer	https://aws.amazon.com/elasticloadbalancing/	https://aws.amazon.com/elasticloadbalancing/pricing/
Dedicated Network Connection	https://aws.amazon.com/directconnect/	https://aws.amazon.com/directconnect/pricing/
DNS/LDAP servers *	https://aws.amazon.com/route53/	https://aws.amazon.com/route53/pricing/
Site to Site Connectivity	https://aws.amazon.com/directconnect/	https://aws.amazon.com/directconnect/pricing/
PaaS		
EMR	http://aws.amazon.com/elasticmapreduce/	http://aws.amazon.com/elasticmapreduce/pricing/
Relational Database Services	https://aws.amazon.com/rds/	https://aws.amazon.com/rds/pricing/
Elastic Container Services	https://aws.amazon.com/ecs/	https://aws.amazon.com/ecs/pricing/
Elastic BeanStalk	https://aws.amazon.com/elasticbeanstalk/	https://aws.amazon.com/elasticbeanstalk/pricing/
CodePipeline	https://aws.amazon.com/codepipeline/	https://aws.amazon.com/codepipeline/pricing/
OpsWorks	https://aws.amazon.com/opsworks/	https://aws.amazon.com/opsworks/pricing/
SaaS		
Amazon Simple Email Service	https://aws.amazon.com/ses/	https://aws.amazon.com/ses/pricing/
Amazon WorkSpaces	https://aws.amazon.com/workspaces/	https://aws.amazon.com/workspaces/pricing/
Amazon CloudSearch	http://aws.amazon.com/cloudsearch/	http://aws.amazon.com/cloudsearch/pricing/
Redshift	https://aws.amazon.com/redshift/	https://aws.amazon.com/redshift/pricing/

Note:

These services listed above are a sampling of they type of services per type that are available to the State of Utah.

Item	Discount	Comment
AWS Services	3%	Discount based off of current AWS list price at the time of consumption.

Smartronix Cloud Assured Managed Services (CAMS)

Monthly Cost	Vol Discount %
$0 - $15,000	0%
$15,000 - $30,000	2.5%
$30,000 - $45,000	5%
$45,000 - $60,000	10%
Over $60,000	12.5%

AWS Instance Types Matrix

Instance Type	vCPU	Memory (GiB)	Storage (GB)	Networking Performance	Physical Processor	Clock Speed (GHz)	Intel AVX†	Intel AVX2†	Intel Turbo	EBS OPT	Enhanced Networking†
t2.micro	1	1	EBS Only	Low to Moderate	Intel Xeon family	Up to 3.3	Yes	-	Yes	-	-
t2.small	1	2	EBS Only	Low to Moderate	Intel Xeon family	Up to 3.3	Yes	-	Yes	-	-
t2.medium	2	4	EBS Only	Low to Moderate	Intel Xeon family	Up to 3.3	Yes	-	Yes	-	-
t2.large	2	8	EBS Only	Low to Moderate	Intel Xeon family	Up to 3.0	Yes	-	Yes	-	-
m4.large	2	8	EBS Only	Moderate	Intel Xeon E5-2676 v3	2.4	Yes	Yes	Yes	Yes	Yes
m4.xlarge	4	16	EBS Only	High	Intel Xeon E5-2676 v3	2.4	Yes	Yes	Yes	Yes	Yes
m4.2xlarge	8	32	EBS Only	High	Intel Xeon E5-2676 v3	2.4	Yes	Yes	Yes	Yes	Yes
m4.4xlarge	16	64	EBS Only	High	Intel Xeon E5-2676 v3	2.4	Yes	Yes	Yes	Yes	Yes
m4.10xlarge	40	160	EBS Only	10 Gigabit	Intel Xeon E5-2676 v3	2.4	Yes	Yes	Yes	Yes	Yes
m3.medium	1	3.75	1 x 4 SSD	Moderate	Intel Xeon E5-2670 v2*	2.5	Yes	-	Yes	-	-
m3.large	2	7.5	1 x 32 SSD	Moderate	Intel Xeon E5-2670 v2*	2.5	Yes	-	Yes	-	-
m3.xlarge	4	15	2 x 40 SSD	High	Intel Xeon E5-2670 v2*	2.5	Yes	-	Yes	Yes	-
m3.2xlarge	8	30	2 x 80 SSD	High	Intel Xeon E5-2670 v2*	2.5	Yes	-	Yes	Yes	-
c4.large	2	3.75	EBS Only	Moderate	Intel Xeon E5-2666 v3	2.9	Yes	Yes	Yes	Yes	Yes
c4.xlarge	4	7.5	EBS Only	High	Intel Xeon E5-2666 v3	2.9	Yes	Yes	Yes	Yes	Yes
c4.2xlarge	8	15	EBS Only	High	Intel Xeon E5-2666 v3	2.9	Yes	Yes	Yes	Yes	Yes
c4.4xlarge	16	30	EBS Only	High	Intel Xeon E5-2666 v3	2.9	Yes	Yes	Yes	Yes	Yes
c4.8xlarge	36	60	EBS Only	10 Gigabit	Intel Xeon E5-2666 v3	2.9	Yes	Yes	Yes	Yes	Yes
c3.large	2	3.75	2 x 16 SSD	Moderate	Intel Xeon E5-2680 v2	2.8	Yes	-	Yes	-	Yes
c3.xlarge	4	7.5	2 x 40 SSD	Moderate	Intel Xeon E5-2680 v2	2.8	Yes	-	Yes	Yes	Yes
c3.2xlarge	8	15	2 x 80 SSD	High	Intel Xeon E5-2680 v2	2.8	Yes	-	Yes	Yes	Yes
c3.4xlarge	16	30	2 x 160 SSD	High	Intel Xeon E5-2680 v2	2.8	Yes	-	Yes	Yes	Yes
c3.8xlarge	32	60	2 x 320 SSD	10 Gigabit	Intel Xeon E5-2680 v2	2.8	Yes	-	Yes	-	Yes
g2.2xlarge	8	15	1 x 60 SSD	High	Intel Xeon E5-2670	2.6	Yes	-	Yes	Yes	-
g2.8xlarge	32	60	2 x 120 SSD	10 Gigabit	Intel Xeon E5-2670	2.6	Yes	-	Yes	-	-
r3.large	2	15.25	1 x 32 SSD	Moderate	Intel Xeon E5-2670 v2	2.5	Yes	-	Yes	-	Yes
r3.xlarge	4	30.5	1 x 80 SSD	Moderate	Intel Xeon E5-2670 v2	2.5	Yes	-	Yes	Yes	Yes
r3.2xlarge	8	61	1 x 160 SSD	High	Intel Xeon E5-2670 v2	2.5	Yes	-	Yes	Yes	Yes
r3.4xlarge	16	122	1 x 320 SSD	High	Intel Xeon E5-2670 v2	2.5	Yes	-	Yes	Yes	Yes
r3.8xlarge	32	244	2 x 320 SSD	10 Gigabit	Intel Xeon E5-2670 v2	2.5	Yes	-	Yes	-	Yes
i2.xlarge	4	30.5	1 x 800 SSD	Moderate	Intel Xeon E5-2670 v2	2.5	Yes	-	Yes	Yes	Yes
i2.2xlarge	8	61	2 x 800 SSD	High	Intel Xeon E5-2670 v2	2.5	Yes	-	Yes	Yes	Yes
i2.4xlarge	16	122	4 x 800 SSD	High	Intel Xeon E5-2670 v2	2.5	Yes	-	Yes	Yes	Yes
i2.8xlarge	32	244	8 x 800 SSD	10 Gigabit	Intel Xeon E5-2670 v2	2.5	Yes	-	Yes	-	Yes
d2.xlarge	4	30.5	3 x 2000	Moderate	Intel Xeon E5-2676 v3	2.4	Yes	Yes	Yes	Yes	Yes
d2.2xlarge	8	61	6 x 2000	High	Intel Xeon E5-2676 v3	2.4	Yes	Yes	Yes	Yes	Yes
d2.4xlarge	16	122	12 x 2000	High	Intel Xeon E5-2676 v3	2.4	Yes	Yes	Yes	Yes	Yes
d2.8xlarge	36	244	24 x 2000	10 Gigabit	Intel Xeon E5-2676 v3	2.4	Yes	Yes	Yes	Yes	Yes

Notes:

Each vCPU is a hyperthread of an Intel Xeon core for M4, M3, C4, C3, R3, HS1, G2, I2, and D2.

*M3 instances may also launch as an Intel Xeon E5-2670 (Sandy Bridge) Processor running at 2.6 GHz.

† AVX, AVX2, and Enhanced Networking are only available on instances launched with HVM AMIs.

Looking for T1, M1, C1, CC2, M2, CR1, CG1, HS1, or HI1 Instances? See the Previous Generation Instances page.

Core Managed Services	
Service Title	**Description**
Monitoring and Notification	Systems, services and cloud components monitoring which provides real time view of your entire cloud environment. Performance, usage and availability for customer specific components are monitored. Monitoring can be configured to provide specific notifications based on availability and captured events within the environment.
IT Service Management	CloudAssured Support is provided 24x7x365 through email, phone support, and the web. Ticket status change notifications are provided back to customers automatically. Customers have access to tickets and status reports for incidents and problems through the CloudAssured Portal.
SLA Management	On Demand view of Smartronix' performance against SLAs in the CloudAssured Portal.
CloudAssured Portal	The CloudAssured portal provides a consolidated view of monitoring and notification information, , ticket status, and billing information provided by Smartronix Managed Services. Access to your portal is role-based to limit user access.
Incident Response	This service provides analysis, tracking, and corrective actions for issues impacting customer environments and infrastructure. As well as limits damage and reduces recovery time and costs associated with an unplanned event.
Antivirus (AV) Management	Antivirus management provides protection against malware for the customer environment by ensuring that the AV software is installed, maintained, up to date and running current malware signatures. When malware is detected we proactively ensure quarantine and an incident ticket is automatically created for the remediation of the issue. Audits are performed to ensure individual server compliance.
Boundary Management	A proactive monitoring and management service that provides configuration of cloud service provider components for networking, firewall, VPN, subnets, ACL and virtual networks.
Log Aggregation	The Log Aggregation is utilized to capture IaaS native Logs e.g Cloud Trail and System, application and firewall logs to object files for troubleshooting and analysis. Alerts are generated for critical events and key performance indicators within the environment to trigger operational response.
Patch Management for OS	Monitoring and applying operating system patches and updates through the use of a patch management life-cycle, which includes the complete assessment and testing of patches prior to applying them.
Backup Services	Backup Services provide for system, environment and cloud services backup and restore. Backups are stored within the customer cloud environment and all data costs associated with backups are part of the customer cloud environment costs.
Billing	Customers are provided a consolidated bill of all provided services. For customers where we are providing resale of cloud services, a single consolidated bill showing all cloud charges and managed services is provided based on monthly usage. Additionally the level of billing detail is flexible and may be designed to support customer requirements and may be used for chargeback purposes.
Billing Advisory Services	Smartronix proactively reviews and provides customers with recommendations on optimization of cloud environments for lowering your cloud costs and improving performance based on our knowledge of the environment and utilization levels. Cloud usage is also included to provide insight into underutilized or unused components within the environment.
Managed Services Light	

Service Title	Description
Monitoring and Notification	Systems, services and cloud components monitoring which provides real time view of your entire cloud environment. Performance, usage and availability for all customer specific components are monitored. Monitoring can be configured to provide specific notifications based on availability and captured events within the environment. Cloud usage is also included to provide insight into underutilized or unused components within the environment.
Ticketing	CloudAssured Support is provided 24x7x365 through email, phone support, and the web. Ticket status change notifications are provided back to customers automatically. Customers have access to tickets and status reports for incidents and problems through the CloudAssured Portal.
SLA Management	On Demand view of Smartronix' performance against SLAs in the CloudAssured Portal.
CloudAssured Portal	The CloudAssured portal provides a consolidated view of monitoring and notification information, SLAs, ticket status, billing information and security information provided by Smartronix Managed Services. Access to your portal is role-based to limit user access based on need and risk.
Incident Response	This service provides analysis, tracking, and corrective actions for issues impacting customer environments and infrastructure. As well as limits damage and reduces recovery time and costs associated with an unplanned event.
Antivirus (AV) Management	Antivirus management provides protection against malware for the customer environment by ensuring that the AV software is installed, maintained, up to date and running current malware signatures. When malware is detected we proactively ensure quarantine and an incident ticket is automatically created for the remediation of the issue. Audits are performed to ensure individual server compliance.
Boundary Management	A proactive monitoring and management service that provides configuration of cloud service provider components for networking, firewall, VPN, subnets, ACL and virtual networks.
Billing	Customers are provided a consolidated bill of all provided services. For customers where we are providing resale of cloud services, a single consolidated bill showing all cloud charges and managed services is provided based on monthly usage. Additionally the level of billing detail is flexible and may be designed to support customer requirements and may be used for chargeback purposes.
Billing Advisory Services	Smartronix proactively reviews and provides customers with recommendations on optimization of cloud environments for lowering your cloud costs and improving performance based on our knowledge of the environment and utilization levels.

Optional Services	
Service Title	Description
Log Aggregation and Analysis	The Log Aggregation and Analysis service is utilized to capture all events, logs, audit information and monitoring information provided by operating systems, platforms, networks, applications and infrastructure. Alerts are defined for key events within the environment to trigger further analysis or incident response.
Infrastructure Advisory Services	Smartronix proactively reviews and provides customers with recommendations on optimization of cloud services to include capacity management reviews, architectural reviews and best practices, auto scaling approaches, and design services.

Disaster Recovery Services	Disaster recovery services provide full planning, annual testing and execution of a disaster recovery solution which encompasses customer applications, systems, and environments to provide continuity of service.
Advanced Monitoring Services/ Perfo	Application, transactional, synthetic and additional performance management and monitoring services may be configured for customer applications, systems and environments.
Enhanced Data Encryption Services	Examples of Enhanced Data Encryption Services include: 1. Use of hardware security modules 2. Database and/or Application Level 3. Key management and key rotation services
Advanced Security Services	Customer specific advanced security services including data loss prevention, advanced identity management services, host based IPS, security assessments, continuous security monitoring and additional services are available to create high security enclaves within cloud environments.
Application Management Services	Full lifecycle application management is available for COTS and custom built applications. This includes monitoring, maintenance, patching and security assessments for these applications. This service can also provide the customer with application specific availability or performance service level agreements. Application specific backup services may also be provided upon request. (Limited to minor patches of supported COTS products, not major version upgrades) and configuration management of changes to the environment.
Database Management Services	Full lifecycle database management is available for industry leading database vendors. This includes monitoring, maintenance, patching and security assessments for these databases. This service can also provide the customer with database specific availability or performance service level agreements. Database specific backup services may also be provided upon request.
Web Management Services and CDN	This service provides monitoring, availability, maintenance, security and configuration management for web applications and frameworks. This includes the operations and management of third party CDN services as well. We will provide proactive security monitoring of the site distribution, availability monitoring, including optionally available outside availability and performance monitoring, patching of the environment and applications (limited to minor patches of supported COTS products, not major version upgrades) and configuration management of changes to the site distribution. For CDN services this will include configuration, monitoring, availability and maintenance of the CDN services.
DevOps and CI/CD Services	A pre-configured environment, customized to customer needs, which allows for continuous integration, continuous deployment and full lifecycle DevOps is available and provided as a fully managed service to customers. This includes the use of orchestration tools, code repositories, testing suites, workflow management, service deployment, and automated scaling of environments.

Purchase Order History For MA Executive Office of Labor and Workforce AWS Connect & AWS General Resale, M

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Purchase Order History for MA Executive Office of Technology Services and Security General AWS Resale, Mana

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PO-21-1039-EHS01-EHS02-19969	
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PO-20-1039-EHS01-EHS02-19676	

anaged Services, and Professional Consulting Services (re: Anthony Fantasia Reference):

Description	Vendor	Purchasing Agency
FY 2022 Smartronix AWS Connect Hosting for EOLWD, PCR-22-00311	Smartronix, LLC	Executive Office of Technology Services and Security
AWS Connect - Project (IVRS Replacement)	Smartronix, LLC	Executive Office of Labor and Workforce Development
AWS Connect - Support	Smartronix, LLC	Executive Office of Labor and Workforce Development
AWS Connect - Project (Data Management)	Smartronix, LLC	Executive Office of Labor and Workforce Development
AWS Connect - Project (IVRS Replacement) Project Change Request 1	Smartronix, LLC	Executive Office of Labor and Workforce Development
PCR-22-00946 EOHHS - DCF AWS Connect Call Center Hosting	Smartronix, LLC	Executive Office of Technology Services and Security
FY23 Smartronix AWS Connect Support	Smartronix, LLC	Executive Office of Labor and Workforce Development
PCR-23-00036 FY23 AWS Connect Costs for EOLWD	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-23-01141 SMX AWS Connect Hosting Costs - EOLWD Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-25-02349 AWS Connect for Account 18311717589 for EOLWD Core	Smartronix, LLC	Executive Office of Technology Services and Security

ged Services, and Professional Consulting Services (re: William Cole Reference):

Description	Vendor	Purchasing Agency
CT-ITD-2017SMARTRONIXAWSDIG, RFR16-21	Smartronix, LLC	Executive Office of Technology Services and Security
CT-ITD-2017SMARTRONIXAWSENG, RFR16-21	Smartronix, LLC	Executive Office of Technology Services and Security
CT-ITD-2017SMARTRONIXAWSREC, RFR16-21	Smartronix, LLC	Executive Office of Technology Services and Security
CT-ITD-2017SMARTRONIXMEPJIR, RFR 16-21, AWS instance for MEP & JI	Smartronix, LLC	Executive Office of Technology Services and Security
CT-ITD-2017SMARTRONIXAWSJIR,	Smartronix, LLC	Executive Office of Technology Services and Security
CT-ITD-2017SMARTRONIXAWSMEP	Smartronix, LLC	Executive Office of Technology Services and Security
AWS ACCOUNT FOR EOHHS, PCR-18-00135	Smartronix, LLC	Executive Office of Technology Services and Security
AWS ACCOUNT EOTSS	Smartronix, LLC	Executive Office of Technology Services and Security
AWS ACCOUNT FOR EOANF, PCR-18-00136	Smartronix, LLC	Executive Office of Technology Services and Security
AWS ACCOUNT FOR DOt, PCR-18-00138	Smartronix, LLC	Executive Office of Technology Services and Security
AWS ACCOUNT FOR EOHED, PCR-18-00100	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-18-00232, AWS ACCOUNT FOR HIX MEP & JIRA	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-18-00444, FY18 AWS RENEWAL FOR EOLWD	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-18-00692 - CREATE AWS ACCOUNT FOR EOEEA	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-18-00605 - CREATE AWS ACCOUNT FOR COMPTROLLER	Smartronix, LLC	Executive Office of Technology Services and Security
AWS ACCOUNT FOR EOE, PCR-18-00137 and 18-00600, acct # 0217084271	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-18-01390 AWS Hosting renewal - EOLWD	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-18-01478 FY19 AWS Hosting renewal	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-18-01479 AWS Hosting Renewal - EOE Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-18-01475 AWS Hosting Renewal	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-18-01476 AWS Hosting Renewal - CTR Core	Smartronix, LLC	Executive Office of Technology Services and Security

PCR-18-01477 AWS Hosting Renewal - Engineering Sandbox	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-18-01494 AWS Hosting Renewal - EOHED Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-18-01515 AWS Hosting Renewal - MassDOT Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-18-01517 AWS Hosting Renewal - Digital Services	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-18-01496 FY19 AWS Hosting Renewal - EOTSS Core and GOVCloud	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-18-01495 AWS Hosting Renewal - EOHHS Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-18-01472 FY19 AWS Hosting Renewal - HIX MEP & JIRA	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-18-01474 FY19 AWS CAMS Renewal - HIX MEP & JIRA	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-19-00189 AWS Account for AGO	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-19-00206 AWS Account for TRE	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-19-00028 AWS Account for HIX Data Warehouse POC	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-19-00821 AWS Account for Digital Data Production	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-19-00902 HIX POC AWS Account	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-19-00847 AWS Account for EOTSS Training Sandbox	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-19-01442 AWS Hosting - COMA Masterpayer Renewal	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-19-01450 AWS Hosting - Engineering Sandbox	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-19-01451 AWS Hosting - ANF Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-19-01452 AWS Hosting - EOE Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-19-01453 AWS Hosting - HED Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-19-01456 AWS Hosting - MassDOT	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-19-01448 AWS Hosting - CTR Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-20-00035 AWS Hosting - TRE Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-19-01449 AWS Hosting - Digital Data Hosting	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-20-00028 AWS Hosting - EOTSS GOV	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-19-01454 AWS Hosting - HHS Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-19-01455 AWS Hosting - EOTSS Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-19-01457 FY20 AWS Hosting - Digital Services	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-20-00409 AWS Hosting - EOLWD Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-20-00579 AWS Hosting - HIX DW POC	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-20-00573 AWS Hosting - AGO Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-20-00667 AWS hosting - EOTSS TRN Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-20-01011 AWS Hosting - PFML FY20	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-20-00389 AWS Hosting - State Lab Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-20-01427 Smartronix AWS Enterprise Discount Prog Addendum	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-21-00054 AWS Hosting - EOTSS Managed Accounts	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-21-00118 AWS Hosting - TRE Core	Smartronix, LLC	Executive Office of Technology Services and Security

PCR-21-00172 AWS Hosting - PFML	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-21-00148 AWS Hosting - EOLWD Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-21-00418 FY21 AWS Hosting - State Lab Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-21-00409 FY21 AWS Hosting - AGO Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-21-00327 Hosting for CIW Modernization to AWS	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-21-01368, Smartronix AWS Planned Savings-EOTSS FY 21,	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-22-00020 AWS Data Lake Account	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-22-00060 AWS Hosting State Lab Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-22-00061 FY22 AWS Hosting for TRE Core	Smartronix, LLC	Executive Office of Technology Services and Security
FY 2022 Smartronix AWS Connect Hosting for EOLWD, PCR-22-00311	Smartronix, LLC	Executive Office of Technology Services and Security
FY 2022 Smartronix AWS Hosting EOLWD Core, PCR-22-00139	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-22-00022 AWS Hosting for all EOTSS managed accounts	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-22-00062 AWS Hosting for AGO Core account #458486268251	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-22-00729 MASSDOT - AWS Account Agreement	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-22-00329 Hosting AWS Account EOPSS-Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-22-00726 EOHED Nasuni Back Up AWS Account	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-22-00881 AWS account agreement for EOEEA	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-22-00901 AWS Account agreement for EOHED	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-22-00946 EOHHS - DCF AWS Connect Call Center Hosting	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-22-01005 AWS Account Agreement for MassIT COMA VDI	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-22-01006 AWS Account Agreement for EOTSS GOV Cloud	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-22-01038 DOR Gentax AWS Hosting	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-22-01307 EOTSS - Smartronix AWS Planned Savings	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-23-00139 FY23 - AWS Hosting TRE Core Acct# 236252992815	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-23-00138 FY23 AWS Hosting State Lab Core 234468951292	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-23-00197 FY23-DOR Smartronix AWS Data Lake Acct#371878639029	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-23-00034 FY23-AWS Hosting for EOTSS Managed Accounts	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-23-00035 FY23 AWS Hosting Costs - EOLWD Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-23-00036 FY23 AWS Connect Costs for EOLWD	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-23-00248 FY23 Smartronix AWS PFML for LWD	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-23-00373 AWS Acct Agreement for MassIT-CTR - 888677719813	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-23-00604 AWS Acct Agreement for EOE - 21708427733	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-23-01142 MX AWS Hosting for DMFL	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-23-01244 Mass Lottery AWS Account agreement	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-23-01138 SMX AWS Hosting Costs EOLWD Core 18311717589	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-23-01141 SMX AWS Connect Hosting Costs - EOLWD Core	Smartronix, LLC	Executive Office of Technology Services and Security

Description	Vendor	Purchasing Agency
FY24- SMX AWS Hosting for EOTSS Managed Accounts, PCR-23-01310	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-24-00039 Smartronix EOHLC Core AWS account 778188912288	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-24-00226 AWS Training Credits	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-24-00622 SMX AWS Optimization Licensing Assessment (OLA)	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-24-00799 AWS Hosting for MassDOT Sandbox	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-25-02344 FY25-AWS Hosting for EOTSS Managed Accounts	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-25-02349 AWS Connect for Account 18311717589 for EOLWD Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-24-00939 FY25 SMX AWS Hosting Costs PMFL 498823821309	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-25-02400 AWS cloud hosting services for EOLWD Core	Smartronix, LLC	Executive Office of Technology Services and Security
PCR-25-02486 SMX AWS Planned Savings	Smartronix, LLC	Executive Office of Technology Services and Security
Human Services AWS Connect Resale, Managed Services, and Professional Consulting Services (re: Erin Botelho Reference):		
Description	**Vendor**	**Purchasing Agency**
AWS Training for DOR Tax GeniSys	Smartronix, LLC	Executive Office for Administration and Finance
CAMS Service for Gentax AWS monitoring	Smartronix, LLC	Executive Office for Administration and Finance
GeniSys Cloud Infrastructure Services	Smartronix, LLC	Executive Office for Administration and Finance
Smartronix CAMS - GeniSys AWS	Smartronix, LLC	Executive Office for Administration and Finance
Smartronix Services for GeniSys	Smartronix, LLC	Executive Office for Administration and Finance
Migration to AWS - Mobilization Phase	Smartronix, LLC	Executive Office for Administration and Finance
Smartronix - Annual Cloud Managed Services CAMS	Smartronix, LLC	Executive Office for Administration and Finance
Smartronix - DOR Cloud Infrastructure Services	Smartronix, LLC	Executive Office for Administration and Finance
Services for Cloud Architect	Smartronix, LLC	Executive Office for Administration and Finance
Services for Cloud Architect	Smartronix, LLC	Executive Office for Administration and Finance
25MH016 - FY"25 Annual AWS Managed Services	Smartronix, LLC	Executive Office of Health and Human Services
25EHS062 - SMX cloud hosting provider charges for VG5 Infrastructure hostin	Smartronix, LLC	Executive Office of Health and Human Services
25MH024 (SMX): FY25 HIX Certificate and Domain Renewal Purchases for AW	Smartronix, LLC	Executive Office of Health and Human Services
25MH015 Smartronix - AWS Hosting Services for HIX Production	Smartronix, LLC	Executive Office of Health and Human Services
25MH002 Smartronix - HIX/IES AWS Hosting Migration Project	Smartronix, LLC	Executive Office of Health and Human Services
24MH032 Smartronix - AWS Hosting Services for HIX Production	Smartronix, LLC	Executive Office of Health and Human Services
24EHS038 - Smartronix - VG5 Infrastructure Hosting in AWS	Smartronix, LLC	Executive Office of Health and Human Services
23MH106 Smartronix Annual Renewal of AWS Hosting Services	Smartronix, LLC	Executive Office of Health and Human Services
23MH006 Smartronix Infrastructure Stabilization Initiative HIX/IES AWS Hostin	Smartronix, LLC	Executive Office of Health and Human Services
23MH273 Smartronix - To move MMIS application from current environment to	Smartronix, LLC	Executive Office of Health and Human Services
23MH127 Renewal of AWS Managed Svcs for HIX production, management &	Smartronix, LLC	Executive Office of Health and Human Services
23EHS015 Smartronix Hosting Svcs for VG4 and VG2 in AWS	Smartronix, LLC	Executive Office of Health and Human Services
21MH238 Smartronix - AWS-Migration/Phase 4	Smartronix, LLC	Executive Office of Health and Human Services

22MH035 Smartronix Annual Renewal of the Smartronix AWS hosting services	Smartronix, LLC	Executive Office of Health and Human Services
22MH032 Smartronix Annual Renewal of the Smartronix AWS Managed Servic	Smartronix, LLC	Executive Office of Health and Human Services
22MH034 Smartronix - Annual Renewal of AWS Hosting Services	Smartronix, LLC	Executive Office of Health and Human Services
22EHS024 Smartronix Hosting Services for VG5 in AWS	Smartronix, LLC	Executive Office of Health and Human Services
23MH474 (SMART): AWS Training Services	Smartronix, LLC	Executive Office of Health and Human Services
21EHS644 Smartronix Hosting Services for VG5 in AWS	Smartronix, LLC	Executive Office of Health and Human Services
ERF21MH360 AWS IaaS hosting services	Smartronix, LLC	Executive Office of Health and Human Services
21MH292 Implement AWS Workspaces Laliberte, T	Smartronix, LLC	Executive Office of Health and Human Services
21MH110 Smartronix Renewal of AWS Hosting Costs for HIX JIRA and MEP	Smartronix, LLC	Executive Office of Health and Human Services
21MH114 Smartronix AWS Managed Svcs for HIX Production, Non-Production	Smartronix, LLC	Executive Office of Health and Human Services
21MH115 Smartronix AWS Hosting Fees for HIX Production, Non-Production,	Smartronix, LLC	Executive Office of Health and Human Services
20MH475 Smartronix AWS Hosting Migration Costs for HIX Production	Smartronix, LLC	Executive Office of Health and Human Services

Reference #	Buyer	Status	Date of Award
ITD0001/ITD00	Annemarie Kates	3PS - Sent	10/13/2021
DAO01/32500	Marisa Cochrane (inactive)	3PS - Sent	02/18/2022
DAO01/32500	Marisa Cochrane (inactive)	3PS - Sent	02/18/2022
DAO01/32500	Marisa Cochrane (inactive)	3PS - Sent	03/21/2022
DAO01/32500	Marisa Cochrane (inactive)	3PS - Sent	03/29/2022
ITD0001/ITD00	Nelson Wong	3PS - Sent	05/24/2022
DAO01/32500	Jon Rockwood	3PS - Sent	09/14/2022
ITD0001/ITD00	Sara Middleton	3PS - Sent	09/26/2022
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/27/2023
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/18/2024
Reference #	Buyer	Status	Date of Award
ITD0001/ITD00	Monica Auguste	3PS - Sent	11/01/2016
ITD0001/ITD00	Monica Auguste	3PS - Sent	11/02/2016
ITD0001/ITD00	Monica Auguste	3PS - Sent	11/02/2016
ITD0001/ITD00	Monica Auguste	3PS - Sent	12/12/2016
ITD0001/ITD00	Monica Auguste	3PS - Sent	12/29/2016
ITD0001/ITD00	Monica Auguste	3PS - Sent	12/29/2016
ITD0001/ITD00	Eziquio Souza	3PS - Sent	08/16/2017
ITD0001/ITD00	Eziquio Souza	3PS - Sent	08/16/2017
ITD0001/ITD00	Eziquio Souza	3PS - Sent	08/16/2017
ITD0001/ITD00	Eziquio Souza	3PS - Sent	08/16/2017
ITD0001/ITD00	Eziquio Souza	3PS - Sent	08/16/2017
ITD0001/ITD00	Monica Auguste	3PS - Sent	10/05/2017
ITD0001/ITD00	Eziquio Souza	3PS - Sent	11/16/2017
ITD0001/ITD00	Eziquio Souza	3PS - Sent	02/06/2018
ITD0001/ITD00	Eziquio Souza	3PS - Sent	02/07/2018
ITD0001/ITD00	Annemarie Kates	3PS - Sent	02/23/2018
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/25/2018
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/27/2018
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/27/2018
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/28/2018
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/28/2018

ITD0001/ITD00	Nelson Wong	3PS - Sent	06/28/2018
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/28/2018
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/28/2018
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/29/2018
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/29/2018
ITD0001/ITD00	Nelson Wong	3PS - Sent	07/19/2018
ITD0001/ITD00	Nelson Wong	3PS - Sent	07/20/2018
ITD0001/ITD00	Nelson Wong	3PS - Sent	07/20/2018
ITD0001/ITD00	Nelson Wong	3PS - Sent	08/30/2018
ITD0001/ITD00	Nelson Wong	3PS - Sent	09/10/2018
ITD0001/ITD00	Nelson Wong	3PS - Sent	04/09/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	05/02/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	05/07/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	05/30/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	07/03/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	07/03/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	07/10/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	07/10/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	07/10/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	07/10/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	07/10/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	07/16/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	07/16/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	07/16/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	07/17/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	07/17/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	07/22/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	11/18/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	12/24/2019
ITD0001/ITD00	Nelson Wong	3PS - Sent	01/14/2020
ITD0001/ITD00	Nelson Wong	3PS - Sent	02/10/2020
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/15/2020
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/23/2020
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/30/2020
ITD0001/ITD00	Nelson Wong	3PS - Sent	08/03/2020
ITD0001/ITD00	Nelson Wong	3PS - Sent	08/04/2020

ITD0001/ITD00	Nelson Wong	3PS - Sent	08/25/2020
ITD0001/ITD00	Nelson Wong	3PS - Sent	09/11/2020
ITD0001/ITD00	Nelson Wong	3PS - Sent	10/23/2020
ITD0001/ITD00	Nelson Wong	3PS - Sent	10/23/2020
ITD0001/ITD00	Nelson Wong	3PS - Sent	10/26/2020
ITD0001/ITD00	Annemarie Kates	3PS - Sent	06/28/2021
ITD0001/ITD00	Nelson Wong	3PS - Sent	08/09/2021
ITD0001/ITD00	Nelson Wong	3PS - Sent	08/17/2021
ITD0001/ITD00	Nelson Wong	3PS - Sent	08/18/2021
ITD0001/ITD00	Annemarie Kates	3PS - Sent	10/13/2021
ITD0001/ITD00	Annemarie Kates	3PS - Sent	10/13/2021
ITD0001/ITD00	Nelson Wong	3PS - Sent	10/29/2021
ITD0001/ITD00	Nelson Wong	3PS - Sent	02/09/2022
ITD0001/ITD00	Nelson Wong	3PS - Sent	03/17/2022
ITD0001/ITD00	Nelson Wong	3PS - Sent	04/01/2022
ITD0001/ITD00	Nelson Wong	3PS - Sent	04/06/2022
ITD0001/ITD00	Nelson Wong	3PS - Sent	04/20/2022
ITD0001/ITD00	Nelson Wong	3PS - Sent	05/03/2022
ITD0001/ITD00	Nelson Wong	3PS - Sent	05/24/2022
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/06/2022
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/06/2022
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/10/2022
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/29/2022
ITD0001/ITD00	Nelson Wong	3PS - Sent	08/11/2022
ITD0001/ITD00	Sara Middleton	3PS - Sent	08/11/2022
ITD0001/ITD00	Nelson Wong	3PS - Sent	09/19/2022
ITD0001/ITD00	Nelson Wong	3PS - Sent	09/20/2022
ITD0001/ITD00	Sara Middleton	3PS - Sent	09/26/2022
ITD0001/ITD00	Sara Middleton	3PS - Sent	09/26/2022
ITD0001/ITD00	Sara Middleton	3PS - Sent	09/26/2022
ITD0001/ITD00	Sara Middleton	3PS - Sent	11/07/2022
ITD0001/ITD00	Nelson Wong	3PS - Sent	01/26/2023
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/26/2023
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/26/2023
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/27/2023
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/27/2023

Reference #	Buyer	Status	Date of Award
ITD0001/ITD00	Annemarie Kates	3PS - Sent	06/30/2023
ITD0001/ITD00	Nelson Wong	3PS - Sent	08/21/2023
ITD0001/ITD00	Nelson Wong	3PS - Sent	10/31/2023
ITD0001/ITD00	Nelson Wong	3PS - Sent	01/04/2024
ITD0001/ITD00	Nelson Wong	3PS - Sent	04/11/2024
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/14/2024
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/18/2024
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/18/2024
ITD0001/ITD00	Nelson Wong	3PS - Sent	06/25/2024
ITD0001/ITD00	Shawn Johnson	3PS - Sent	06/28/2024
Reference #	**Buyer**	**Status**	**Date of Award**
1003CONVD/10	Sonya Simpson	3PS - Sent	08/24/2022
1003CONVD/10	Rachelle Hersey	3PS - Sent	12/30/2022
1003CONVD/10	Rachelle Hersey	3PS - Sent	02/07/2023
1003CONVD/10	Rachelle Hersey	3PS - Sent	07/06/2023
1003CONVD/10	Rachelle Hersey	3PS - Sent	08/04/2023
1003CONVD/10	Rachelle Hersey	3PS - Sent	05/03/2024
1003CONVD/10	Rachelle Hersey	3PS - Sent	07/10/2024
1003CONVD/10	Rachelle Hersey	3PS - Sent	07/17/2024
1003CONVD/10	Rachelle Hersey	3PS - Sent	05/10/2019
1003CONVD/10	Joe Bellofatto	3PS - Sent	07/22/2019
EHS01/EHS02	Kerisotellia Akins	3PS - Sent	09/10/2024
EHS01/EHS02	Priscilla Martin	3PS - Sent	08/15/2024
EHS01/EHS02	Curtis Alcante	3PS - Sent	08/01/2024
EHS01/EHS02	Kerisotellia Akins	3PS - Sent	07/12/2024
EHS01/EHS02	Kerisotellia Akins	3PS - Sent	07/01/2024
EHS01/EHS02	Kerisotellia Akins	3PS - Sent	07/12/2023
EHS01/ASHWA	Kerisotellia Akins	3PS - Sent	09/05/2023
EHS01/EHS02	Kerisotellia Akins	3PS - Sent	09/12/2022
EHS01/EHS02	Kerisotellia Akins	3PS - Sent	06/14/2022
EHS01/ASHWA	Kerisotellia Akins	3PS - Sent	01/31/2023
EHS01/ASHWA	Kerisotellia Akins	3PS - Sent	10/17/2022
EHS01/ASHWA	Kerisotellia Akins	3PS - Sent	07/21/2022
EHS01/EHS02	Kerisotellia Akins	3PS - Sent	03/24/2022

EHS01/EHS02	Kerisotellia Akins	3PS - Sent	07/30/2021
EHS01/EHS02	Kerisotellia Akins	3PS - Sent	07/30/2021
EHS01/EHS02	Kerisotellia Akins	3PS - Sent	07/27/2021
EHS01/EHS02	Kerisotellia Akins	3PS - Sent	07/26/2021
EHS01/EHS02	Curtis Alcante	3PS - Sent	06/05/2023
EHS01/EHS02	Kerisotellia Akins	3PS - Sent	04/21/2021
EHS01/EHS02	Sean Whittle	3PS - Sent	03/26/2021
EHS01/EHS02	Kerisotellia Akins	3PS - Sent	02/25/2021
EHS01/EHS02	Kerisotellia Akins	3PS - Sent	08/26/2020
EHS01/EHS02	Kerisotellia Akins	3PS - Sent	08/26/2020
EHS01/EHS02	Kerisotellia Akins	3PS - Sent	08/26/2020
EHS01/EHS02	Kerisotellia Akins	3PS - Sent	06/29/2020