COMPLIANCE OFFICE
PURCHASING

Compliance Office | Purchasing
248-858-0511 | purchasing@oakgov.com

Buyer: RLB **CONTRACT NUMBER: 004940** **Event # 003359**

CONTRACT between the **COUNTY OF OAKLAND** and **CONTRACTOR**

Not To Exceed Amount: $46,140.38	Effective Date: 11/1/2016	Expiration Date: 10/31/2021
Contract Description:	Cloud Computing - P	

Contractor Information:	Contract Administrator (If Different):
Strategic Communications LLC 310 Evergreen Road, Suite 100 Louisville, KY 40243 **Vendor No:** 19654	
Compliance Office Purchasing Information:	**Contract Administrator Oakland County Using Department:**
Buyer: Richard Brower Oakland County 2100 Pontiac Lake Rd Bldg 41W Waterford, MI 48328-0462 248-858-0511 purchasing@oakgov.com	Edwin Poisson 1200 North Telegraph Road County Service Center - Pontiac Waterford MI 48341

The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:

SIGN: *Kathy Mills*
Kathy Mills (Nov 18, 2016)

FOR THE COUNTY:

SIGN: *Edwin Poisson*
Edwin Poisson (Nov 18, 2016)
Contract Administrator

Scott N. Guzzy
Scott N. Guzzy (Nov 20, 2016)
Pamela L. Weipert, CPA, CIA, Compliance Officer
or
Scott N. Guzzy, CPPO, MBA, Purchasing Admin

aec

Rev 06/02/2016

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1.   CONTRACT PURPOSE

SECTION 2.   CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 3.   CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 4.   TEMPORARY SUSPENSION

SECTION 5.   SCOPE OF CONTRACTOR'S SERVICES

SECTION 6.   COUNTY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES

SECTION 7.   PROPRIETARY RIGHTS

SECTION 8.   CONTRACTOR'S WARRANTIES AND DISCLAIMERS

SECTION 9.   CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 10.   INTELLECTUAL PROPERTY

SECTION 11.   GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§1.   **CONTRACT PURPOSE**

1.1.   After a competitive bidding and selection process by County, Contractor was chosen to provide services, described more fully in the Scope of Services Exhibits, to County. Contractor desires to extend the terms and conditions in this Contract to a PPB, to enable it to make purchases from Contractor according to the terms herein. A model Agreement to be used by PPBs is provided in Exhibit X. Contractor may negotiate customized terms with the PPB at its own discretion. Contractor is under no obligation to provide services described in this Contract to a PPB if the Parties are not able to agree on customized terms.

1.2.   County shall not be a party to a contract between Contractor and a PPB. County shall not have any liability, of any sort, for any harm or action that may arise from purchases made by any PPB pursuant to the terms of this Contract.

1.3.   PPBs must deal directly with Contractor for any transactions such as purchases, invoices, price questions, disputes, etc. that relate to their individual agreement with Contractor. Contractor must respond timely to PPB inquiries. Failure to do so may result in County removing the Contract and Contractor's Information from the G2G MarketPlace Website.

1.4.   County shall place this Contract and any amendments to it, on its G2G MarketPlace Website. County will provide the following information on its G2G MarketPlace website:

1.4.1.   Identify Contractor on its G2G MarketPlace Website, this Contract and amendments, if applicable, and a summary of the services.

1.4.2.   State that the Contract was the result of a competitive bidding process.

1.4.3.   Provide Contractor's phone and email address for inquiries.

1.4.4.   Acknowledge that County and the PPB will receive a benefit from purchases subject to this Contract.

1.4.5.   Provide a County contact to answer questions concerning the expiration date of the Contract, the procedure for purchasing off the Contract, and the competitive bidding process followed by County.

1.5.   Contractor shall provide the following information to County and shall update the information timely whenever changes occur.

1.5.1.   Description of Contractor's services and products, contact information, and training opportunities for County to place on the G2G MarketPlace Website.

1.5.2.   Every four months a "Contract Usage Statement" which means the names, Scope of Services selected, quantities purchased, and dollar amount of each

agreement signed by a PPB using this Contract. Contractor may provide the dollar amount of an agreement only if a PPB will not permit disclosure of the other items.

1.5.3. The names of two representatives to act as a primary and secondary point of contact to provide County with the Contract Usage Statements and other information required in this Contract.

1.6. In recognition of the benefits to Contractor for County providing information to PPBs and potential participants, and the costs savings to Contractor for having this information available, Contractor shall provide County and PPBs the price reductions described in a later section.

§2. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, nominative or possessive, and/or either with or without quotation marks, shall be defined and interpreted as follows:

2.1. "Acceptable Use Policy" means the policy currently adopted by Contractor and provided to County or as otherwise set forth in Exhibit IV, as it may be updated by Contractor from time to time.

2.2. "Additional Users" mean the other municipalities or governmental entities within the United States to whom the County may provide the Services.

2.3. "Annual Uptime Percentage" is the percentage that is calculated by subtracting from 100% the percentage of five (5) minute periods during the Service Year (as defined below) in which Amazon EC2 was in the state of "Region Unavailable" (as defined below). If the County has been using Amazon EC2 for less than 365 days, the County's Service Year is still the preceding 365 days but any days prior to the County's use of the service will be deemed to have had 100% Region Availability. Annual Uptime Percentage does not include any downtime occurring prior to a successful Service Credit claim.

2.4. "Confidential Information" means all nonpublic information disclosed by either Party, their affiliates, business partners or respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to either Party's or either Party's affiliates or business partners' technology, intellectual property, customers, business plans, promotional and marketing activities, finances and other business affairs; and (b) third-party information that either Party is obligated to keep confidential. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Contract; (ii) is known, as evidenced by documentation, to the receiving Party without restriction prior to its disclosure by the disclosing Party; (iii) is received from a third party who did not acquire or disclose

the same by a wrongful or tortuous act; (iv) can be shown by documentation to have been independently developed by either Party without reference to the Confidential Information; or (vi) is approved for release in writing by the Disclosing Party. Confidential information also includes all information that the County is required or permitted by law to keep confidential pursuant to the Michigan Freedom of Information Act or similar statute.

2.5. "Content" means software (including machine images), data, text, audio, video, images, or other content.

2.6. "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons' successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

2.7. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the County, or for which the County may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

2.8. "Contract Documents" This Contract includes and fully incorporates herein all of the following documents:

2.8.1.   Exhibit I: Contractor Insurance Requirements.

2.8.2.   Exhibit II: Scope of Contractor's Services.

2.8.3.   Exhibit III: Catalogue of Products and Services.

2.8.4.   Exhibit IV: Contractor's Acceptable Use Policy.

2.8.5.   Exhibit V: Business Associate Agreement (Health Insurance Portability and Accountability Act)

2.8.6.   Exhibit VI: License for Use of County Servicemark

2.8.7.   Exhibit VII: PPB Model Agreement

2.9. "County" means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and "County Agent" as defined below.

2.10. "County Agent" means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person acts or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "County Agent" shall also include any person who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.

2.11. "County Content" means Content the County, any End User, or any Additional User (a) runs on the Services, (b) causes to interface with the Services, or (c) uploads to the Services under County's account or otherwise transfers, processes, provides or stores in connection with County account. County Content does not include Content added to an Additional User's account under a separate agreement with Contractor. Such Content is subject to the terms and conditions of the separate agreement between the Additional User and the Contractor.

2.12. "County Submissions" means Content that County posts or otherwise submits to developer forums, sample code repositories, public data repositories, or similar community-focused areas of the Services.

2.13. "Day" means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.

2.14. "Documentation" means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Services, as such documentation may be updated by Contractor from time to time.

2.15. "Dormant Account" means the account created by Contractor at the commencement of the Services, which is inactive for the duration of the Term, unless and until this Contract is terminated and the County selects to activate the Account pursuant to Section 2.6.

2.16. "Eligible Credit Period" is a single month, and refers to the monthly billing cycle in which the most recent Region Unavailable event included in the County's claim for Service Credits occurred.

2.17. "End User" means any individual or entity that directly, or indirectly through an Additional User: (a) accesses or uses County Content; or (b) otherwise accesses or uses the Services under County account.

2.18. "Error Rate" means (i) the total number of internal server errors returned by Amazon S3 as error status "Internal Error" or "Service Unavailable" divided by (ii) the total number of requests during that five (5) minute period. Contractor calculates the Error Rate for

each Amazon S3 account as a percentage for each five (5) minute period in the monthly billing cycle. See Section 7.2.

2.19. "E-Verify" is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their new hired employees. For more information and to register visit https://e-verify.uscis.gov/enroll/.

2.20. **"G2G MarketPlace Website"** means an Internet site used by County to provide information to PPBs about businesses providing services to County and agreements used by County and available to PPBs to procure services.

2.21. "Intellectual Property" means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright or patent, trade secrets, or Proprietary Information.

2.22. "**Iran-Linked Business**" is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.

2.23. "Monthly Uptime Percentage" is calculated by subtracting from 100% the average of the Error Rates from each five minute period in the monthly billing cycle.

2.24. **"PPB"** which stands for Participating Public Body, means an entity created by state or Federal law which is primarily funded by or through a governmental authority and which registers to access County's G2G MarketPlace Website.

2.25. "Proprietary Information" means ideas, concepts, inventions, and processes related to the development and operation of computer software and systems such as source code, object code, security procedures, and passwords.

2.26. "Region Unavailable" and "Region Unavailability" mean that more than one Availability Zone in which the County is running an instance, within the same Region, is Unavailable (as defined in Section 1.31 below).

2.27. "Service" means each of the services made available by Contractor, as those services are described in Exhibit II.

2.28. "Service Credit" is a dollar credit, calculated as set forth in Section 7 of this Contract that Contractor may credit back to the County's eligible EC2, S3 or Managed Services Account.

2.29. "Service Year" means the preceding 365 days from the date of a claim for Service Credits, as described in Section 7 of this Contract.

2.30. "Services" means the Services, the Content, and any other product or service provided under this Contract. Services do not include Third Party Content.

2.31. "Suggestions" means all suggested improvements to the Services that the County provides to Contractor.

2.32. "Term" means the term of this Contract described in Section 2.

2.33. "Third Party Content" means content made available to the County by any third party in conjunction with the Services.

2.34. "Unavailability" means that all of the County's running instances have no external connectivity during a five (5) minute period and the County is unable to launch replacement instances.

§3. **CONTRACT EFFECTIVE DATE AND TERMINATION**

3.1. The effective date of this Contract shall be as stated on the first page of this Contract, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract (the "Initial Term"). This Contract shall automatically be renewed beyond the Initial Term for additional one (1) year terms (each, a "Renewal Term") unless and until terminated by the County or Contractor in accordance with this Section. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless*:*

   3.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.

   3.1.2. Any and all Contractor Certificates of Insurance and any other conditions precedent to the Contract have been submitted and accepted by the County.

   3.1.3. This Contract is signed by an authorized agent of the Oakland County Purchasing Division, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.

3.2. **Stop-Work Order**

   3.2.1. The County may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the Parties may agree. The order shall be specifically identified as a stop-work order issued under this Section 2.2. Upon receipt of the order, Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the County shall either: (i) cancel the stop-work order; or (ii) terminate the work covered by the order as provided in this Contract.

   3.2.2. If a stop-work order issued under this Section 2.2 is canceled or the period of the order or any extension thereof expires, Contractor may resume work. The County shall make an equitable adjustment in the delivery schedule or contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (i) the stop-work order results in an increase in the time required for, or in the

Contractor's cost properly allocable to, the performance of any part of this contract; and (ii) the Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if County decides the facts justify the action, County may receive and act upon the claim submitted at any time before final payment pursuant to this Contract.

3.2.3. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the County, the County shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

3.2.4. If a stop-work order is not canceled and the work covered by the order is terminated for default, County shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

3.3. Termination for Convenience

3.3.1. The County may terminate and/or cancel this Contract (or any part thereof) or reduce the scope, at any time during the term, any renewal term, or any extension of this Contract, upon ninety (90) days written notice to the Contractor, for any reason, including convenience, without incurring obligation or penalty of any kind. Notwithstanding anything in this Section 2.3.1., if the County is being reimbursed for any cost or expenses incurred under this Contract by any third party, including any Federal, State, or local governmental agency, and any such third party funding is terminated, the County may terminate, end, or cancel this Contract immediately upon written notice to the Contractor. The effective date for termination or cancellation shall be clearly stated in the written notice. If the County terminates this Contract, any Additional Users' access to and use of the Services will also terminate unless such Additional User enters into a separate Contract with Contractor.

3.3.2. The County's sole obligation in the event of termination is for payment for actual services rendered by the Contractor before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.

3.3.3. Under no circumstances shall the County be obligated to pay the Contractor for any Services rendered or Goods delivered which have not been invoiced, as required herein, within sixty (60) days of the date such Goods were actually delivered to the County or Services were actually rendered pursuant to this Contract.

3.4. **Termination for Cause**

3.4.1. By Either Party. Either Party may terminate this Contract for cause upon 30 days prior written notice to the other Party if there is any material default or breach of this Contract by the other Party, unless the defaulting party has cured the material default or breach within the 30 day notice period.

3.4.2. By Contractor. Contractor may also terminate this Contract immediately upon notice to the County: (A) for cause, if any act or omission by the County, its End Users or an Additional User results in a suspension described in Section 3 below, and the cause of the suspension is not cured within the 30 day period, (B) if Contractor's relationship with a third party partner who provides software or other technology expires, terminates or requires Contractor to change the way Contractor provides the software or other technology as part of the Services, (C) if Contractor believes providing the Services could create a substantial economic or technical burden or material security risk for Contractor, (D) in order to comply with the law or requests of governmental entities, or (E) if Contractor determines use of the Services by the County or Contractor's provision of the Services to the County, to any End Users or Additional Users has become impractical or unfeasible for any legal or regulatory reason.

3.4.3. If a court order, temporary injunction or other legal action or process requires Contractor to suspend or halt performance of its operations on behalf of the County, this shall constitute a termination for cause. The Contractor shall immediately notify the County and use every means to restore the County's access to its Content, including, but not limited to, implementing the procedures set forth in Section 2.6, Post Termination Assistance.

3.5. **Effect of Termination.** Upon termination of this Contract:

3.5.1. All County and Additional Users' Rights under this Contract immediately terminate; however, notwithstanding anything in this Section 2.5 to the contrary and regardless of the reason for termination, Contractor will deliver all of the County Content to the County in a mutually agreed upon and reasonable electronic format within 30 days following the termination of the Contract, in accordance with Section 2.6 below.

3.5.2. The County remains responsible for all fees and charges the County has incurred through the date of termination, and all commercially reasonable fees and charges for tasks completed after the date of termination, including, without limitation, those related to the electronic transfer of the County Content to the County;

3.5.3. The County will immediately return or, if instructed by Contractor, destroy all Contractor Content in the County's possession; and Sections 1, 2.5, 3.5, 4.16, 5.3, 6 (except for the license in Section 6.4), 8.3, 9.1, 9.2.2., 10.3, 10.4, 10.8, 10.11,

10.18, 10.23, 10.25, 10.26, 10.27, 10.28. will survive and continue to apply in accordance with their terms beyond the termination or cancellation of this

3.6. **Post-Termination Assistance**. During the 30 days following termination:

3.6.1. Contractor shall not erase any of the County Content as a result of the termination but shall have no rights to access or use County Content for any purpose other than to return the Content to County;

3.6.2. Contractor shall promptly transfer the County Content, EC2 ("Elastic Compute") Instances, and any top-level credentials, or other necessary multi-factor authentication information to one of the following locations, as determined by the County and at the County's discretion: (a) the County's Dormant Account; (b) another Amazon Web Services Provider; or (c) the County's data center facilities.

3.6.3. The County shall obtain any required third party software licenses to support its environment. Contractor will reasonably cooperate with the County to facilitate the County's ability to acquire those third-party licenses.

3.6.4. Any additional post-termination assistance from Contractor is subject to mutual agreement by the County and Contractor.

§4. TEMPORARY SUSPENSION

4.1. **The County**. Contractor may temporarily suspend the County's right to access or use any portion or all of the Services immediately upon notice to County if Contractor determines:

4.1.1. The County's use of or registration for the Services (i) poses a security risk to the Services or any third party, (ii) may adversely impact the Services or any third party, (iii) may adversely impact the Services or the systems or Content of any other customer, (iv) may subject Contractor, Contractor's affiliates, or any third party to liability, or (v) may be fraudulent;

4.1.2. The County is in breach of this Contract, including if the County is delinquent on the County's Payment Obligations for more than 15 days; or

4.1.3. The County has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Client assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

4.2. **Additional Users**. Contractor may temporarily suspend an Additional User's right to access or use any portion or all of the Services immediately upon notice to County if Contractor determines:

4.2.1. The Additional User's use of or registration for the Services (i) poses a security risk to the Services or any third party, (ii) may adversely impact the Services or any third party, (iii) may adversely impact the Services or the systems or Content of any other customer, (iv) may subject Contractor, Contractor's affiliates, or any third party to liability, or (v) may be fraudulent.

4.2.2. The County is delinquent on the County's Payment Obligations for more than 15 days.

4.2.3. If an Additional User fails to fulfill any separate payment obligations it may have to Contractor based on an agreement with Contractor for certain services for its sole use, Contractor may suspend the Additional User but shall not suspend the County or Additional Users obtaining Services under County's Contract.

4.3.   Effect of Contractor Suspension by Contractor. If Contractor temporarily suspends all or part of the County's right to access any portion or all of the Services:

4.3.1. Contractor shall advise the County of any such suspensions at least monthly.

4.3.2. The County remains responsible for any applicable fees and charges for any Services to which the County continues to have access, or to which it provides an Additional User access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension;

4.3.3. The County will not be entitled to any Service or a portion of the Service which has been suspended until the suspension is ended. An Additional User will not be entitled to any Service or portion of the Service which has been suspended until the County's suspension is ended or the Additional User enters into a separate Agreement with Contractor and assumes all responsibility, including the payment of fees applicable to its use of the Services provided by Contractor.

4.3.4. Contractor will not erase any of the County's Content, as a result of any suspension. The Contractor acknowledges that the County is a governmental entity subject to statutory record retention requirements that cannot be abrogated or modified by contract.

4.3.5. Contractor's right to suspend the County's use of the Services is in addition to Contractor's right to terminate this Contract pursuant to Section 2.

4.3.6. A temporary suspension under this Section 3 will not result in an immediate termination for cause, as provided in Section 2.4.3. of this Contract. The County shall have thirty days to resolve the issue which caused the Contractor to temporarily suspend Services to County.

4.4.   Effect of Suspension of an Additional User by Contractor. If Contractor temporarily suspends all or part of an Additional User's right to access any portion or all of the Services:

4.4.1. County shall have thirty days to work with any Additional User to resolve the issue which caused the Contractor to temporarily suspend services to the Additional User. Thereafter, if the issue with the Additional User remains unresolved, County shall terminate the intergovernmental agreement or the portion or exhibit of the intergovernmental agreement relating to these services with the Additional User and notify Contractor that Additional User is no longer allowed access to Services through the County's account. Contractor shall limit

suspension to the specific governmental unit or entity which meets the criteria for suspension set forth above, and will use commercially reasonable efforts to permit the remaining entities to access the Services.

4.5. **County Right to Suspend Services**. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.

§5. SCOPE OF CONTRACTOR'S SERVICES

5.1. **Generally**. The County may access and use the Services in accordance with this Contract. The County will adhere to all laws, rules and regulations applicable to the County's use of the Services, including any Service Terms, and the Acceptable Use Policy, as defined in Section 1. The Contractor shall perform all services identified and itemized in Exhibit II: "Scope of Contractor's Services" which is attached hereto and incorporated and made part of this Contract. A catalogue of all available products and services, some of which will be used in the deployment of the Services is attached hereto as Exhibit III and incorporated and made part of this Contract.

5.2. **County Account**. To access the Services, Contractor will create an account associated with its Services for the County. The County is responsible for all activities undertaken by the County under the County's account. Except to the extent caused by Contractor's breach of this Contract, Contractor is not responsible for unauthorized access to the County's account. The County will contact Contractor immediately if the County believes an unauthorized third party may be using the County's account or if the County account information is lost or stolen. County may terminate County's account and this Contract in accordance with Section 2.

5.3. **Additional Users**. The County may provide for the Services to be made available to Additional Users through Contractor and with Contractor's written consent, subject to Contractor's pricing of such Additional Users of the Services. The Parties understand that adding such Additional Users will be based on a new deployment of the basic Services and customized Services provided by Contractor to each such Additional User. Any such Additional User will be reflected on an amendment to this Contract specific to that Additional User. The County shall execute a separate intergovernmental or amend an existing intergovernmental agreement with each such Additional User that is consistent with the terms and conditions of this Contract requiring that each such Additional User shall be responsible for all activities undertaken under its deployment of the Services.

5.4. An Additional User may enter into a separate Contract with Contractor for Services which Additional User intends for its sole and exclusive use. The terms and conditions

of any such Contract shall be solely between the Additional User and Contractor and shall not confer any additional benefit upon or create any additional liability or obligation for County or Additional Users when obtaining or using Services provided through the County under the terms of this Contract.

5.5.   **Storage**. Contractor shall provide storage for the County Content as specified in Exhibit II.

5.6.   **Availability of the County Content**. County Content shall be available to the County and any Additional User in accordance with Contractor's customary operations and as set forth in Section 7 of this Contract. Contractor will, from time to time and upon the County or an Additional User's request, migrate images of Amazon EC2 instances to the County or an Additional User's standard virtual machine in an industry standard format. The County or the Additional User shall determine the desired location for the transferred images. To minimize server downtime during peak usage periods, Contractor will ensure that all scheduled maintenance of its systems will be performed at appropriate off-peak intervals.

5.7.   **County Content Control**. The County shall have sole control over County Content, and any Additional User shall have sole control over its Content contained within the County's Content. Except with the County's prior written consent, Contractor shall not access, view, supplement, modify or alter any of the County Content that has been provided by the County or by any Additional User to Contractor. Further information pertaining to the County's access controls is contained in Exhibit II of this Contract. Nothing in this Contract will serve as a transfer or assignment of any rights in the County Content to Contractor.

5.8.   **County Content Backup Server**. Contractor shall backup the County Content as specified on Exhibit II.

5.9.   **Response Time**. The mean response time for server response to the County or any Additional User's access to County Content shall not exceed ten (10) seconds during any one (1) hour period.

5.10. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to the County by other companies or individuals under separate terms and conditions, including separate fees and charges. Because Contractor may not have tested or screened the Third Party Content, the County's use of any Third Party Content is at the County's sole risk.

5.11. **Changes to the Services.** Contractor may change, discontinue, or deprecate any of the Services (including the Services as a whole) or change or remove features or functionality of the Services from time to time. Contractor will notify the County of any material change to or discontinuation of the Services at least 60 days prior thereto, if reasonably possible. The Parties will evaluate and may renegotiate fees if Contractor makes changes to the Services pursuant to this Section 4.12.

5.12. **Changes to the Application Program Interfaces**. Contractor may change, discontinue or deprecate any application program interface for the Services from time to time but will use commercially reasonable efforts to continue supporting the previous version of any application program interface changed, discontinued, or deprecated for 12 months after the change, discontinuation, or deprecation, except if doing so (a) would pose a security or intellectual property issue; (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. Contractor will notify the County of any change, discontinuance or deprecation to any application program interface at least 60 days prior thereto, if reasonably possible. The Parties will evaluate and may renegotiate fees if Contractor makes changes to the Service pursuant to this Section 4.13.

5.13. **Security and Monitoring**. Without limiting the Disclaimers set forth in Section 8.3, Contractor will implement reasonable and appropriate measures designed to secure and monitor County Content against accidental or unlawful loss, access, or disclosure, including those measures specified in Exhibit II. County may identify Content [e.g., medical records subject to HIPAA (the Health Insurance Portability and Accountability Act) and PCI DSS (Payment Card Industry Data Security Standards)] that it reasonably believes requires other or additional security measures. Contractor will take reasonable steps to implement additional security for that Content for an additional fee.

5.14. As soon as Contractor becomes aware of a security breach involving County Content or Content of Additional Users, Contractor will notify County of the security breach and provide information that is necessary to perform any user notification that the County considers necessary or that is required in the interests of the public.

5.15. **County Responsibilities for County Content**. The County is solely responsible for the development, content, operation, maintenance, and use of County Content. For example, the County is solely responsible for the following: (a) this Contract is signed by a Contractor Employee, legally authorized to bind the Contractor; (b) the technical operation of County Content, including ensuring that any Services are compatible with then-current application program interfaces for that Service; (c) Compliance of County Content with Contractor's Acceptable Use Policy and the law; (d) any claims relating to County Content; and (d) Properly handling and processing notices sent to the County (or the County's Agents) by any person claiming that County Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

5.16. **Other Security and Backup**. Contractor shall maintain any other appropriate security, protection and backup of County Content for the duration of the Contract, as further specified in Exhibit II.

5.17. **End User and Additional User Violations**. County will inform its End Users and any Additional User of their obligation to comply with Contractor's Acceptable Use Policy. The County will ensure that the terms of the County's intergovernmental agreement with each Additional User or any exhibit to an intergovernmental agreement with an

Additional User that governs use of Contractor's Services are consistent with this Contract. If the County becomes aware of any violation of the County's obligations under this Contract by an Additional User or an End User, the County will immediately suspend such Additional User or End User's access to County Content and Services. The County's right to suspend an Additional User or an End User from use of the Services is in addition to the Contractor's right to temporary suspension, as provided in Section 3 of this Contract, or to terminate, as provided in Section 2.

5.18. **Additional User and End User Support**. The County is responsible for providing customer service (if any) to Additional Users and End Users. The County will not provide customer service and end user support to Additional Users or End Users who have a separate agreement for Services not included herein. Contractor does not provide support or services to Additional Users or End Users unless otherwise provided in Exhibit II.

5.19. **Additional Hardware and Software as a Service**. The County may purchase other services, including access to software or hardware from Contractor during the term of this Contract and during any renewal. Contractor will provide pricing for any such services at that time. The County's Purchasing department maintains a price list for professional services, maintenance and support and these prices shall remain in effect for 365 days from execution of this Contract. A catalogue of available products and services is provided in Exhibit III. Contractor shall hold all licenses for software offered in Exhibit III and be responsible for fulfilling all terms and conditions set forth in them. Contractor may update the Catalogue of Products and Services no more than once each quarter.

§6. **COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES**

6.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be:

6.1.1. Upon deployment of the Services, but prior to any customization as described in Exhibit II, Contractor shall invoice the County for the initial set-up fee of $55,000.00. Thereafter, Contractor will calculate and bill fees and recurring charges monthly. No more than once a month, the Contractor shall submit an invoice to the County which shall itemize all amounts due and/or owing by the County under this Contract, as the date of the invoice. The invoices shall be submitted in the form requested by the County. The County shall have no obligation to make payment until a proper invoice of service is submitted. The County reserves the right to make partial payments on account of the amount due the Contractor as the work progresses. The County will pay Contractor the initial set-up fee and applicable fees and recurring monthly charges for the Services, as described in Exhibit II.

6.1.2. In no event, shall the County's amount due and owing the Contractor for any

and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT", the Contractor shall provide the County with notice of this contingency at least fifteen (15) Days before this event.

6.2.   All undisputed amounts payable under this Contract will be made without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new service or new feature of a Service will be effective when Contractor provides the County with notice of updated fees and charges, unless Contractor expressly states otherwise in the notice. Contractor may increase fees and charges for any existing Services in the event of any material increase to Contractor of the cost or expense of a portion of the Services by giving the County at least sixty (60) days advance notice. All fees and charges must be paid within thirty (30) days of the date of the invoice for any fees and charges.

6.3.   All fees and charges payable by the County are exclusive of applicable taxes and duties, including VAT and applicable sales tax. If the County is legally entitled to an exemption from any sales, use, or similar transaction tax, the County is responsible for providing Contractor with legally sufficient tax exemption certificates for each taxing jurisdiction. Contractor will apply the tax exemption certificates to charges under the County's account occurring after the date Contractor receives the tax exemption certificates. If any deduction or withholding is required by law, the County will notify Contractor and will pay Contractor any additional amounts necessary to ensure that the net amount that Contractor receives, after any deduction and withholding, equals the amount Contractor would have received if no deduction or withholding had been required. Additionally, the County will provide Contractor with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

6.4.   This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.

6.5.   **County's G2G MarketPlace Administration**. In consideration of County's costs to provide the G2G MarketPlace, Contractor agrees to provide County withthe following credit: based on the aggregate Amazon Web Services (AWS) spend at the end of the month for all PPB's, Contrator will apply a credit based on the table below to County's invoice from Contractor.

The tier credit increases as a PPB's account spend increases per the table below and caps at 7%
Credit's must be applied to the month's invoice in which they were accrued
In the event, PPB credits exceed County's AWS service spend, credit can only be applied to additional AWS services.

PBB Account Spend	Tier Credit %	Oakland Credit
$ 1,000.00	3%	$ 30.00
$ 2,000.00	3%	$ 60.00
$ 3,000.00	3%	$ 90.00
$ 4,000.00	3%	$ 120.00
$ 5,000.00	4%	$ 200.00
$ 6,000.00	4%	$ 240.00
$ 7,000.00	4%	$ 280.00
$ 8,000.00	4%	$ 320.00
$ 9,000.00	4%	$ 360.00
$ 10,000.00	5%	$ 500.00
$ 11,000.00	5%	$ 550.00
$ 12,000.00	5%	$ 600.00
$ 13,000.00	5%	$ 650.00
$ 14,000.00	5%	$ 700.00
$ 15,000.00	6%	$ 900.00
$ 16,000.00	6%	$ 960.00
$ 17,000.00	6%	$ 1,020.00
$ 18,000.00	6%	$ 1,080.00
$ 19,000.00	6%	$ 1,140.00
$ >20,000.00	7%	$ 1,400.00

§7.   PROPRIETARY RIGHTS

7.1.   **County Content.** As between the County and Contractor, County or County's licensors own all right, title, and interest in and to County Content. Except as provided in this Section 6, Contractor obtains no rights under this Contract from the County or the County's licensors to County Content, including any related intellectual property rights. The County consents to Contractor's use of the County Content to provide the Services to the County and to any Additional or End Users. Contractor may disclose County Content to provide the Services to the County or to any End Users or Additional Users. If Contractor receives a demand for County Content (including subpoenas or other legal process), Contractor will provide the County with prompt notice of each such request and reasonably cooperate with the County in any effort to obtain a protective order or otherwise contest such required disclosure of County Content, at the County's expense. If Contractor is ultimately legally compelled or required to disclose such County Content, Contractor shall notify the County of such disclosure.

7.2.   **County Submissions**. County submissions will be governed by the terms of the applicable license, unless the County specifies one of Contractor's supported licenses at

the time of the County Submission. Contractor supported licenses that County will use are set forth in Exhibit II. Parties will review and update this list at least annually.

7.3. **Adequate Rights**. The County represents and warrants to Contractor that: (a) County or County licensors own all right, title, and interest in and to County Content and County Submissions; (b) the County has all rights in County Content and County Submissions necessary to grant the rights contemplated by this Contract; (c) County will use reasonable efforts to ensure that it will act promptly to correct any violations of Contractor policies related to County Content, or County Submissions, or use of County Content or Submissions that it becomes aware of; and (d) it will advise Additional Users of their obligation to comply with the policies of Contractor and act promptly to require Additional User to correct violations of Contractor policies or suspend the Additional User's access to County's account until the violations are corrected.

7.4. **Services License**. As between County and Contractor, Contractor or Contractor's affiliates or licensors own and reserve all right, title and interest in and to the Services. Contractor grants the County a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to do the following during the term: (i) access and use the Services solely in accordance with this Contract; and (ii) copy and use the Services solely in connection with County permitted uses of the Services. Except as provided in this Section 6.4, County obtains no rights under this Contract from Contractor or Contractor's licensors to the Services, including any related intellectual property rights. Some Services may be provided to the County under a separate license or open source license. In the event of a conflict between this Contract and any separate license, the separate license will prevail with respect to that Service.

7.5. **License Restrictions**. Neither the County, nor any Additional User may use the Services in any manner or for any purpose other than as expressly permitted in this Contract. Neither County nor any Additional User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services (except to the extent software included in the Services are provided to the County under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble or decompile the Services or apply any other process or procedure to derive the source code of any software included in the Services, (c) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Services (except as otherwise provided in this Contract). All licenses granted to the County in this Contract are conditional on the County's continued compliance with this Contract, and will immediately and automatically terminate if the County does not comply with any term or condition of this Contract. During and after the Term, the County will not assert, nor will the County authorize, assist, or encourage any third party to assert, against Contractor or any of Contractor's affiliates, customers, vendors, business partners, or licensors, any patent infringement claim regarding any Services the County has used.

7.6. **Suggestions**. If the County provides any Suggestions to Contractor or Contractor's affiliates regarding the Services, Contractor may use the Suggestions without restriction or fee, even if the County has designated the Suggestions as Confidential.

§8. CONTRACTOR'S WARRANTIES AND DISCLAIMERS

8.1. Contractor certifies that all statements, assurances, records, and materials submitted to County in connection with securing this Contract have been truthful, complete and accurate in all respects. Contractor agrees and understands that any material false statement, representation or omission made in connection with its seeking or obtaining this Contract may be grounds for canceling or terminating this Contract and/or debarring the Contractor from future County contracts. The County's right to cancel this Contract as provided herein shall be in addition to any other rights the County has to terminate or cancel this Contract.

8.2. **Service Warranties**. Contractor warrants that it has the necessary facilities, equipment, software, and qualified personnel available to perform its obligations under this Contract. All services provided under this Contract will be carried out and completed with due skill and care and to the best industry standards by qualified personnel trained and skilled in the performance of the specific services involved, in a proper and workmanlike manner and using materials suitable for the purpose. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

8.3. **Disclaimers**. THE SERVICES ARE PROVIDED "AS IS." EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN SECTION 8.2, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Contractor does not warrant that the Services or the third party content will be uninterrupted, error free or free of harmful components, or that any County Content will be secure or not otherwise lost or damaged.

8.4. **Business and Professional Licenses**. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.

8.5. **Equipment and Supplies.** The Contractor is responsible for providing equipment and supplies not expressly required to be provided by the County herein.

8.6. **Taxes**. The Contractor shall pay its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.

8.7. **Contractor's Incidental Expenses**. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses

incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

8.8. **E-Verify**.

    8.8.1. In accordance with Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp. 37-38), unless otherwise exempted, all service Contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or conditions is considered a material breach of this Contract.

    8.8.2. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.

8.9. **Contractor Employees**.

    8.9.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.

    8.9.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.

    8.9.3. All Contractor Employees shall wear and display appropriate County-provided identification at all times while working on County premises. Contractor shall return all County provided identification upon completion of the last day of services provided under this Contract.

    8.9.4. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County.

    8.9.5. All newly hired Contractor Employees, unless otherwise excluded under Misc. Resolution No. 09116 must undergo employment eligibility verification

through the E-Verify system. Failure to verify newly hired employees is a material breach of this Contract.

8.10. **Contractor Employee-Related Expense**s. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employee related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

8.11. **Full Knowledge of Service Expectations and Attendant Circumstances**. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all County requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.

8.12. **The Contractor's Relationship To The County Is That Of An Independent Contractor**. Nothing in this Contract is intended to establish an employer-employee relationship between the County and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the County.

8.13. **Compliance with County Security Policies and Use Policies**. Contractor shall require all Contractor Employees to comply with the County's security and acceptable use policies for County property (tangible and intangible), equipment, resources, facilities, and systems. Upon request, the County shall provide such policies to Contractor.

8.14. **Response to Legal Request for County Data**. If County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.

§9. **CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION**

9.1. **Indemnification**.

9.1.1. Contractor shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts,

performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

9.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the County for all claims asserted against the County and if the insurance company prevails, the Contractor shall indemnify the County for uncollectable accounts.

9.1.3. Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.

9.1.4. Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee.

9.2. Contractor Provided Insurance.

9.2.1. At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications indicated in Exhibit I.

9.2.2. **LIMITATION OF LIABILITY**. Neither Party, its affiliates or licensors, will be liable under this Contract for lost revenues or indirect, special, incidental, exemplary, or punitive damages, even if advised of the possibility of such damages. Further, neither Contractor nor any of its affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) inability to use the services, including as a result of any (i) termination or suspension of this Contract, (ii) without limiting any obligations under section 7 of this Contract, any unanticipated or unscheduled downtime as a result of power outages or other interruptions beyond the Contractor's reasonable control, including any force majeure event; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by the County in connection with this Contract or the County's use of or access to the services; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of the County's content or other data. In any case, Contractor and its affiliates' and licensors' aggregate liability under this Contract will be limited to the amount the County actually pays Contractor under this Contract for the service that gave rise to the claim during the 12 months preceding the Claim.

§10.   INTELLECTUAL PROPERTY

    10.1.   Contractor Use of County Licensed Software. In order for Contractor to perform this Contract, the County may permit Contractor or Contractor Employees to access certain Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available any such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.

    10.2.   Contractor License to Use County Servicemarks. If this Contract involves the use of County servicemarks to perform this Contract, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit VIII. Contractor shall only use the servicemarks as directed by the County.

§11.   GENERAL TERMS AND CONDITIONS

    11.1.   Access to County Facilities. While the Contractor retains the right to perform services at any time, the Contractor must obtain prior permission by the County for access to County facilities after the County's regular business hours.

    11.2.   Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

    11.3.   No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

    11.4.   Compliance with Laws. Contractor and the County shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract. In connection with this Contract, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, the County is solely responsible for compliance related to the manner in which the County chooses to use the Services, including County transfer and processing of County Content, the provision of County Content to End Users and Additional Users, and the region in which any of the foregoing occur.

11.5. **Permits and Licenses**. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.

11.6. **Discrimination**. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.

    11.6.1. Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.

    11.6.2. The County, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.

11.7. **Reservation of Rights**. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County.

11.8. **Force Majeure**. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, acts of terrorism, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature. Reasonable notice shall be given to the affected Party of any such event. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this Contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.

11.9. **Disaster Recovery Plans**. Upon implementation, Contractor shall provide County with its disaster recovery plans. Thereafter, Contractor shall provide updated information regarding its disaster recovery plans and redundancies to County and provide summaries describing the outcomes of disaster recovery tests at least annually.

11.10. **Conflict of Interest**. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or

perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.

11.11. **Parties' Use of Confidential Information**. The Parties may use Confidential Information only in connection with the use and provision of the Services as permitted under this Contract and will not otherwise use or disclose Confidential Information during the Term or any time following the Term except as required or permitted by law. Each Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures each Party takes to protect its own Confidential Information of a similar nature. Neither Party will misrepresent or embellish the relationship between Contractor and the County (including by expressing or implying that either Party supports, sponsors, endorses, or contributes to either Party's business endeavors). Nor will either Party express or imply any relationship or affiliation between Contractor and the County or any other person or entity except as expressly permitted by this Contract.

    11.11.1. Notwithstanding the foregoing and except for requests made pursuant to the Michigan Freedom of Information Act or similar statute, either Party may disclose Confidential Information if required by law, statute or other legal process; provided that the Party being asked to disclose (i) gives the other Party prompt written notice of an impending disclosure, (ii) provides reasonable assistance to the other in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

11.12. **Contractor Use of County Licensed Software**. In order for the Contractor to perform its services under this Contract, the County may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither the Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.

11.13. **Grant Compliance**. If any part of this Contract is supported or paid for with any state or federal funds granted to the County, the Contractor shall comply with all applicable grant requirements.

11.14. **Project Managers**. Each Party shall designate an employee or agent to act as a Project Manager. The Project Managers shall serve as a contact point for all matters related to the services to be performed under this Contract. The Contractor's Project Manager

shall coordinate with the County's Project Manager, the Contractor shall provide the name and qualifications of its Project Manager and an alternate.

11.15. **Contract Administrator**. Each Party may designate an employee or agent to act as Contract Administrator. The County's Contract Administrator shall be responsible for such activities as monitoring deliverables and funding addressing the quality of services provided by the Contractor, reviewing invoices and submitting requests to the County's procurement authority for any contract modification in accordance with Section 10.25 of this Contract.

11.16. **Dispute Resolution**. All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Managers and Contract Administrators for possible resolution. The Project Managers and Contract Administrators may promptly meet and confer in an effort to resolve such dispute. If the Project Managers cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Contract may meet promptly and confer in an effort to resolve such dispute.

11.17. **Access and Records**. Contractor will maintain accurate books and records in connection with the services provided under this Contract for thirty-six (36) months after end of this Contract, and provide the County with reasonable access to such book and records.

11.18. **Audit**. Contractor shall allow the County's Auditing Division, or an independent auditor hired by the County, to perform contract compliance audits with the authority to access all pertinent records and interview any Contractor Employee throughout the term of this Contract, and for a period of three years after final payment.

    10.18.1 Contractor shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the County within thirty (30) business days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report, and an action plan to resolve the audit findings. A copy of the Contractor's response will be included in the final report. Failure by the Contractor to respond in writing within 30 business days shall be deemed acceptance of the draft audit report, and will be noted in the final report.

11.19. **Technical Audit**. The County may, from time to time, above and beyond receipt of regular reports, metrics and program management status briefings, conduct a technical audit of Contractor at the County's expense. The County will provide Contractor with five (5) business days advance notice of such audits. On-site technical audits of Amazon data center locations are not permitted.

11.20. **Delegation/Subcontract/Assignment**. Neither Party shall delegate, assign, or sublicense any obligations or rights under this Contract without the prior written consent of the other. Any assignment or transfer in violation of this Section 10.20 shall be void.

11.20.1. The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.

11.20.2. Any approved assignment, delegation, or sublicense by the either Party, must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.

11.20.3. The Contractor shall remain primarily liable for all work performed by any subcontractors. The Contractor shall remain liable to the County for any obligations under the Contract not completely performed by any Contractor delegee or subcontractor.

11.20.4. Should a Subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.

11.20.5. This Contract cannot be sold.

11.20.6. In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.

11.21. **Non Exclusive Contract**. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the County may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the County.

11.22. **No Implied Waiver**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

11.23. **Severability**. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

11.24. **Captions**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.

11.25. **Notices**. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail. This Section 10.24 will survive termination or expiration of this Contract.

    11.25.1. If notice is sent to the Contractor, it shall be addressed to the address stated on the first page of this Contract.

    11.25.2. If notice is sent to the County, it shall be addressed to the Contract Administrator stated on the signature page of this Contract.

    11.25.3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

11.26. **Contract Modifications or Amendments**. Any modifications, amendments, rescissions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, rescission, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the Oakland County Board of Commissioners.

11.27. **Governing Laws/Consent to Jurisdiction and Venue**. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

11.28. **Entire Contract**. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The

language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. Contractor will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Contract (whether or not it would materially alter this Contract) and which is submitted by the County in any order, receipt, acceptance, confirmation, correspondence or other document. The County specifically objects to any change in terms and conditions which is different from or in addition to the provisions of this Contract (whether or not it would materially alter this Contract) and which is submitted by Contractor in any order, receipt, acceptance, confirmation, correspondence or other document.

11.29. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts and may be transmitted electronically or by facsimile. Each Counterpart shall be an original and all of them shall constitute but one and the same instrument.

EXHIBIT I

CONTRACTOR INSURANCE REQUIREMENTS

1. At all times during this Contract, including renewals or extensions, Contractor shall obtain and maintain insurance according to the following specifications:

    a. Commercial General Liability - with the following as minimum requirements:

    > **$3,000,000 – Each Occurrence (Total Limit)**
    > Occurrence Form Policy
    > Broad Form Property Damage
    > Premises/Operations
    > Independent Contractors
    > Products and Completed Operations
    > (Blanket) Broad Form Contractual
    > Personal Injury - Delete Contractual Exclusion
    > Additional Insured: The County of Oakland and County Agents (as defined in this Contract);

    b. Workers' Compensation - as required by law and $500,000 Employer's Liability;

    c. Automobile Liability and Property Damage - $1,000,000 each occurrence, including coverage for all owned, hired and non-owned vehicles including No Fault coverage as required by law;

    d. Professional Liability/Errors & Omissions Insurance (as applicable) - with minimum limits of $1,000,000 per claim and $1,000,000 dollars aggregate.

2. General Certificates of Insurance:

    a. All Certificates of Insurance shall contain evidence of the following conditions and/or clauses and shall be sent to: The County of Oakland and County Agents, Oakland County Purchasing Division, 2100 Pontiac Lake Road, Bldg 41W, Waterford, MI 48328-0462 or fax 248-858-1677.

    b. The County of Oakland and County Agents (as defined in this Contract) shall be named as "General Liability" Additional Insured with respect to work performed by the Contractor.

    c. All Certificates are to provide 30 days written notice of material change, cancellation, or non-renewal. Certificates of Insurance or insurance binders must be provided no less than ten (10) working days before commencement of work to the Oakland County Purchasing Division. Insurance carriers are subject to the approval of Oakland County.

EXHIBIT II

SCOPE OF CONTRACTOR'S SERVICES

1. **SCOPE**

   a) The prices, terms and conditions stated under this Scope of Work apply to initial and additional Professional Services and Cloud Services within the scope of this Contract.

   b) Additional Cloud Services available through this Contract are listed in Exhibit III.

   c) Contractor will provide services at the Contractor's facility and/or at locations identified by the County or an Additional User, as agreed to by the Parties.

   d) Review service order request from County and provide requirements and costs.

2. **COUNTY RESPONSIBILITIES**

   A. **ORDERING**

      i. County will use a blanket purchase order and individual purchase orders for ordering services under this Contract. Blanket Purchase Orders shall not extend beyond the end of the contract period unless agreed to by both Parties in writing; all services and delivery shall be made and the Contract terms and conditions shall continue in effect until the completion of the order.

      ii. County will send a service order containing detailed information, requirements and instructions to Contractor via email, after Contractor has reviewed the service order and sent County a quote with the costs and the requirements for obtaining the additional services, County will send a purchase order for the services it would like to receive..

   B. **INSPECTION OF SERVICES**

      i. Upon notification of service order completion by Contractor, County will inspect and verify compliance with order.

      ii. Following notice by Contractor that the service order has been completed, County shall have 30 days to review, test, and evaluate the work and inform the Contractor of its acceptance of the work as described in the Service Order, or conversely if the County reasonably believes that the work is not conforming to the service order, County will promptly notify Contractor and provide specific information about the deficiencies. Contractor shall have 7 days to fix, make repairs and bring the work into conformance. Notwithstanding the preceding sentence, if the non-conformance is the result of an incident that is beyond the Contractor's reasonable control, and, as result, Contractor cannot fix, make repairs or bring the work into conformance within 7 days, County will grant a reasonable extension of time.

iii. Oakland County will designate an email address for receiving notices and reports identified in this scope of services and other reports that the Parties agree upon and will be responsible for reviewing and monitoring reports.

3. CONTRACTOR RESPONSIBILITIES

A. DEPLOYMENT SERVICES

Contractor will provide deployment services including requirements validation, solution design, implementation, testing, acceptance and deployment. Deployment Service will be implemented as specified in service order.

a) Cloud Infrastructure Deployment

Cloud Infrastructure includes all the components necessary to provide a cloud computing platform. The core components are the cloud computing virtual environment represented by the Virtual Private Cloud, the compute instances, the various storage options, Wide Area Network Services and security.

i. **VIRTUAL PRIVATE CLOUD (VPC):** Contractor will determine and validate requirements with County to design, develop, test, and deploy Virtual Private Cloud (VPC). Assign IP addresses, create Access Lists, configure Network Address Translation (NAT), create and configure optional gateways for Internet.

ii. **COMPUTING**: Contractor will determine and validate requirements with County to design, develop, test, and deploy computing capacity.

iii. **STORAGE**: Contractor will determine and validate requirements with County to design, develop, test, and deploy appropriate storage capacity.

iv. **WAN SERVICES:** Contractor will validate requirements with County to design, develop, test, and deploy WAN optimization. Setup and configure cloud Wide Area Network (WAN) Services as requested.

v. **BACKUP/ DR:** Contractor will design and implement backup, disaster recovery, and continuity of operations plans (COOP) as requested

vi. **SECURITY:** Contractor will design and deploy Intrusion Detection Service (IDS), firewall, demilitarized zone (DMZ), penetration testing, andvanced threat protection (ATP), anti-malware, anti-virus, and integrated security.

vii. **LICENSES:** Contractor will maintain current, valid software licenses for Cloud and on premise deployments for County and Additional Users described in the Contract including up-to-date maintenance and support contracts as agreed upon by the Parties following notice as specified in the ordering document. All products and services included in Exhibit III are licensed to Contractor. Any future deployments could include new products and services which are not included in Exhibit II and for which Contractor will, at its discretion, obtain necessary licenses. Categories of licensing maintained by Contractor include:

1. Any licensing native to the AWS infrastructure as deployed

![Oakland County Michigan logo]

OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

COMPLIANCE OFFICE
PURCHASING

Compliance Office | Purchasing
248-858-0511 | purchasing@oakgov.com

2. Application licenses
3. WAN and Application Optimization
4. Storage, Backup, Archive and Disaster Recovery Software
5. Anti-Virus Software
6. Security Software

b) **Amazon Web Services (AWS) Application Platform Deployment**

Contractor deploys various types of application platforms in the cloud using AWS

infrastructure. Contractor will work with the County to determine requirements validation, design, implement, test, and deployment of applications.

   i. **OPERATING SYSTEM (OS) IMAGES:** Contractor will prepare OS images as AMI (Amazon Machine Image). Based on Oakland County requirements, Contractor will validate software specifications requested, configure, test, and create AMI.

   ii. **APPLICATION IMAGE BUILD:** Contractor will prepare servers, validate functionality, and create images for application deployment. Applications include core applications such as MS SharePoint and ancillary applications, such as Backup software, security software or other software as designated by the build and server request.

   iii. **OPERATING SYSTEM DEPLOYMENT:** Contractor will deploy and configure the OS into the cloud computing environment, including server hardening.

c) **Application Deployment:**

Contractor will deploy applications into the cloud computing environment which may include AWS and non-AWS components.

d) **Hybrid Infrastructure Deployment:**

Contractor may be required to deploy hybrid based infrastructure that integrates both on-premise and cloud based platforms to boast efficiencies and leverage existing infrastructure. The hybrid deployments may consists of various different vendor components and licenses that may need to be sourced through this contract including but not limited to products listed in Exhibit III.

B. **OPERATIONS & MAINTENANCE SUPPORT:**

Contractor operations and maintenance support is intended to proactively monitor and facilitate the health and performance of the applications, infrastructure and third party value added tools and software that Contractor has implemented for County.

a. **General Description:**

   i. **Management of Software Assurance Service:**
   Management of Software Assurance Service includes Systems and Application software patching. Contractor will provide an active anti-virus service running at all times for protection against malicious software. The anti-virus service must check for updates daily and must automatically apply the updates as they are made available. Anti-Virus

software must have scans enabled and perform these scans weekly. Anti-virus software must be able to detect, remove and protect against malicious software. Anti-Virus software must create audit logs that are retained.

Contractor will update the servers with the latest operating system security patches provided by the operating system manufacturer within 30 days of release. In the case of emergency and/or security patches, Contractor will notify Oakland County to discuss implementation schedule.

ii. **Backup and Disaster Recovery Operations:**
Contractor will develop an appropriate scheme for backup and restore of data. Contractor will perform continuous and periodic operations to support backup and DR contingency preparedness based upon a service order.

Contractor will restore data based on requests from the County. Method of restoration will be determined on a case by case basis and by agreement of engineers from the two parties. Example: speed of restoration and/or cost effectiveness might make restoration of an entire machine preferable to restoration of a single file.

   a. **Data Backup Process and Commitment**

      i. Contractor will perform, at a minimum, daily backup during non-business hours on business days only. The County may alter schedule in accordance with its workload and business requirements by submitting a service order.
      ii. Contractor will provide reports of weekly restore testing.
      iii. Contractor will promptly rectify and notify County of any configuration or run time errors discovered.

iii. **Performance Monitoring and Reporting**
Contractor will perform continuous or periodic performance review of compute, storage, networking, and other resources. Contractor will provide a portal for on demand access to performance, Intrusion Detection Service (IDS) indicators and incident management data. Contractor will also provide automated monthly reports and ad-hoc reports on infrastructure performance, end user experience, including response times, as well as IDS indicators and incident management.

iv. **Security & Network Monitoring**
Access to County services and resources in the cloud are tightly controlled through Amazon's Identity Access Management tool. Contractor will perform continuous IDS and incident management services. Contractor will notify Oakland County of any incidents immediately upon discovery via Oakland County Service Center (248-858-8812).

v. **Operations Specific Activities Related to Daily Operations:**
Contractor will:

1. Perform monthly test restores to validate backup and DR contingency preparedness.

2. Upon request from Oakland County, perform restore operations of data or infrastructure.

3. Notify Oakland County of any service interruptions outside of normal maintenance schedule.

4. Update any software that cannot be patched through automated functions on all hosted servers and workstations.

5. Verify computers, servers, and other infrastructure are correctly receiving/implementing updates.

6. Set up secure access for authorized users from computer, laptop, or a mobile device.

7. Diagnose why an authorized user can't access authorized service in (Exchange Email, SharePoint site, a web-site etc.)

8. Troubleshoot basic network incidents.

9. Inform users when there is scheduled maintenance of any system that may impact operations.

10. Proactively monitor IDS, firewall and remote connections in AWS.

11. Proactively patch AWS hosted workstation and server operating systems.

12. Proactively patch any AWS hosted Anti-virus installations.

13. Provide reporting based on customer request.

14. Provide incident after action report, and a prevention plan for the future for significant outages at customer request.

15. Provide Anti-malware scanning and incident management services.

16. Provide security configuration changes and updates requested by Oakland County or that are operationally necessary.

17. Facilitate scheduled annual penetration testing as standard security assurance and as part of security assurance requirements. Penetration tests may be performed through third parties who also provide test results to Contractor and the County.

18. Maintain certification and standards for FISMA, PCI, or HIPAA where required by service order. Contractor will employ standardized, industry best practices in maintaining certifications, controls and compliance.

b. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor shall notify County immediately of becoming aware of an actual or suspected unauthorized access, disclosure, or theft of County Data. Contractor shall do the following: (1) take commercially reasonable measures to promptly cure the deficiencies relating to the security breach in order to secure County Data, and (2) comply with any applicable federal or state laws and regulations pertaining to unauthorized disclosures.

c. **Storage of County Data.** Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not and shall not permit Contractor Employees to store County Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide technical support.

C. **SUPPORT:**

All services in the scope of this Contract will be supported by Contractor's support team. County will provide list of authorized personnel to act as Points of Contact with Contractor. Support is intended to address County trouble tickets for incidents arising from Contractor and AWS hosted applications, infrastructure, servers and third party value-added applications and tools built into the public body deployment.

i. **Support Services**
Support services to be provided by Contractor will include:

a. County access to Contractor Support via dedicated telephone number and online ticket management program.
b. Review all County and Additional User tech support IT Help Tickets. Contractor will monitor and manage a customer-dedicated help queue in Ticketing System.
c. County and Contractor will use the severity levels in Table 1 (below) to determine the scope, extent and urgency of an incident:
d. County will include its estimate of the level of an incident's severity in its trouble ticket. Contractor will also evaluate the incident's level of severity. If the assessments differ by 2 or more levels, the County and Contractor will confer and establish a severity level.
e. Contractor will provide a manual or automated email receipt acknowledging an incident in accordance with the *Target Acknowledge Time* referenced in the table below. Contractor maintains a separate support number 24 hours a day, seven (7) days a week for critical and high priority incidents (Levels 1 and 2 in the table below) that arise after business hours. They will be acknowledged immediately upon Contractor Support receiving the incident notification.
f. Provide significant effort to resolve and remediate incidents in accordance with the *Target Resolution Time* referenced in the table below.
g. Troubleshoot any infrastructure or application incidents.
h. Provide weekly ticket reports.

i. Provide County Administrator password resets as needed.
j. Inform Oakland County Service Center when there is scheduled or unscheduled maintenance at AWS or on any other system that may impact operations.

TABLE 1: Severity Levels and Response

Priority	Response	Target Contractor opens a trouble ticket and first acknowledges incident within	Target Incident Resolution Time
1-Critical	Immediate and sustained effort using all necessary resources until resolved.	10 Minutes	1 Hour
2-High	Immediate assessment of situation. Engage appropriate resources as necessary to meet service level target.	30 Minutes	4 Hours
3-Normal	Respond using standard procedures to meet service level target.	2 Hours	2 Days
4-Low	Respond using standard procedures to meet service level target when resources become available.	8 Hours	5 Days

ii. **Support Procedures**

County and Additional Users should use the following procedures to report a service support incident to Contractor's Support Center.

Incidents requiring assistance must be reported to the Support Center, by the Points of Contact to the phone number, ticketing system, or email address provided below. Unless otherwise specified by the service order, the Support Center is staffed to provide support to the County during normal business hours of 8:30AM EST to 5:00PM EST, Monday through Friday, excluding holidays. The Support Center can receive calls to report Service outages 24 hours a day, 7 days a week.

County will provide Contractor with a list of Points of Contact and methods for reaching the designated Point of Contact assigned to assist Contractor in addressing the trouble ticket.

TABLE 2: Contractor's Support Center Information

Support Center Phone Number	(844) 243-2053
Support Center Email Address	oakgov@yourstrategic.com

D. SERVICE COMMITMENTS

i. **Amazon Elastic Compute Cloud ("EC2").** Contractor will use commercially reasonable efforts to make Amazon EC2 available with an Annual Uptime Percentage of at least 99.95% during the Service Year. In the event that Amazon EC2 does not meet the Annual Uptime Percentage commitment, the County will be eligible to receive a Service Credit, as described in Section 7.1.1 below.

   a. **Service Credits.** If the Annual Uptime Percentage drops below 99.95% for the Service Year, the County is eligible to receive a Service Credit equal to 10% of their invoice for Amazon EC2 (excluding one-time payments made for Reserved Instances) for the Eligible Credit Period. The County may file a claim for service credit at any time that their Annual Uptime Percentage over the trailing 365 days drops below 99.95%. Contractor will apply any Service Credits only against the County's future Amazon EC2 payments otherwise due. Service Credits shall not entitle the County to any refund or other payment from Contractor. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Contract, the County's sole and exclusive remedy for any unavailability or non-performance of Amazon EC2 or other failure by Contractor to provide Amazon EC2 is the receipt of a Service Credit in accordance with the terms of this Section 7.1 or termination of the County's use of Amazon EC2.

   b. **Credit Request and Payment Procedures.** To receive a Service Credit, the County must submit a request by sending an e-mail to: oakgov@yourstrategic.com. To be eligible, the credit request must (i) include your account number in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of Region Unavailable that the County claims to have experienced, including instance IDs of the instances that were running and affected during the time of each incident; (iii) include the County's server request logs that document the errors and corroborate the County's claimed outage; and (iv) be received by Contractor within thirty (30) business days of the last reported incident contained in the County's claim. If the Annual Uptime Percentage of such request is confirmed by the Contractor and is less than 99.95% for the Service Year, then Contractor will issue the Service Credit to the County within one billing cycle following the month in which the request occurred. The County's failure to provide the request and other information as required in this section 7.1.2 will disqualify the County from receiving a Service Credit.

ii. **Amazon Simple Storage Service ("Amazon S3").** Contractor will use commercially reasonable efforts to make Amazon S3 available with a Monthly Uptime Percentage of at least 99.9% during any monthly billing cycle. In the event that Contractor does not meet the Service Commitment, the County will be eligible to receive a Service Credit as described in Section 7.2.1 below.

   a. **Service Credits.** Service Credits are calculated as a percentage of the total charges paid by

the County for Amazon S3 for the billing cycle in which the error occurred. If the Monthly Uptime Percentage is equal to or greater than 99%, but less than 99.9%, the County will be entitled to a Service Credit of 10% of the total charges paid by the County for Amazon S3 for the billing cycle in which the error occurred. If the Monthly Uptime Percentage is less than 99%, the County will be entitled to a Service Credit of 25% of the total charges paid by the County for Amazon S3 for the billing cycle in which the error occurred. Contractor will apply any Service Credits only against the County's future Amazon S3 payments otherwise due. Service Credits shall not entitle the County to any refund or other payment from Contractor. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Contract, the County's sole and exclusive remedy for any unavailability or non-performance of Amazon S3 or other failure by Contractor to provide Amazon S3 is the receipt of a Service Credit in accordance with the terms of this Section 7.2 or termination of the County's use of Amazon S3.

b. **Credit Request and Payment Procedures.** To receive a Service Credit, the County must submit a request by sending an e-mail to oakgov@yourstrategic.com. To be eligible, the credit request must (i) include your account number in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of non-zero Error Rates that the County claims to have experienced; (iii) include the County's server request logs that document the errors and corroborate the County's claimed outage; and (iv) be received by Contractor within ten (10) business days of the last reported incident contained in the County's claim. If the Monthly Uptime Percentage of such request is confirmed by the Contractor and is less than 99.9%, then Contractor will issue the Service Credit to the County within one billing cycle following the month in which the error occurred. The County's failure to provide the request and other information as required in this section 7.2.2 will disqualify the County from receiving a Service Credit.

iii. **Contractor's Managed Services.** Contractor will use commercially reasonable efforts to make Contractor's Managed Services, as described in Exhibit II, available with a Monthly Uptime Percentage of at least 99.5% during any monthly billing cycle. In the event that Contractor does not meet the Service Commitment, the County will be eligible to receive a Service Credit as described in Section 7.3.1 below.

a. **Service Credits.** Service Credits are calculated as a percentage of the total charges paid by the County for Contractor's Managed Services for the billing cycle in which the error occurred. If the Monthly Uptime Percentage is equal to or greater than 99.5%, but less than 99.9%, the County will be entitled to a Service Credit of 10% of the total charges paid by the County for Contractor Managed services for the billing cycle in which the error occurred. If the Monthly Uptime Percentage is less than 99%, the County will be entitled to a Service Credit of 15% of the total charges paid by the County for Contractor managed services for the billing cycle in which the error occurred. Contractor will apply any Service Credits only against the County's future Contractor Managed Services payments otherwise due. Service

Credits shall not entitle the County to any refund or other payment from Contractor. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Contract, the County's sole and exclusive remedy for any unavailability or non-performance of Contractor Managed Services or other failure by Contractor to provide Contractor's Managed Services is the receipt of a Service Credit in accordance with the terms of this Section 7.3 or termination of the County's use of Contractor's Managed Services.

b. **Credit Request and Payment Procedures.** To receive a Service Credit, the County must submit a request by sending an e-mail to oakgov@yourstrategic.com. To be eligible, the credit request must (i) include your account number in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of non-zero Error Rates that the County claims to have experienced; (iii) include the County's server request logs that document the errors and corroborate the County's claimed outage; and (iv) be received by Contractor within ten (10) business days of the last reported incident contained in the County's claim. If the Monthly Uptime Percentage of such request is confirmed by the Contractor and is less than 99.9%, then Contractor will issue the Service Credit to the County within one billing cycle following the month in which the error occurred. The County's failure to provide the request and other information as required in this section 7.3.2 will disqualify the County from receiving a Service Credit.

iv. **Exclusions.** The Service Commitments do not apply to any unavailability, suspension, termination or any other performance issues of Amazon EC2, Amazon S3 or Contractor's Managed Services: (i) that result from a Temporary Suspension as described in Section 3 of this Contract; (ii) caused by factors outside of Contractor's reasonable control, including any force majeure event or Internet Access or related incidents beyond the demarcation point of Amazon EC2, Amazon S3 or Contractor's Managed Services; (iii) that result from any actions or inactions by the County or any third party; (iv) that result from the County's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Contractor's direct control); (v) that result from failures of individual instances not attributable to Region Unavailability of Amazon EC2; or (vi) arising from the suspension and termination of the County's right to use Amazon EC2, Amazon S3 or Managed Services in accordance with this Contract. If availability is impacted by factors other than those explicitly listed in this Contract, Contractor may issue a Service Credit considering such factors in our sole discretion.

E. **MANAGEMENT AND REPORTING**:

Program Management:

Contractor will provide best practice program controls, performance measures and reporting protocols. The program management structure will be established in writing at the outset of the engagement and amended as required throughout the life of the Contract.

Specific management and reporting components will be determined in conjunction with County personnel, and could include:

a. Monthly Status Conference Call to Deliver Status Report.
b. Quarterly Service Level Agreement Assessment.
c. Weekly Ticket Report via Email – Format and Reporting Elements
d. Monthly Ticket Category by Location.
e. Monthly Time to Resolution by Category.
f. Monthly Time to Resolution by Category by Location.
g. Monthly Ticket Trend Report
h. Monthly Budget history and trend projections forward
i. Monthly Customer Billing Reports

4. PRICING

a) Contractor pricing for cloud implementation and ongoing operations and maintenance support is based on several factors including County requirements, complexity and degree of ongoing support required or requested by the County. All pricing on any purchase order or purchase order confirmation shall include the cost of maintenance and support for the identified services.

EXHIBIT III

CATALOGUE OF PRODUCTS AND SERVICES

The catalogue of products and services are being provided as a representation of what can be sourced and deployed though this contract. This list is not all inclusive and additional services or products that fall under public and private cloud/on-premise infrastructure solutions can be sourced by request of customer. Additional services include products and components for enterprise applications, storage solutions, backup and disaster recovery solutions and support cloud bursting capacity requirements. These products and components include Computing, Storage & Content Delivery, Networking, Security, Deployment and Management and Application Services.

AMAZON WEB SERVICES

COMPUTE
Amazon EC2
Amazon Elastic Compute Cloud (Amazon EC2) is a web service that provides resizable computing capacity—literally, servers in Amazon's data centers—that you use to build and host your software systems. For additional description see: http://aws.amazon.com/documentation/ec2/

Amazon EC2 Container Registry
Amazon EC2 Container Registry (ECR) is a fully-managed Docker container registry that makes it easy for developers to store, manage, and deploy Docker container images. For additional description see: http://aws.amazon.com/documentation/ecr/

Amazon EC2 Container Service
Amazon EC2 Container Service is a highly scalable, high- performance container management service that supports Docker containers and allows you to easily run distributed applications on For additional description see: http://aws.amazon.com/ecs/faqs/

AWS Elastic Beanstalk
AWS Elastic Beanstalk is an easy-to-use service for deploying and scaling web applications and services developed with Java, .NET, PHP, Node.js, Python, Ruby, Go, and Docker on familiar servers such as Apache, Nginx, Passenger, and IIS. For additional description see: https://aws.amazon.com/documentation/elastic-beanstalk/

AWS Lambda
AWS Lambda is a compute service that runs your code in response to events and automatically manages the compute resources for you, making it easy to build applications that respond quickly to new information. For additional description see: http://aws.amazon.com/documentation/lambda/

Auto Scaling

Auto Scaling is a web service designed to launch or terminate Amazon EC2 instances automatically based on user-defined policies, schedules, and health checks. For additional description see: http://aws.amazon.com/documentation/autoscaling/

Elastic Load Balancing

Elastic Load Balancing automatically distributes your incoming application traffic across multiple Amazon EC2 instances. For additional description see: http://aws.amazon.com/documentation/elasticloadbalancing/

NETWORKING
Amazon VPC

Amazon Virtual Private Cloud (Amazon VPC) enables you to launch AWS resources into a virtual network that you've defined. This virtual network closely resembles a traditional network that you'd operate in your own data center, with the benefits of using the scalable infrastructure of AWS. For additional description see: http://aws.amazon.com/documentation/vpc/

Amazon Route 53

Amazon Route 53 is a highly available and scalable Domain Name System (DNS) web service. For additional description see: http://aws.amazon.com/documentation/route53/

AWS Direct Connect

AWS Direct Connect links your internal network to an AWS Direct Connect location over a standard 1 GB or 10 GB Ethernet fibrotic cable. For additional description see: http://aws.amazon.com/documentation/directconnect/

STORAGE AND CONTENT DELIVERY
Amazon S3

Amazon Simple Storage Service (Amazon S3) is storage for the Internet. You can use Amazon S3 to store and retrieve any amount of data, at any time, from anywhere on the web. For additional description see: http://aws.amazon.com/documentation/s3/

Amazon Glacier

Amazon Glacier is a storage service optimized for infrequently used data, or "cold data." The service provides secure, durable, and extremely low-cost storage for data archiving and backup. With Amazon Glacier, you can store your data cost effectively for months, years, or even decades. For additional description see: http://aws.amazon.com/documentation/glacier/

Amazon EBS

Amazon Elastic Block Store (Amazon EBS) provides block-level storage volumes for use with Amazon

EC2 instances. Amazon EBS volumes are highly available and reliable storage volumes that can be attached to any running instance that is in the same Availability Zone. For additional description see: http://docs.aws.amazon.com/AWSEC2/latest/UserGuide/AmazonEBS.html

Amazon CloudFront

Amazon CloudFront is a content delivery web service. It integrates with other AWS cloud services to give developers and businesses an easy way to distribute content to end users with low latency, high data transfer speeds, and no commitments. For additional description see: http://aws.amazon.com/documentation/cloudfront/

AWS Import/Export

AWS Import/Export accelerates transferring large amounts of data between the cloud and portable storage devices that you mail to us. AWS transfers data directly onto and off of your storage devices using Amazon's high-speed internal network. For additional description see: http://aws.amazon.com/documentation/importexport/

AWS Storage Gateway

AWS Storage Gateway is a service that connects an on-premises software appliance with cloud-based storage to provide seamless and secure integration between your on-premises IT environment and AWS's storage infrastructure. For additional description see: http://aws.amazon.com/documentation/storagegateway/

AWS Elastic File System

Amazon Elastic File System (Amazon EFS) provides simple, scalable file storage for use with Amazon EC2 instances in the AWS Cloud. Amazon EFS is easy to use and offers a simple interface that allows you to create and configure file systems quickly and easily. For additional description see: https://aws.amazon.com/documentation/efs/

DATABASES
Amazon RDS

Amazon Relational Database Service (Amazon RDS) is a web service that makes it easier to set up, operate, and scale a relational database in the cloud. It provides cost-efficient, resizable capacity for an industry-standard relational database and manages common database administration tasks. Database engines available through Amazon RDS include Amazon Aurora, MySQL, Oracle, Microsoft SQL Server, and PostgreSQL. For additional description see: http://aws.amazon.com/documentation/rds/

Amazon DynamoDB

Amazon DynamoDB is a fully managed NoSQL database service that provides fast and predictable performance with seamless scalability. You can use Amazon DynamoDB to create a database table that can store and retrieve any amount of data, and serve any level of request traffic. Amazon DynamoDB automatically spreads the data and traffic for the table over a sufficient number of servers to handle

the request capacity specified by the customer and the amount of data stored, while maintaining consistent and fast performance. For additional description see:
http://aws.amazon.com/documentation/dynamodb/

Amazon Redshift
Amazon Redshift is a fast, fully managed, petabyte-scale data warehouse solution that makes it simple and cost-effective to efficiently analyze all your data using your existing business intelligence tools. For additional description see: http://aws.amazon.com/documentation/redshift/

Amazon ElastiCache
Amazon ElastiCache is a web service that makes it easy to set up, manage, and scale distributed, in-memory cache environments in the cloud. It provides a high-performance, resizable, and cost-effective in-memory cache, while removing the complexity associated with deploying and managing a distributed cache environment. For additional description see:
http://aws.amazon.com/documentation/elasticache/

AWS Database Migration Service
AWS Database Migration Service helps you migrate databases to AWS easily and securely. The source database remains fully operational during the migration, minimizing downtime to applications that rely on the database. For additional description see: https://aws.amazon.com/documentation/dms/

ANALYTICS
Amazon EMR
Amazon Elastic MapReduce (Amazon EMR) is a web service that makes it easy to process large amounts of data efficiently. Amazon EMR uses Hadoop processing combined with several AWS products to perform such tasks as web indexing, data mining, log file analysis, machine learning, scientific simulation, and data warehousing. For additional description see:
http://aws.amazon.com/documentation/elasticmapreduce/

Amazon Kinesis
Amazon Kinesis is a managed service that scales elastically for real-time processing of streaming big data. The service takes in large streams of data records that can then be consumed in real time by multiple data processing applications that can be run on Amazon EC2 instances. The data processing applications use the Amazon Kinesis Client Library and are called "Amazon Kinesis applications." For additional description see: http://aws.amazon.com/documentation/kinesis/

AWS Data Pipeline
AWS Data Pipeline is a web service that helps you reliably process and move data between different AWS compute and storage services as well as on-premises data sources at specified intervals. For additional description see: http://aws.amazon.com/documentation/data-pipeline/

Amazon Elasticsearch Service

Amazon Elasticsearch Service is a managed service that makes it easy to deploy, operate, and scale Elasticsearch in the AWS Cloud. Elasticsearch is a popular open-source search and analytics engine for use cases such as log analytics, real-time application monitoring, and click stream analytics. For additional description see: http://docs.aws.amazon.com/elasticsearch-service/latest/developerguide/what-is-amazon-elasticsearch-service.html

Amazon Machine Learning

Amazon Machine Learning is a service that makes it easy for developers of all skill levels to use machine learning technology. Amazon Machine Learning provides visualization tools and wizards that guide you through the process of creating machine learning (ML) models without having to learn complex ML algorithms and technology. For additional description see: https://aws.amazon.com/machine-learning/faqs/

Amazon QuickSight

Amazon QuickSight is a very fast, cloud-powered business intelligence (BI) service that makes it easy for all employees to build visualizations, perform ad-hoc analysis, and quickly get business insights from their data. For additional description see: https://aws.amazon.com/quicksight/faqs/

<u>**ADMINISTRATION AND IDENTITY**</u>

AWS Identity & Access Management

AWS Identity and Access Management (IAM) is a web service that enables AWS customers to manage users and user permissions in AWS. For additional description see: http://aws.amazon.com/documentation/iam/

AWS Directory Service

AWS Directory Service is a managed service that allows you to connect your AWS resources with an existing on-premises Microsoft Active Directory or to set up a new, stand-alone directory in the AWS cloud. For additional description see: http://aws.amazon.com/documentation/directory-service/

AWS CloudHSM

AWS CloudHSM provides secure cryptographic key storage to customers by making Hardware Security Modules (HSMs) available in the AWS cloud. For additional description see: http://aws.amazon.com/documentation/cloudhsm/

AWS Key Management Service

AWS Key Management Service (KMS) is a managed service that makes it easy for you to create and control the encryption keys used to encrypt your data and uses Hardware Security Modules (HSMs) to protect the security of your keys. AWS KMS is integrated with other AWS cloud services including Amazon EBS, Amazon S3, and Amazon Redshift. AWS KMS is also integrated with AWS CloudTrail to provide you with logs of all key usage to help meet your regulatory and compliance needs. For

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additional description see: http://aws.amazon.com/documentation/kms/

AWS Certificate Manager

AWS Certificate Manager is a service that lets you easily provision, manage, and deploy Secure Sockets Layer/Transport Layer Security (SSL/TLS) certificates for use with AWS services. For additional description see: https://aws.amazon.com/documentation/acm/

Amazon Inspector

Amazon Inspector is an automated security assessment service that helps improve the security and compliance of applications deployed on AWS. For additional description see: https://aws.amazon.com/documentation/inspector/

AWS WAF – Web Application Firewall

AWS WAF is a web application firewall that helps protect your web applications from common web exploits that could affect application availability, compromise security, or consume excessive resources. AWS WAF gives you control over which traffic to allow or block to your web applications by defining customizable web security rules. For additional description see: https://aws.amazon.com/waf/faq/

DEVELOPER TOOLS

AWS CodeCommit

AWS CodeCommit is a fully-managed source control service that makes it easy for companies to host secure and highly scalable private Git repositories. For additional description see: https://aws.amazon.com/documentation/codecommit/

AWS CodeDeploy

AWS CodeDeploy is a service that automates code deployments to any instance, including Amazon EC2 instances and instances running on-premises. For additional description see: http://aws.amazon.com/documentation/codedeploy/

AWS CodePipeline

AWS CodePipeline is a continuous delivery service for fast and reliable application updates. CodePipeline builds, tests, and deploys your code every time there is a code change, based on the release process models you define. For additional description see: https://aws.amazon.com/documentation/codepipeline/

AWS Command Line Interface

The AWS Command Line Interface (CLI) is a unified tool to manage your AWS services. With just one tool to download and configure, you can control multiple AWS services from the command line and automate them through scripts.   For additional description see: https://aws.amazon.com/documentation/cli/

MANAGEMENT TOOLS

Amazon CloudWatch

Amazon CloudWatch is a monitoring service for AWS cloud resources and the applications you run on AWS. You can use Amazon CloudWatch to collect and track metrics, collect and monitor log files, set alarms, and automatically react to changes in your AWS resources. For additional description see: https://aws.amazon.com/documentation/cloudwatch/

AWS CloudFormation

AWS CloudFormation gives developers and systems administrators an easy way to create and manage a collection of related AWS resources, provisioning and updating them in an orderly and predictable fashion. For additional description see: https://aws.amazon.com/cloudformation/faqs/

AWS CloudTrail

AWS CloudTrail is a web service that records AWS API calls for your account and delivers log files to you. The recorded information 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 AWS service. For additional description see: https://aws.amazon.com/documentation/cloudtrail/

AWS Config

AWS Config is a fully managed service that provides you with an AWS resource inventory, configuration history, and configuration change notifications to enable security and governance. For additional description see: http://aws.amazon.com/documentation/config

AWS Management Console

Access and manage Amazon Web Services through a simple and intuitive web-based user interface. You can also use the AWS Console mobile app to quickly view resources on the go. For additional description see: http://aws.amazon.com/documentation/

AWS OpsWorks

AWS OpsWorks is a configuration management service that helps you configure and operate applications of all shapes and sizes using Chef. For additional description see: https://aws.amazon.com/documentation/opsworks/

AWS Service Catalog

AWS Service Catalog allows organizations to create and manage catalogs of IT services that are approved for use on AWS. These IT services can include everything from virtual machine images, servers, software, and databases to complete multi-tier application architectures. For additional description see: http://aws.amazon.com/documentation/servicecatalog/

AWS Application Discovery Service

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AWS Application Discovery Service helps Systems Integrators quickly and reliably plan application migration projects by automatically identifying applications running in on-premises data centers, their associated dependencies, and their performance profile. For additional description see: https://aws.amazon.com/documentation/application-discovery/

AWS Trusted Advisor

An online resource to help you reduce cost, increase performance, and improve security by optimizing your AWS environment, Trusted Advisor provides real time guidance to help you provision your resources following AWS best practices.

INTERNET OF THINGS

AWS IoT

AWS IoT is a managed cloud platform that lets connected devices easily and securely interact with cloud applications and other devices. AWS IoT can support billions of devices and trillions of messages, and can process and route those messages to AWS endpoints and to other devices reliably and securely. For additional description see: https://aws.amazon.com/iot/faqs/

MOBILE SERVICES

AWS Mobile Hub

AWS Mobile Hub lets you easily add and configure features for your mobile apps, including user authentication, data storage, backend logic, push notifications, content delivery, and analytics. For additional description see: https://aws.amazon.com/mobile/getting-started/

Amazon API Gateway

Amazon API Gateway is a fully managed service that makes it easy for developers to create, publish, maintain, monitor, and secure APIs at any scale.   For additional description see: https://aws.amazon.com/api-gateway/faqs/

Amazon Cognito

Amazon Cognito lets you easily add user sign-up and sign-in to your mobile and web apps. With Amazon Cognito, you also have the options to authenticate users through social identity providers such as Facebook, Twitter, or Amazon, with SAML identity solutions, or by using your own identity system. For additional description see: http://aws.amazon.com/cognito/faqs

AWS Device Farm

AWS Device Farm allows the user to improve the quality of your iOS, Android, and web applications by testing against real phones and tablets in the AWS Cloud.

Amazon Mobile Analytics

With Amazon Mobile Analytics, you can measure app usage and app revenue. By tracking key trends such as new vs. returning users, app revenue, user retention, and custom in-app behavior events, you can make data-driven decisions to increase engagement and monetization for your app. For additional

description see: https://aws.amazon.com/mobileanalytics/faqs/

AWS Mobile SDK
The AWS Mobile SDK helps you build high quality mobile apps quickly and easily. It provides easy access to a range of AWS services, including Amazon Lambda, S3, DynamoDB, Mobile Analytics, Machine Learning, Elastic Load balancing, Auto Scaling and more.

Amazon Simple Notification Service (SNS)
Amazon Simple Notification Service (SNS) delivers messages instantly to applications or users and eliminate polling in your apps. For additional description see: http://aws.amazon.com/sns/faqs/

APPLICATION SERVICES

Amazon AppStream
Amazon AppStream enables you to stream your existing Windows applications from the cloud, reaching more users on more devices, without code modifications. For additional description see: https://aws.amazon.com/appstream/faqs/

Amazon CloudSearch
Amazon CloudSearch is a managed service in the AWS Cloud that makes it simple and cost-effective to set up, manage, and scale a search solution for your website or application. For additional description see: https://aws.amazon.com/cloudsearch/faqs/

Amazon Elastic Transcoder
Amazon Elastic Transcoder is media transcoding in the cloud. It is designed to be a highly scalable, easy to use and a cost effective way for developers and businesses to convert (or "transcode") media files from their source format into versions that will playback on devices like smartphones, tablets and PCs. For additional description see: https://aws.amazon.com/documentation/elastictranscoder/

Amazon SES
Amazon Simple Email Service (Amazon SES) is a cost-effective email service built on the reliable and scalable infrastructure that Amazon.com developed to serve its own customer base. For additional description see: https://aws.amazon.com/documentation/ses/

Amazon Simple Queue Service (SQS)
Amazon Simple Queue Service (SQS) is a fast, reliable, scalable, fully managed message queuing service. SQS makes it simple and cost-effective to decouple the components of a cloud application. For additional description see: https://aws.amazon.com/documentation/sqs/

Amazon Simple Workflow Service (SWF)
Amazon SWF helps developers build, run, and scale background jobs that have parallel or sequential steps. You can think of Amazon SWF as a fully-managed state tracker and task coordinator in the Cloud. For additional description see: https://aws.amazon.com/documentation/swf/

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ENTERPRISE APPLICATIONS

Amazon WorkSpaces

Amazon WorkSpaces is a full managed, secure desktop computing service which runs on the AWS cloud. Amazon WorkSpaces allows you to easily provision cloud-based virtual desktops and provide your users access to the documents, applications, and resources they need from any supported device, including Windows and Mac computers, Chromebooks, iPads, Kindle Fire tablets, and Android tablets. With just a few clicks in the AWS Management Console, you can deploy high-quality cloud desktops for any number of users at a cost that is competitive with traditional desktops and half the cost of most Virtual Desktop Infrastructure (VDI) solutions. For additional description see: https://aws.amazon.com/workspaces/resources/

Amazon WorkDocs

Amazon WorkDocs is a fully managed, secure enterprise storage and sharing service with strong administrative controls and feedback capabilities that improve user productivity. For additional description see: http://aws.amazon.com/documentation/workdocs/

Amazon WorkMail

Amazon WorkMail is a secure, managed business email and calendar service with support for existing desktop and mobile email clients. For additional description see: https://aws.amazon.com/workmail/documentation/

BARRACUDA

SECURITY

Barracuda Essentials for Office 365

Barracuda Essentials provides critical multi-layer security, archiving, and backup for Office 365 allowing organizations to prepare, migrate, and operate faster, safer, and more efficiently in Office 365.
For additional description see:
https://www.barracuda.com/assets/docs/dms/Barracuda_Essentials_Office_365_DS_US.pdf

Barracuda Email Security Gateway

Barracuda's Email Security Service protects your organization with comprehensive, scalable and affordable multi-layer security whether you use on-premises email or a cloud-hosted email system like Office 365. For additional description see:
https://www.barracuda.com/assets/docs/dms/Barracuda_Email_Security_Service_DS_US.pdf

Barracuda NextGen Firewall F

The Barracuda F-Series Firewall delivers scalable, efficient configuration and lifecycle management across dispersed networks, and performance to business-critical applications. For additional description see:

https://www.barracuda.com/assets/docs/dms/Barracuda_NextGen_Firewall_F_DS_US.pdf

Barracuda NextGen Firewall S

The S-Series is designed for companies that need to securely and cost-effectively connect large numbers of remote devices like Automated Teller Machines (ATMs), point-of-sale kiosks, wind power stations, networked industrial machines or even very small offices. For additional description see:
https://www.barracuda.com/assets/docs/dms/Barracuda_NextGen_Firewall_S_DS_US.pdf

Barracuda Web Application Firewall

The Barracuda Web Application Firewall is the ideal solution for organizations looking to protect web applications from data breaches and defacement. With the Barracuda Web Application Firewall, administrators do not need to wait for clean code or even know how an application works to secure their applications. For additional description see:
https://www.barracuda.com/assets/docs/dms/Barracuda_Web_Application_Firewall_DS_US.pdf

CudaCam

CudaCam is a complete cloud-based video surveillance solution that captures high quality video images in almost any situation and records to Barracuda's secure cloud. The video is automatically encrypted and can be viewed from any web browser or mobile device. For additional description see:
https://www.barracuda.com/assets/docs/dms/CudaCam_Overview_2016.pdf

STORAGE
Barracuda Backup

Barracuda Backup is a unified, cost-effective data protection solution for protecting physical, virtual, and SaaS environments. Simple to deploy and easy to manage, Barracuda Backup supports scalable retention and offsite disaster recovery to the Barracuda Cloud with Unlimited Cloud Storage or between sites for private replication. For additional description see:
https://www.barracuda.com/assets/docs/dms/Barracuda_Backup_DS_US.pdf

Barracuda Message Archiver

The Barracuda Message Archiver is ideal for organizations looking to reduce their email storage requirements and boost user productivity with mobile or desktop access to any email ever sent or received. The cloud-connected appliance uses the Barracuda Cloud to move information to the cloud as a secondary tier of storage. For additional description see:
https://www.barracuda.com/assets/docs/dms/Barracuda_Message_Archiver_DS_US.pdf

APPLICATION DELIVERY
Barracuda Load Balancer ADC

Barracuda Load Balancer ADC provides maximum flexibility for organizations looking to build highly secure and scalable application infrastructure, whether it's deployed on-premises or in the cloud. For additional description see:

https://www.barracuda.com/assets/docs/dms/Barracuda_Load_Balancer_ADC_DS_US.pdf

MICROSOFT AZURE
COMPUTE
Microsoft Azure Virtual Machines
With support for Linux, Windows Server, SQL Server, Oracle, IBM, and SAP, Azure Virtual Machines gives you the flexibility of virtualization for a wide range of computing solutions—development and testing, running applications, and extending your datacenter. For additional description see: https://azure.microsoft.com/en-us/documentation/services/virtual-machines/

Microsoft Azure Virtual Machine Scale Set
Microsoft Azure Virtual Machine Scale Set will allow the user to auto scale their virtual machines for high availability. For additional description see: https://azure.microsoft.com/en-us/documentation/services/virtual-machine-scale-sets/

Microsoft Azure Cloud Services
Microsoft Azure Cloud Services allows the user to deploy highly-available, infinitely-scalable applications and APIs. For additional description see: https://azure.microsoft.com/enus/documentation/services/cloud-services/

Microsoft Azure Batch
Microsoft Azure Batch is a cloud-scale job scheduling and compute management platform.
https://azure.microsoft.com/en-us/documentation/services/batch/

Microsoft Azure RemoteApp
Microsoft Azure RemoteApp allows for app delivery from the cloud with no hassle. For additional description see: https://azure.microsoft.com/en-us/documentation/services/remoteapp/

Microsoft Azure Service Fabric
Microsoft Azure Service Fabric is a proven platform to build and operate while always staying scalable. For additional description see: https://azure.microsoft.com/en-us/documentation/services/service-fabric/

Microsoft Azure Container Service
Microsoft Azure Container Service allows the user to deploy and manage containers using the tools they choose.   For additional description see: https://azure.microsoft.com/en-us/documentation/services/container-service/

WEB & MOBILE
Microsoft Azure App Services

App Service is a cloud platform to build powerful web and mobile apps that connect to data anywhere, in the cloud or on-premises. For additional description see: https://azure.microsoft.com/en-us/documentation/services/app-service/

Microsoft Azure API Management

Microsoft Azure API Management allows the user to publish, manage, secure, and analyze their APIs in minutes. For additional description see: https://azure.microsoft.com/en-us/documentation/services/api-management/

Microsoft Azure Notification Hubs

Microsoft Azure Notification Hubs gives the user access to send push notifications to any platform from any backend with easy and limitless scalability. For additional description see: https://azure.microsoft.com/en-us/documentation/services/notification-hubs/

Microsoft Azure Mobile Engagement

Microsoft Azure Mobile Engagement enables the user to collect real-time analytics that highlight user behavior and increase app usage and user retention. For additional description see: https://azure.microsoft.com/en-us/documentation/services/mobile-engagement/

DATA & STORAGE

Microsoft Azure SQL Database

Microsoft Azure SQL Database makes building and managing apps easier and more productive. With built-in intelligence that learns app patterns and adapts to maximize performance, reliability, and data protection, SQL Database is database service built for developers. For additional description see: https://azure.microsoft.com/en-us/documentation/services/sql-database/

Microsoft Azure DocumentDB

Microsoft Azure DocumentDB is a NoSQL service for highly available, globally distributed apps—take full advantage of SQL and JavaScript without the hassles of other on-premises or virtual machine-based cloud options. For additional description see: https://azure.microsoft.com/en-us/documentation/services/documentdb/

Microsoft Azure Redis Cache

Microsoft Azure Redis Cache offers a high throughput, consistent low-latency data access to power fast, scalable Azure. For additional description see: https://azure.microsoft.com/en-us/documentation/services/redis-cache/

Microsoft Azure Storage

Microsoft Azure Storage stores and help protect your data. Get durable, highly available data storage across the globe and pay only for what you use. For additional description see: https://azure.microsoft.com/en-us/documentation/services/storage/

Microsoft Azure StorSimple

Microsoft Azure StorSimple is an enterprise hybrid cloud storage solution. For additional description see: https://azure.microsoft.com/en-us/documentation/services/storsimple/

Microsoft Azure Search

Microsoft Azure Search is a cloud search service for web and mobile app development. For additional description see: https://azure.microsoft.com/en-us/documentation/services/search/

INTELLIGENCE

Microsoft Azure Cortana Intelligence Suite

Microsoft Azure Cortana Intelligence Suite turns user data into intelligent action.

ANALYTICS

Microsoft Azure HDInsight

Microsoft Azure HDInsight is a Data Lake services that allows the user to easily scale while managing Apache Hadoop, Spark, R, HBase, and Storm cloud service. For additional description see: https://azure.microsoft.com/en-us/documentation/services/hdinsight/

Microsoft Azure Machine Learning

Microsoft Azure Machine Learning is a powerful cloud based analytics, now part of Cortana Intelligence Suite. For additional description see: https://azure.microsoft.com/en-us/documentation/services/machine-learning/

Microsoft Azure Stream Analytics

Microsoft Azure Stream Analytics performs real-time analytics for the user's Internet of Things solution while allowing for real-time stream processing in the cloud. For additional description see: https://azure.microsoft.com/en-us/documentation/services/stream-analytics/

Microsoft Azure Data Factory

Microsoft Azure Data Factory allows the user to compose and orchestrate data services at scale. For additional description see: https://azure.microsoft.com/en-us/documentation/services/data-factory/

Microsoft Azure Data Catalog

Microsoft Azure Data Catalog allows the user to spend less time looking for data and, more time getting value from it. For additional description see: https://azure.microsoft.com/en-us/documentation/services/data-catalog/

INTERNET OF THINGS

Microsoft Azure IoT Suite

Microsoft Azure IoT Suite allows users to capture and analyze untapped data to improve business results. For additional description see: https://azure.microsoft.com/en-us/documentation/suites/iot-

suite/

Microsoft Azure Event Hubs

Microsoft Azure Event Hubs logs millions of events per second in near real time while also being a cloud-scale telemetry ingestion from websites, apps, and devices. For additional description see: https://azure.microsoft.com/en-us/documentation/services/event-hubs/

NETWORKING
Microsoft Azure Virtual Network

Microsoft Azure Virtual Network is a private network in the cloud that allows for the build of a hybrid infrastructure that the user can control.   For additional description see: https://azure.microsoft.com/en-us/documentation/services/virtual-network/

Microsoft Azure ExpressRoute

Microsoft Azure ExpressRoute is a faster, private connection to Azure. For additional description see: https://azure.microsoft.com/en-us/documentation/services/expressroute/

Microsoft Azure Traffic Manager

Microsoft Azure Traffic Manager improves overall app availability with automatic failover by geo-routing incoming traffic to you app. For additional description see: https://azure.microsoft.com/en-us/documentation/services/traffic-manager/

Microsoft Azure Load Balancer

Microsoft Azure Load Balancer delivers high availability and network performance to the user's applications. For additional description see: https://azure.microsoft.com/en-us/documentation/services/load-balancer/

Microsoft Azure VPN Gateway

Microsoft Azure VPN Gateway connects the user's interface to the cloud with easy to manage high-availability. For additional description see: https://azure.microsoft.com/en-us/documentation/services/vpn-gateway/

Microsoft Azure Application Gateway

Microsoft Azure Application Gateway is scalable, highly-available HTTP load balancing. For additional description see: https://azure.microsoft.com/en-us/documentation/services/application-gateway/

MEDIA & CDN
Microsoft Azure Media Services

Microsoft Azure Media Services is a cloud service for premium video workflows. For additional description see: https://azure.microsoft.com/en-us/documentation/services/media-services/

Microsoft Azure Content Delivery Network
Microsoft Azure Content Delivery Network allows for secure, reliable content delivery with broad global reach. For additional description see: https://azure.microsoft.com/en-us/documentation/services/cdn/

HYBRID INTEGRATION
Microsoft Azure BizTalk Services
Microsoft Azure BizTalk Services seamlessly integrates the enterprise and the cloud while offering quick startup with Hybrid Connections. For additional description see: https://azure.microsoft.com/en-us/documentation/services/biztalk-services/

Microsoft Azure Service Bus
Microsoft Azure Service Bus keeps apps and devices connected across private and public clouds. For additional description see: https://azure.microsoft.com/en-us/documentation/services/service-bus/

Microsoft Azure Backup
Microsoft Azure Backup is a simple and reliable cloud integrated backup as a service. For additional description see: https://azure.microsoft.com/en-us/documentation/services/backup/

Microsoft Azure Site Recovery
Microsoft Azure Site Recovery orchestrates the user's disaster recovery plan with automated protection and replication of Virtual Machines. For additional description see: https://azure.microsoft.com/en-us/documentation/services/site-recovery/

IDENTITY AND ACCESS MANAGEMENT
Microsoft Azure Active Directory
Microsoft Azure Active Directory allows for single sign-on to any cloud and on-premises web app allowing the user to monitor access management for the cloud. For additional description see: https://azure.microsoft.com/en-us/documentation/services/active-directory/

Microsoft Azure Multi-Factor Authentication
Microsoft Azure Multi-Factor Authentication is added security for the user's data and applications, without added hassles for the user. For additional description see: https://azure.microsoft.com/en-us/documentation/services/multi-factor-authentication/

DEVELOPER SERVICES
Microsoft Azure Visual Studio Team Services
Microsoft Azure Visual Studio Team Services are services to let teams share code, track work, and ship software, for any language, all in a single package. It's the perfect complement to your IDE. For additional description see: https://www.visualstudio.com/docs/overview

Microsoft Azure DevTest Labs
Microsoft Azure DevTest Labs is a fast, easy, and lean dev-test environment. For additional description see: https://azure.microsoft.com/en-us/services/devtest-lab/

Microsoft Azure HockeyApp
Microsoft Azure HockeyApp allows users to develop, distribute, and beta-test their mobile apps. For additional description see: http://support.hockeyapp.net/kb

Microsoft Azure Developer Tools
Microsoft Azure Developer Tools allows users to easily build, debug, deploy, diagnose, and manage multi-platform, scalable apps and services.

MANAGEMENT & SECURITY

Microsoft Azure Portal
Microsoft Azure Portal allows the user to build, manage, and monitor everything from simple web apps to complex cloud applications in a single, unified console.

Microsoft Azure Scheduler
Microsoft Azure Scheduler runs the user's jobs on simple or complex recurring schedules. For additional description see: https://azure.microsoft.com/en-us/documentation/services/scheduler/

Microsoft Azure Operations Management Suite
Microsoft Azure Operations Management Suite manages and protects the user's resources across on-premises datacenters and Azure. For additional description see: https://azure.microsoft.com/en-us/documentation/suites/operations-management-suite/

Microsoft Azure Automation
Microsoft Azure Automation simplifies cloud management with process automation. For additional description see: https://azure.microsoft.com/en-us/documentation/services/automation/

Microsoft Azure Log Analytics
Microsoft Azure Log Analytics is able to effortlessly collect, store, and analyze log data. For additional description see: https://azure.microsoft.com/en-us/documentation/services/log-analytics/

Microsoft Azure Key Vault
Microsoft Azure Key Vault safeguards cryptographic keys and other secrets used by cloud apps and services. For additional description see: https://azure.microsoft.com/en-us/documentation/services/key-vault/

IBM SOFTLAYER
SERVERS
Bare Metal Servers

SoftLayer bare metal servers provide the raw horsepower you demand for your processor-intensive and disk I/O-intensive workloads. These servers come with the most complete package of standard features and services. For additional description see: http://www.softlayer.com/bare-metal-servers

Virtual Servers
The cloud is not a commodity, and virtual servers aren't the same wherever you go. You expect any virtual cloud server to have speed of deployment, flexible scalability, and pay-as-you-go billing. For additional description see: http://www.softlayer.com/virtual-servers

POWER8 Servers
Combat your big data needs and manage your data-intensive workloads with SoftLayer POWER8 bare metal servers. Built on IBM OpenPOWER architecture, these servers combine high-performance, storage and I/O to focus on increasing volumes of data while maintaining system speed. For additional description see: http://www.softlayer.com/POWER-SERVERS

STORAGE
Object Storage
Easily archive, manage, and serve large amounts of unstructured data such as virtual machine images, media, and email archives with SoftLayer object storage—a robust, highly scalable object-based storage solution based on OpenStack Swift. For additional description see:
http://www.softlayer.com/object-storage

Block Storage
Get local disk performance with SAN persistence, durability, and flexibility. Deploy block storage in volumes up to 12TB to increase the storage capacity available to your virtual or bare metal servers. For additional description see: http://www.softlayer.com/block-storage

File Storage
Connect your bare metal and virtual servers to durable, fast, and flexible NFS-based file storage. In this Network Attached Storage (NAS) environment, you have total control over your file shares function and perform. For additional description see: http://www.softlayer.com/File-storage

Backup
Keep identical copies of your most valuable asset—your data. No one expects data corruption or loss, but it is far less expensive to maintain a backup than to have to recreate it from scratch. For additional description see: http://www.softlayer.com/Backup

Content Delivery Network
When delivering content and rich media, having the least latency and the highest speed is key to an exceptional end user experience. We've partnered with EdgeCast to offer one of the world's fastest and most reliable content delivery networks. For additional description see:

http://www.softlayer.com/content-delivery-network

NETWORKING
Load Balancing
Distribute traffic loads so that no single device gets overwhelmed. SoftLayer load balancing solutions allow configurability and flexibility to manage the traffic and resource usage of server nodes in your environment. For additional description see: http://www.softlayer.com/Load-balancing

Network Appliances
Save the hassle of provisioning multiple hardware and software solutions to serve as routers, firewalls, and load balancers. Use software-defined networking solutions to create all-in-one network appliances. For additional description see: http://www.softlayer.com/network-appliances%20

Direct Link
Simplify, secure, and speed up data transfer between your private infrastructure and your SoftLayer services. Or create a new hybrid solution that leverages the best of your in-house resources and the SoftLayer platform. For additional description see: http://www.softlayer.com/Direct-Link

Domain Services
SoftLayer offers domain registration services complete with dedicated support staff, knowledgeable customer service, and reasonable prices, all delivered over a secure network. For additional description see: http://www.softlayer.com/DOMAIN-SERVICES

SECURITY
Firewalls
Firewalls are an important step in securing your SoftLayer environment (and all the information stored there) as well as preventing malicious activity from ever reaching your servers or end users. For additional description see: http://www.softlayer.com/Firewalls

SSL Certificates
Get peace of mind by securing your website against unauthorized interception of data. Secure Socket Layer (SSL) certificates provide a secure, encrypted connection between your site or application and your end user. For additional description see: http://www.softlayer.com/ssl-certificates

Compliance
Our compliance department works with independent auditors and third-party organizations to meet the industry's most stringent guidelines to provide you reports and information for your own compliance needs. For additional description see: http://www.softlayer.com/COMPLIANCE

DEVELOPER
The SoftLayer API

We don't just have an API. We started with the API, giving it more than 3,000 documented methods across 180 discrete services. Our internal management system and our customer portal was built specifically to use it. For additional description see: http://www.softlayer.com/API

Email Delivery
Avoid the time and cost of developing your own email delivery solution or licensing a third-party service. The SoftLayer email delivery service is a highly scalable email relay solution that integrates into applications and services on our platform. For additional description see: http://www.softlayer.com/email-delivery

Message Queue
Build scalability into your applications with cost-effective messaging and notification. Give your cloud-centric applications the flexibility that Internet-scale services require. For additional description see: http://www.softlayer.com/MESSAGE-QUEUE

Digital Transcoding
SoftLayer's transcoding service enables customers to convert audio or video assets into a wide range of sizes and formats optimized for content delivery. Conserve your own computing resources, and let us do the work. For additional description see: http://www.softlayer.com/digital-transcoding%20

SoftLayer Development Network
Our API provides direct control over every aspect of every SoftLayer service, as well as your SoftLayer customer account. And when we say every, we mean every. For additional description see: http://sldn.softlayer.com/

ADDITIONAL SOLUTIONS
EMAIL MIGRATION
SkyKick Cloud Migration Suite
SkyKick provides a cloud based migration solution for migrating mail and data between on-premise and cloud environments. The SkyKick Enterprise Migration planner makes it easy to discover, triage and configure multi-source, mixed protocol migration projects with thousands of users. For additional description see: https://www.skykick.com/migrate

HOSTED VOIP SOLUTIONS
RingCentral
RingCentral provides secure hosted cloud phone systems, workforce collaboration and contact center solutions. For additional description see: http://www.ringcentral.com/
Cisco HCS – Provided by Collab9
Cloud PBX systems offer a cost-effective alternative to legacy solutions. A Cloud PBX system from collab9 is offered via a pay-per-use, consumption-based model, so your business can upgrade as an

Operational Expenditure (OPEX). The Cisco powered platform is integrated for a consistent experience across applications and devices; in a UCaaS scenario, voice, IM, presence, audio/video/web conferencing and customer platforms apps all communicating with ease.

ENDPOINT PROTECTION
McAfee Security Products
McAfee endpoint protection delivers powerful endpoint security to safeguard endpoints, servers, and mobile devices against cyber threats and attacks. For additional description see:
http://www.mcafee.com/us/products/endpoint-protection/index.aspx

LOAD BALANCING
NGINX
NGINX is the world's most popular open source web server and load balancer for high-traffic sites, powering over 140 million properties. NGINX adds enterprise-ready features for HTTP, TCP, and UDP load balancing, such as session persistence, health checks, advanced monitoring, and management to give you the freedom to innovate without being constrained by infrastructure.:
https://www.nginx.com/products/nginx-plus-aws/

NETWORK MONITORING
Strategic Cloud Services – PRTG
More than 150,000 administrators rely on PRTG Network Monitor every day to monitor their LANs, WANs, servers, websites, appliances, URLs, and more. PRTG Network Monitor runs on a Windows machine within your network, collecting various statistics from the machines, software, and devices which you designate. (It can also auto discover them, helping you map out your network.) It also retains the data so you can see historical performance, helping you react to changes.
https://www.paessler.com/prtg

ADDITIONAL CLOUD PROVIDERS

Adobe	Polycom
ATT	Red Hat
Avaya	Solarwinds
Cisco	Symantec
Check Point Software	Time Warner
Citrix	Trend Micro
Dell	Veeam Software
Google	Verizon
Hewlett Packard Enterprise (HPe)	VMware

EXHIBIT IV

ACCEPTABLE USE POLICY

This Acceptable Use Policy (this "**Policy**") describes prohibited uses of the cloud-based platform in connection with storage, applications and access of data records over the internet (**"Services"**) offered by Strategic Communications, LLC ("**Strategic**," "**we**," "**us**," or "**our**"). The examples described in this Policy are not exhaustive. Blue River may modify this Policy at any time by posting a revised version on the Blue River website, located at www.yourstrategic.com By using the Services, you agree to the latest version of this Policy. If you violate this Policy or help others to do so, we may suspend or terminate your use of the Services.

1.   **NO ILLEGAL, HARMFUL OR OFFENSIVE USE OR CONTENT**
You may not use, or encourage, promote or facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful or offensive. Prohibited activities or content include:

Illegal Activities. Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.

Harmful or Fraudulent Activities. Activities that may be harmful to others, our operations or reputation, including offering or disseminating fraudulent goods, services, schemes or promotions (e.g., make-money fast schemes, ponzi and pyramid schemes, phishing or pharming), or engaging in other deceptive practices.

Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.

Offensive Content. Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.

Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs or cancelbots.

2. **NO SECURITY VIOLATIONS**

You may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.

Interception. Monitoring of data or traffic on a System without permission.

Falsification of Origin. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

3. **NO NETWORK ABUSE**

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.

Denial of Service (DoS). Inundating a target with communications requests to the target either cannot respond to legitimate traffic or responds slowly that it becomes ineffective.

Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, broadcast attacks, or flooding techniques.

Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.

Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

4.   NO E-MAIL OR OTHER MESSAGE ABUSE

You will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. You will not collect replies to messages sent from another   internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

5.   OUR MONITORING AND ENFORCEMENT

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Services. We may investigate violations of this Policy or misuse of the Services; or remove, disable access to, or modify any content or resource that violates this Policy or any other agreement we have with   you for use of the Services.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate   customer information. We also my cooperate with appropriate law enforcement agencies, regulators, or   other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing   network and systems information related to alleged violations of this Policy.

6.   REPORTING OF VIOLATIONS OF THIS POLICY

If you become aware of any violation of this Policy, you will immediately notify us and provide us with   assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, please emal: cloud@yourstrategic.com

EXHIBIT V

BUSINESS ASSOCIATE AGREEMENT
(Health Insurance Portability and Accountability Act Requirements)

Exhibit II is a Business Associate Agreement between Contractor ("Business Associate") and the County ("Covered Entity"). This Exhibit is incorporated into the Contract and shall be hereinafter referred to as "Agreement." The purpose of this Agreement is to facilitate compliance with the Privacy and Security Rules and to facilitate compliance with HIPAA and the HITECH Amendment to HIPAA.

§1. **DEFINITIONS**. The following terms have the meanings set forth below for purposes of the Agreement, unless the context clearly indicates another meaning. Terms used but not otherwise defined in this Agreement have the same meaning as those terms in the Privacy Rule.

1.1 **Business Associate**. "Business Associate" means the Contractor.

1.2 **CFR**. "CFR" means the Code of Federal Regulations.

1.3 **Contract**. "Contract" means the document with the Purchasing Contract Number.

1.4 **Contractor**. "Contractor" means the entity or individual defined in the Contract and listed on the first page of this Contract.

1.5 **Covered Entity**. "Covered Entity" means the County of Oakland as defined in the Contract.

1.6 **Designated Record Set**. "Designated Record Set" is defined in 45 CFR 164.501.

1.7 **Electronic Health Record**. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.8 **HIPAA**. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

1.9 **HITECH Amendment**. "HITECH Amendment" means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

1.10 **Individual**. "Individual" is defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in 45 CFR 164.502(g).

1.11 **Privacy Rule**. "Privacy Rule" means the privacy rule of HIPAA as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.12   **Protected Health Information**. "Protected Health Information" or "PHI" is defined in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.13   **Required By Law**. "Required By Law" is defined in 45 CFR 164.103.

1.14   **Secretary**. "Secretary" means the Secretary of the Department of Health and Human Services or his or her designee.

1.15   **Security Incident**. "Security Incident" is defined in 45 CFR 164.304.

1.16   **Security Rule**. "Security Rule" means the security standards and implementation specifications at 45 CFR part 160 and part 164, subpart C.

§2.   **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**. Business Associate agrees to perform the obligations and activities described in this Section.

2.1   Business Associate understands that pursuant to the HITECH Amendment, it is subject to the HIPAA Privacy and Security Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate shall take all actions necessary to comply with the HIPAA Privacy and Security Rules for business associates as revised by the HITECH Amendment, including, but not limited to, the following: (a) Business Associate shall appoint a HIPAA privacy officer and a HIPAA security officer; (b) Business Associate shall establish policies and procedures to ensure compliance with the Privacy and Security Rules; (c) Business Associate shall train its workforce regarding the Privacy and Security Rules; (d) Business Associate shall enter into a privacy/security agreement with Covered Entity; (e) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI; and (f) Business Associate shall conduct a security risk analysis.

2.2   Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.

2.3   Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI. Business Associate shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule.

2.4   Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of law or this Agreement.

2.5   Business Associate shall report to Covered Entity any known Security Incident or any known use or disclosure of PHI not permitted by this Agreement.

2.6   Effective September 23, 2009 or the date this Agreement is signed, if later, Business Associate shall do the following in connection with the breach notification requirements of the HITECH Amendment:

2.6.1   If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay but no later than ten (10) calendar days after discovery. For this purpose, "discovery" means the first day on which the breach is known to Business Associate or should have been known by exercising reasonable diligence. Business Associate shall be deemed to have knowledge of a breach if the breach is known or should have been known by exercising reasonable diligence, to any person, other than the person committing the breach, who is an employee, officer, subcontractor, or other agent of Business Associate. The notification to Covered Entity shall include the following: (a) identification of each individual whose unsecured PHI has been breached or has reasonably believed to have been breached, and (b) any other available information in Business Associate's possession that the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

2.6.2   Notwithstanding the immediate preceding subsection, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor, or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

2.6.3   Where a breach of unsecured PHI involves more than five hundred (500) individuals and was committed by the Business Associate or its employee, officer, subcontractor, or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

2.6.4   Business Associate shall maintain a log of breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year, so that the Covered Entity may report breaches to the Secretary in accordance with 45 CFR 164.408. This requirement shall take effect with respect to breaches occurring on or after September 23, 2009.

2.7   Business Associate shall ensure that any agent or subcontractor to whom it provides PHI, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply to Business Associate with respect to such information. Business Associate shall ensure that any such agent or subcontractor implements reasonable and appropriate safeguards to protect Covered Entity's PHI.

2.8   Business Associate shall provide reasonable access, at the written request of Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed in writing by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

2.9   Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526.

2.10   Following receipt of a written request by Covered Entity, Business Associate shall make internal practices, books, and records reasonably available to the Secretary in order to determine Covered Entity's compliance with the Privacy Rule. The afore mentioned materials include policies and procedures and PHI relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

2.11   Business Associate shall document disclosures of PHI and information related to such disclosures, to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures PHI from an Electronic Health Record in accordance with the HITECH Amendment.

2.12   Following receipt of a written request by Covered Entity, Business Associate shall provide to Covered Entity or an Individual information collected in accordance with Section 2 to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective as of January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

§3.   PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE. Business Associate may use and disclose PHI as set forth in this Section.

3.1   Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the

![Oakland County Michigan logo]

OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

COMPLIANCE OFFICE
PURCHASING

Compliance Office | Purchasing
248-858-0511 | purchasing@oakgov.com

minimum necessary policies and procedures of the Covered Entity. If no underlying service agreement exists between Covered Entity and Business Associate, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity for the purposes of payment, treatment, or health care operations as those terms are defined in the Privacy Rule, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3.2   Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.3   Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that: (a) the disclosed PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b) the person notifies the Business Associate of any known instances in which the confidentiality of the information has been breached.

3.4   Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.5   Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

§4.   OBLIGATIONS OF COVERED ENTITY.

4.1   Covered Entity shall notify Business Associate of any limitation(s) of Covered Entity in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.2   Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

4.3   Covered Entity shall use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, the Contract, and the Privacy Rule, until such PHI is received by Business Associate, pursuant to any specifications set forth in any attachment to the Contract.

4.4   Covered Entity shall manage all users of the services including its qualified access, password restrictions, inactivity timeouts, downloads, and its ability to download and otherwise process PHI.

4.5   The Parties acknowledge that Covered Entity owns and controls its data.

4.6   Covered Entity shall provide Business Associate with a copy of its notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Business Associate's use or disclosure of PHI. Covered Entity shall provide Business Associate with any changes in or revocation of permission to use or disclose PHI, to the extent the changes or revocation may affect Business Associate's permitted or required uses or disclosures. To the extent that the changes or revocations may affect Business Associate's permitted use or disclosure of PHI, Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522. Covered Entity may effectuate any and all such notices of non-private information via posting on Covered Entity's web site.

§5.   EFFECT OF TERMINATION.

5.1   Except as provided in Section 5, upon termination of this Agreement or the Contract, for any reason, Business Associate shall return or destroy (at Covered Entity's request) all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.

5.2   If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon receipt of written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI, which shall be for a period of at least six (6) years.

§6   MISCELLANEOUS.

6.1   This Agreement is effective when the Contract is executed or when Business Associate becomes a Business Associate of Covered Entity and both Parties sign this Agreement, if later. However, certain provisions have special effective dates, as set forth herein or as set forth in HIPAA or the HITECH Amendment.

6.2   **Regulatory References**. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

6.3   **Amendment**. The Parties agree to take action to amend this Agreement as necessary for Covered Entity to comply with the Privacy and Security requirements of HIPAA. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

6.4   **Survival**. The respective rights and obligations of Business Associate and Covered Entity under this Agreement shall survive the termination of this Agreement and/or the Contract.

EXHIBIT VI

LICENSE FOR USE OF COUNTY SERVICEMARK

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter "Mark"), described and listed in the Servicemark Guidelines (below), for programs and activities that are related to the governmental services provided by Oakland County, specifically relating to the scope of work.

The Mark may be used on: (Applicable if Checked):

☒ Printed materials
☒ Electronic materials
☒ Contractor's website: [www.yourstrategic.com]

Contractor shall not use the Mark for any other purpose.

The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County's rights in the Mark.

The County may terminate Contractor's rights under this Exhibit if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.

SERVICEMARK GUIDELINES

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

OAKLAND COUNTY MICHIGAN

OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

COMPLIANCE OFFICE
PURCHASING

Compliance Office | Purchasing
248-858-0511 | purchasing@oakgov.com

G2G MARKET PLACE
Standard Logo

The G2G Market Place logo appears to the right. It is the primary element of the G2G Market Place visual identity and must appear on all official documentation or sign involving G2G Market Place.

LOGO USAGE

A prescribed amount of space around the logo should be maintained at all times. The space should be equal to or greater than the width of 1/4".

MINIMUM LOGO SIZE

Minimum logo width 3 inches and height is 1 inch.

COLORS

CMYK 82.5.97.0	CMYK 0.0.0.100
RGB 0.169.80	RGB 0.0.0
HEX #00a950	HEX #000000

COLOR VARIATIONS

For 1-color print jobs, or when design dictates the logo may be used in all black or all white.

LOGO VARIATIONS

Below are alternate "stacked" logo options. They are shown in full color, all black, and all white versions.

Do not provide copies to a third party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.

EXHIBIT VII

PPB MODEL AGREEMENT

CONTRACT NUMBER: XXXXXX

Contract Expiration Date: XX/XX/XXXX

Contract - NOT TO EXCEED AMOUNT $ XX,XXX.XX

This "Contract" is made between the PARTICIPATING PUBLIC BODY, hereinafter called "PPB" and the "Contractor" as further described in the following Table. This Contract is modeled after Professional Services Contract Number _____, dated _____, between PPB and Contractor, as more fully described herein. In this Contract, either Contractor or the PPB may also be referred to individually as a "Party" or jointly as the "Parties".

PARTICIPATING PUBLIC BODY Contact Person Address (herein, the "PPB")	CONTRACTOR NAME Contact Person Address Vendor I.D. No. (herein the "Contractor")

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1.   CONTRACT PURPOSE

SECTION 2.   CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 3.   CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 4.   TEMPORARY SUSPENSION

SECTION 5.   SCOPE OF CONTRACTOR'S SERVICES

SECTION 6.   PPB PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES

SECTION 7.   PROPRIETARY RIGHTS

SECTION 8.   CONTRACTOR'S WARRANTIES AND DISCLAIMERS

SECTION 9.   CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 10.   INTELLECTUAL PROPERTY

SECTION 11.   GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§1.   CONTRACT PURPOSE

1.1.   After a competitive bidding and selection process by Oakland County, Contractor was chosen to provide services, described more fully in the Scope of Services Exhibits, to Oakland County. Contractor desires to extend the terms and conditions in this Contract to a PPB, to enable it to make purchases from Contractor according to the terms herein.

1.2.   Oakland County shall not be a party to a contract between Contractor and a PPB. Oakland County shall not have any liability, of any sort, for any harm or action that may arise from purchases made by any PPB pursuant to the terms of this Contract.

1.3.   PPBs must deal directly with Contractor for any transactions such as purchases, invoices, price questions, disputes, etc. that relate to their individual agreement with Contractor. Contractor must respond timely to PPB inquiries.

§2.   PPBCONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, nominative or possessive, and/or either with or without quotation marks, shall be defined and interpreted as follows:

2.1.   "Acceptable Use Policy" means the policy currently adopted by Contractor and provided to PPB or as otherwise set forth in Exhibit IV, as it may be updated by Contractor from time to time.

2.2.   "Additional Users" mean the other municipalities or governmental entities within the United States to whom the PPB may provide the Services.

2.3.   "Annual Uptime Percentage" is the percentage that is calculated by subtracting from 100% the percentage of five (5) minute periods during the Service Year (as defined below) in which Amazon EC2 was in the state of "Region Unavailable" (as defined below). If the PPB has been using Amazon EC2 for less than 365 days, the PPB's Service Year is still the preceding 365 days but any days prior to the PPB's use of the service will be deemed to have had 100% Region Availability. Annual Uptime Percentage does not include any downtime occurring prior to a successful Service Credit claim.

2.4.   "Confidential Information" means all nonpublic information disclosed by either Party,

their affiliates, business partners or respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to either Party's or either Party's affiliates or business partners' technology, intellectual property, customers, business plans, promotional and marketing activities, finances and other business affairs; and (b) third-party information that either Party is obligated to keep confidential. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Contract; (ii) is known, as evidenced by documentation, to the receiving Party without restriction prior to its disclosure by the disclosing Party; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortuous act; (iv) can be shown by documentation to have been independently developed by either Party without reference to the Confidential Information; or (vi) is approved for release in writing by the Disclosing Party. Confidential information also includes all information that the PPB is required or permitted by law to keep confidential pursuant to the Michigan Freedom of Information Act or similar statute.

2.5.   "Content" means software (including machine images), data, text, audio, video, images, or other content.

2.6.   "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons' successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

2.7.   "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the PPB, or for which the PPB may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or

threatened.

2.8. "Contract Documents" This Contract includes and fully incorporates herein all of the following documents:

    2.8.1.   Exhibit I: Contractor Insurance Requirements.

    2.8.2.   Exhibit II: Scope of Contractor's Services.

    2.8.3.   Exhibit III: Catalogue of Products and Services.

    2.8.4.   Exhibit IV: Contractor's Acceptable Use Policy.

    2.8.5.   Exhibit V: Business Associate Agreement (Health Insurance Portability and Accountability Act)

2.9. PPB"Oakland County" means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees.

2.10. "PPB Agent" means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person acts or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "PPB Agent" shall also include any person who was a "PPB Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.

2.11. "PPB Content" means Content the PPB, any End User, or any Additional User (a) runs on the Services, (b) causes to interface with the Services, or (c) uploads to the Services under PPB's account or otherwise transfers, processes, provides or stores in connection with PPB account. PPB Content does not include Content added to an Additional User's account under a separate agreement with Contractor. Such Content is subject to the terms and conditions of the separate agreement between the Additional User and the Contractor.

2.12. "PPB Submissions" means Content that PPB posts or otherwise submits to developer forums, sample code repositories, public data repositories, or similar community-focused areas of the Services.

2.13. "Day" means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.

2.14. "Documentation" means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Services, as such documentation may be updated by Contractor from time to time.

2.15. "Dormant Account" means the account created by Contractor at the commencement of the Services, which is inactive for the duration of the Term, unless and until this Contract is terminated and the PPB selects to activate the Account pursuant to Section 2.6.

2.16. "Eligible Credit Period" is a single month, and refers to the monthly billing cycle in which

the most recent Region Unavailable event included in the PPB's claim for Service Credits occurred.

2.17.   "End User" means any individual or entity that directly, or indirectly through an Additional User: (a) accesses or uses PPB Content; or (b) otherwise accesses or uses the Services under PPB account.

2.18.   "Error Rate" means (i) the total number of internal server errors returned by Amazon S3 as error status "Internal Error" or "Service Unavailable" divided by (ii) the total number of requests during that five (5) minute period. Contractor calculates the Error Rate for each Amazon S3 account as a percentage for each five (5) minute period in the monthly billing cycle. See Section 7.2.

2.19.   "E-Verify" is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their new hired employees. For more information and to register visit https://e-verify.uscis.gov/enroll/.

2.20.   **"G2G MarketPlace Website"** means an Internet site used by Oakland County to provide information to PPBs about businesses providing services to PPB and agreements used by PPB and available to PPBs to procure services.

2.21.   "Intellectual Property" means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright or patent, trade secrets, or Proprietary Information.

2.22.   "**Iran-Linked Business**" is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.

2.23.   "Monthly Uptime Percentage" is calculated by subtracting from 100% the average of the Error Rates from each five minute period in the monthly billing cycle.

2.24.   **"PPB"** which stands for Participating Public Body, means an entity created by state or Federal law which is primarily funded by or through a governmental authority and which registers to access PPB's G2G MarketPlace Website.

2.25.   "Proprietary Information" means ideas, concepts, inventions, and processes related to the development and operation of computer software and systems such as source code, object code, security procedures, and passwords.

2.26.   "Region Unavailable" and "Region Unavailability" mean that more than one Availability Zone in which the PPB is running an instance, within the same Region, is Unavailable (as defined in Section 1.31 below).

2.27.   "Service" means each of the services made available by Contractor, as those services are described in Exhibit II.

2.28.   "Service Credit" is a dollar credit, calculated as set forth in Section 7 of this Contract that Contractor may credit back to the PPB's eligible EC2, S3 or Managed Services Account.

2.29. "Service Year" means the preceding 365 days from the date of a claim for Service Credits, as described in Section 7 of this Contract.

2.30. "Services" means the Services, the Content, and any other product or service provided under this Contract. Services do not include Third Party Content.

2.31. "Suggestions" means all suggested improvements to the Services that the PPB provides to Contractor.

2.32. "Term" means the term of this Contract described in Section 2.

2.33. "Third Party Content" means content made available to the PPB by any third party in conjunction with the Services.

2.34. "Unavailability" means that all of the PPB's running instances have no external connectivity during a five (5) minute period and the PPB is unable to launch replacement instances.

§3. **CONTRACT EFFECTIVE DATE AND TERMINATION**

3.1. The effective date of this Contract shall be as stated on the first page of this Contract, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract (the "Initial Term"). This Contract shall automatically be renewed beyond the Initial Term for additional one (1) year terms (each, a "Renewal Term") unless and until terminated by the PPB or Contractor in accordance with this Section. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless*:*

    3.1.1.   This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.

    3.1.2.   Any and all Contractor Certificates of Insurance and any other conditions precedent to the Contract have been submitted and accepted by the PPB.

    3.1.3.   This Contract is signed by an authorized agent of the Oakland PPB Purchasing Division, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.

3.2. **Stop-Work Order**

    3.2.1.   The PPB may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the Parties may agree. The order shall be specifically identified as a stop-work order issued under this Section 2.2. Upon receipt of the order, Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any

extension of that period to which the Parties shall have agreed, the PPB shall either: (i) cancel the stop-work order; or (ii) terminate the work covered by the order as provided in this Contract.

3.2.2. If a stop-work order issued under this Section 2.2 is canceled or the period of the order or any extension thereof expires, Contractor may resume work. The PPB shall make an equitable adjustment in the delivery schedule or contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (i) the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and (ii) the Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if PPB decides the facts justify the action, PPB may receive and act upon the claim submitted at any time before final payment pursuant to this Contract.

3.2.3. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the PPB, the PPB shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

3.2.4. If a stop-work order is not canceled and the work covered by the order is terminated for default, PPB shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

3.3. Termination for Convenience

3.3.1. The PPB may terminate and/or cancel this Contract (or any part thereof) or reduce the scope, at any time during the term, any renewal term, or any extension of this Contract, upon ninety (90) days written notice to the Contractor, for any reason, including convenience, without incurring obligation or penalty of any kind. Notwithstanding anything in this Section 2.3.1., if the PPB is being reimbursed for any cost or expenses incurred under this Contract by any third party, including any Federal, State, or local governmental agency, and any such third party funding is terminated, the PPB may terminate, end, or cancel this Contract immediately upon written notice to the Contractor. The effective date for termination or cancellation shall be clearly stated in the written notice. If the PPB terminates this Contract, any Additional Users' access to and use of the Services will also terminate unless such Additional User enters into a separate Contract with Contractor.

3.3.2. The PPB's sole obligation in the event of termination is for payment for actual services rendered by the Contractor before the effective date of termination. Under no circumstances shall the PPB be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The PPB shall not be

obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.

3.3.3.   Under no circumstances shall the PPB be obligated to pay the Contractor for any Services rendered or Goods delivered which have not been invoiced, as required herein, within sixty (60) days of the date such Goods were actually delivered to the PPB or Services were actually rendered pursuant to this Contract.

3.4.   Termination for Cause

3.4.1.   By Either Party. Either Party may terminate this Contract for cause upon 30 days prior written notice to the other Party if there is any material default or breach of this Contract by the other Party, unless the defaulting party has cured the material default or breach within the 30 day notice period.

3.4.2.   By Contractor. Contractor may also terminate this Contract immediately upon notice to the PPB: (A) for cause, if any act or omission by the PPB, its End Users or an Additional User results in a suspension described in Section 3 below, and the cause of the suspension is not cured within the 30 day period, (B) if Contractor's relationship with a third party partner who provides software or other technology expires, terminates or requires Contractor to change the way Contractor provides the software or other technology as part of the Services, (C) if Contractor believes providing the Services could create a substantial economic or technical burden or material security risk for Contractor, (D) in order to comply with the law or requests of governmental entities, or (E) if Contractor determines use of the Services by the PPB or Contractor's provision of the Services to the PPB, to any End Users or Additional Users has become impractical or unfeasible for any legal or regulatory reason.

3.4.3.   If a court order, temporary injunction or other legal action or process requires Contractor to suspend or halt performance of its operations on behalf of the PPB, this shall constitute a termination for cause. The Contractor shall immediately notify the PPB and use every means to restore the PPB's access to its Content, including, but not limited to, implementing the procedures set forth in Section 2.6, Post Termination Assistance.

3.5.   Effect of Termination. Upon termination of this Contract:

3.5.1.   All PPB and Additional Users' Rights under this Contract immediately terminate; however, notwithstanding anything in this Section 2.5 to the contrary and regardless of the reason for termination, Contractor will deliver all of the PPB Content to the PPB in a mutually agreed upon and reasonable electronic format within 30 days following the termination of the Contract, in accordance with Section 2.6 below.

3.5.2.   The PPB remains responsible for all fees and charges the PPB has incurred through the date of termination, and all commercially reasonable fees and

charges for tasks completed after the date of termination, including, without limitation, those related to the electronic transfer of the PPB Content to the PPB;

3.5.3. The PPB will immediately return or, if instructed by Contractor, destroy all Contractor Content in the PPB's possession; and Sections 1, 2.5, 3.5, 4.16, 5.3, 6 (except for the license in Section 6.4), 8.3, 9.1, 9.2.2., 10.3, 10.4, 10.8, 10.11, 10.18, 10.23, 10.25, 10.26, 10.27, 10.28. will survive and continue to apply in accordance with their terms beyond the termination or cancellation of this

3.6. **Post-Termination Assistance**. During the 30 days following termination:

3.6.1. Contractor shall not erase any of the PPB Content as a result of the termination but shall have no rights to access or use PPB Content for any purpose other than to return the Content to PPB;

3.6.2. Contractor shall promptly transfer the PPB Content, EC2 ("Elastic Compute") Instances, and any top-level credentials, or other necessary multi-factor authentication information to one of the following locations, as determined by the PPB and at the PPB's discretion: (a) the PPB's Dormant Account; (b) another Amazon Web Services Provider; or (c) the PPB's data center facilities.

3.6.3. The PPB shall obtain any required third party software licenses to support its environment. Contractor will reasonably cooperate with the PPB to facilitate the PPB's ability to acquire those third-party licenses.

3.6.4. Any additional post-termination assistance from Contractor is subject to mutual agreement by the PPB and Contractor.

§4. **TEMPORARY SUSPENSION**

4.1. **The PPB**. Contractor may temporarily suspend the PPB's right to access or use any portion or all of the Services immediately upon notice to PPB if Contractor determines:

4.1.1. The PPB's use of or registration for the Services (i) poses a security risk to the Services or any third party, (ii) may adversely impact the Services or any third party, (iii) may adversely impact the Services or the systems or Content of any other customer, (iv) may subject Contractor, Contractor's affiliates, or any third party to liability, or (v) may be fraudulent;

4.1.2. The PPB is in breach of this Contract, including if the PPB is delinquent on the PPB's Payment Obligations for more than 15 days; or

4.1.3. The PPB has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Client assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

4.2. **Additional Users**. Contractor may temporarily suspend an Additional User's right to access or use any portion or all of the Services immediately upon notice to PPB if Contractor determines:

4.2.1. The Additional User's use of or registration for the Services (i) poses a security risk to the Services or any third party, (ii) may adversely impact the Services or any third party, (iii) may adversely impact the Services or the systems or Content of any other customer, (iv) may subject Contractor, Contractor's affiliates, or any third party to liability, or (v) may be fraudulent.

4.2.2. The PPB is delinquent on the PPB's Payment Obligations for more than 15 days.

4.2.3. If an Additional User fails to fulfill any separate payment obligations it may have to Contractor based on an agreement with Contractor for certain services for its sole use, Contractor may suspend the Additional User but shall not suspend the PPB or Additional Users obtaining Services under PPB's Contract.

4.3. **Effect of Contractor Suspension by Contractor**. If Contractor temporarily suspends all or part of the PPB's right to access any portion or all of the Services:

4.3.1. Contractor shall advise the PPB of any such suspensions at least monthly.

4.3.2. The PPB remains responsible for any applicable fees and charges for any Services to which the PPB continues to have access, or to which it provides an Additional User access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension;

4.3.3. The PPB will not be entitled to any Service or a portion of the Service which has been suspended until the suspension is ended. An Additional User will not be entitled to any Service or portion of the Service which has been suspended until the PPB's suspension is ended or the Additional User enters into a separate Agreement with Contractor and assumes all responsibility, including the payment of fees applicable to its use of the Services provided by Contractor.

4.3.4. Contractor will not erase any of the PPB's Content, as a result of any suspension. The Contractor acknowledges that the PPB is a governmental entity subject to statutory record retention requirements that cannot be abrogated or modified by contract.

4.3.5. Contractor's right to suspend the PPB's use of the Services is in addition to Contractor's right to terminate this Contract pursuant to Section 2.

4.3.6. A temporary suspension under this Section 3 will not result in an immediate termination for cause, as provided in Section 2.4.3. of this Contract. The PPB shall have thirty days to resolve the issue which caused the Contractor to temporarily suspend Services to PPB.

4.4. **Effect of Suspension of an Additional User by Contractor**. If Contractor temporarily suspends all or part of an Additional User's right to access any portion or all of the Services:

4.4.1. PPB shall have thirty days to work with any Additional User to resolve the issue which caused the Contractor to temporarily suspend services to the Additional

User. Thereafter, if the issue with the Additional User remains unresolved, PPB shall terminate the intergovernmental agreement or the portion or exhibit of the intergovernmental agreement relating to these services with the Additional User and notify Contractor that Additional User is no longer allowed access to Services through the PPB's account. Contractor shall limit suspension to the specific governmental unit or entity which meets the criteria for suspension set forth above, and will use commercially reasonable efforts to permit the remaining entities to access the Services.

4.5. **PPB Right to Suspend Services**. Upon written notice, the PPB may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the PPB's right to terminate and/or cancel this Contract. The PPB shall incur no penalty, expense, or liability to Contractor if the PPB suspends services under this Section.

§5. **SCOPE OF CONTRACTOR'S SERVICES**

5.1. **Generally**. The PPB may access and use the Services in accordance with this Contract. The PPB will adhere to all laws, rules and regulations applicable to the PPB's use of the Services, including any Service Terms, and the Acceptable Use Policy, as defined in Section 1. The Contractor shall perform all services identified and itemized in Exhibit II: "Scope of Contractor's Services" which is attached hereto and incorporated and made part of this Contract. A catalogue of all available products and services, some of which will be used in the deployment of the Services is attached hereto as Exhibit III and incorporated and made part of this Contract.

5.2. **PPB Account**. To access the Services, Contractor will create an account associated with its Services for the PPB. The PPB is responsible for all activities undertaken by the PPB under the PPB's account. Except to the extent caused by Contractor's breach of this Contract, Contractor is not responsible for unauthorized access to the PPB's account. The PPB will contact Contractor immediately if the PPB believes an unauthorized third party may be using the PPB's account or if the PPB account information is lost or stolen. PPB may terminate PPB's account and this Contract in accordance with Section 2.

5.3. **Additional Users**. The PPB may provide for the Services to be made available to Additional Users through Contractor and with Contractor's written consent, subject to Contractor's pricing of such Additional Users of the Services. The Parties understand that adding such Additional Users will be based on a new deployment of the basic Services and customized Services provided by Contractor to each such Additional User. Any such Additional User will be reflected on an amendment to this Contract specific to that Additional User. The PPB shall execute a separate intergovernmental or amend an existing intergovernmental agreement with each such Additional User that is consistent with the terms and conditions of this Contract requiring that each such Additional User shall be responsible for all activities undertaken under its deployment of the Services.

5.4. An Additional User may enter into a separate Contract with Contractor for Services which Additional User intends for its sole and exclusive use. The terms and conditions of any such Contract shall be solely between the Additional User and Contractor and shall not confer any additional benefit upon or create any additional liability or obligation for PPB or Additional Users when obtaining or using Services provided through the PPB under the terms of this Contract.

5.5. **Storage**. Contractor shall provide storage for the PPB Content as specified in Exhibit II.

5.6. **Availability of the PPB Content**. PPB Content shall be available to the PPB and any Additional User in accordance with Contractor's customary operations and as set forth in Section 7 of this Contract. Contractor will, from time to time and upon the PPB or an Additional User's request, migrate images of Amazon EC2 instances to the PPB or an Additional User's standard virtual machine in an industry standard format. The PPB or the Additional User shall determine the desired location for the transferred images. To minimize server downtime during peak usage periods, Contractor will ensure that all scheduled maintenance of its systems will be performed at appropriate off-peak intervals.

5.7. **PPB Content Control**. The PPB shall have sole control over PPB Content, and any Additional User shall have sole control over its Content contained within the PPB's Content. Except with the PPB's prior written consent, Contractor shall not access, view, supplement, modify or alter any of the PPB Content that has been provided by the PPB or by any Additional User to Contractor. Further information pertaining to the PPB's access controls is contained in Exhibit II of this Contract. Nothing in this Contract will serve as a transfer or assignment of any rights in the PPB Content to Contractor.

5.8. **PPB Content Backup Server**. Contractor shall backup the PPB Content as specified on Exhibit II.

5.9. **Response Time**. The mean response time for server response to the PPB or any Additional User's access to PPB Content shall not exceed ten (10) seconds during any one (1) hour period.

5.10. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to the PPB by other companies or individuals under separate terms and conditions, including separate fees and charges. Because Contractor may not have tested or screened the Third Party Content, the PPB's use of any Third Party Content is at the PPB's sole risk.

5.11. **Changes to the Services.** Contractor may change, discontinue, or deprecate any of the Services (including the Services as a whole) or change or remove features or functionality of the Services from time to time. Contractor will notify the PPB of any material change to or discontinuation of the Services at least 60 days prior thereto, if reasonably possible. The Parties will evaluate and may renegotiate fees if Contractor makes changes to the Services pursuant to this Section 4.12.

5.12. **Changes to the Application Program Interfaces**. Contractor may change, discontinue or deprecate any application program interface for the Services from time to time but will use commercially reasonable efforts to continue supporting the previous version of any application program interface changed, discontinued, or deprecated for 12 months after the change, discontinuation, or deprecation, except if doing so (a) would pose a security or intellectual property issue; (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. Contractor will notify the PPB of any change, discontinuance or deprecation to any application program interface at least 60 days prior thereto, if reasonably possible. The Parties will evaluate and may renegotiate fees if Contractor makes changes to the Service pursuant to this Section 4.13.

5.13. **Security and Monitoring**. Without limiting the Disclaimers set forth in Section 8.3, Contractor will implement reasonable and appropriate measures designed to secure and monitor PPB Content against accidental or unlawful loss, access, or disclosure, including those measures specified in Exhibit II. PPB may identify Content [e.g., medical records subject to HIPAA (the Health Insurance Portability and Accountability Act) and PCI DSS (Payment Card Industry Data Security Standards)] that it reasonably believes requires other or additional security measures. Contractor will take reasonable steps to implement additional security for that Content for an additional fee.

5.14. As soon as Contractor becomes aware of a security breach involving PPB Content or Content of Additional Users, Contractor will notify PPB of the security breach and provide information that is necessary to perform any user notification that the PPB considers necessary or that is required in the interests of the public.

5.15. **PPB Responsibilities for PPB Content**. The PPB is solely responsible for the development, content, operation, maintenance, and use of PPB Content. For example, the PPB is solely responsible for the following: (a) this Contract is signed by a Contractor Employee, legally authorized to bind the Contractor; (b) the technical operation of PPB Content, including ensuring that any Services are compatible with then-current application program interfaces for that Service; (c) Compliance of PPB Content with Contractor's Acceptable Use Policy and the law; (d) any claims relating to PPB Content; and (d) Properly handling and processing notices sent to the PPB (or the PPB's Agents) by any person claiming that PPB Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

5.16. **Other Security and Backup**. Contractor shall maintain any other appropriate security, protection and backup of PPB Content for the duration of the Contract, as further specified in Exhibit II.

5.17. **End User and Additional User Violations**. PPB will inform its End Users and any Additional User of their obligation to comply with Contractor's Acceptable Use Policy. The PPB will ensure that the terms of the PPB's intergovernmental agreement with each Additional User or any exhibit to an intergovernmental agreement with an Additional

User that governs use of Contractor's Services are consistent with this Contract. If the PPB becomes aware of any violation of the PPB's obligations under this Contract by an Additional User or an End User, the PPB will immediately suspend such Additional User or End User's access to PPB Content and Services. The PPB's right to suspend an Additional User or an End User from use of the Services is in addition to the Contractor's right to temporary suspension, as provided in Section 3 of this Contract, or to terminate, as provided in Section 2.

5.18. **Additional User and End User Support**. The PPB is responsible for providing customer service (if any) to Additional Users and End Users. The PPB will not provide customer service and end user support to Additional Users or End Users who have a separate agreement for Services not included herein. Contractor does not provide support or services to Additional Users or End Users unless otherwise provided in Exhibit II.

5.19. **Additional Hardware and Software as a Service**. The PPB may purchase other services, including access to software or hardware from Contractor during the term of this Contract and during any renewal. Contractor will provide pricing for any such services at that time. The PPB's Purchasing department maintains a price list for professional services, maintenance and support and these prices shall remain in effect for 365 days from execution of this Contract. A catalogue of available products and services is provided in Exhibit III. Contractor shall hold all licenses for software offered in Exhibit III and be responsible for fulfilling all terms and conditions set forth in them. Contractor may update the Catalogue of Products and Services no more than once each quarter.

§6. **PPB PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES**

6.1. Except as otherwise expressly provided for in this Contract, the PPB's sole financial obligation to the Contractor for any Contractor services under this Contract shall be:

6.1.1. Upon deployment of the Services, but prior to any customization as described in Exhibit II, Contractor shall invoice the PPB for the initial set-up fee. Thereafter, Contractor will calculate and bill fees and recurring charges monthly. No more than once a month, the Contractor shall submit an invoice to the PPB which shall itemize all amounts due and/or owing by the PPB under this Contract, as the date of the invoice. The invoices shall be submitted in the form requested by the PPB. The PPB shall have no obligation to make payment until a proper invoice of service is submitted. The PPB reserves the right to make partial payments on account of the amount due the Contractor as the work progresses. The PPB will pay Contractor the initial set-up fee and applicable fees and recurring monthly charges for the Services, as described in Exhibit II.

6.1.2. In no event, shall the PPB's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can

reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT", the Contractor shall provide the PPB with notice of this contingency at least fifteen (15) Days before this event.

6.2. All undisputed amounts payable under this Contract will be made without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new service or new feature of a Service will be effective when Contractor provides the PPB with notice of updated fees and charges, unless Contractor expressly states otherwise in the notice. Contractor may increase fees and charges for any existing Services in the event of any material increase to Contractor of the cost or expense of a portion of the Services by giving the PPB at least sixty (60) days advance notice. All fees and charges must be paid within thirty (30) days of the date of the invoice for any fees and charges.

6.3. All fees and charges payable by the PPB are exclusive of applicable taxes and duties, including VAT and applicable sales tax. If the PPB is legally entitled to an exemption from any sales, use, or similar transaction tax, the PPB is responsible for providing Contractor with legally sufficient tax exemption certificates for each taxing jurisdiction. Contractor will apply the tax exemption certificates to charges under the PPB's account occurring after the date Contractor receives the tax exemption certificates. If any deduction or withholding is required by law, the PPB will notify Contractor and will pay Contractor any additional amounts necessary to ensure that the net amount that Contractor receives, after any deduction and withholding, equals the amount Contractor would have received if no deduction or withholding had been required. Additionally, the PPB will provide Contractor with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

6.4. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.

§7. **PROPRIETARY RIGHTS**

7.1. **PPB Content.** As between the PPB and Contractor, PPB or PPB's licensors own all right, title, and interest in and to PPB Content. Except as provided in this Section 6, Contractor obtains no rights under this Contract from the PPB or the PPB's licensors to PPB Content, including any related intellectual property rights. The PPB consents to Contractor's use of the PPB Content to provide the Services to the PPB and to any Additional or End Users. Contractor may disclose PPB Content to provide the Services to the PPB or to any End Users or Additional Users. If Contractor receives a demand for PPB Content (including subpoenas or other legal process), Contractor will provide the PPB with prompt notice of each such request and reasonably cooperate with the PPB in any effort to obtain a protective order or otherwise contest such required disclosure of PPB Content, at the PPB's expense. If Contractor is ultimately legally compelled or required to disclose such PPB Content, Contractor shall notify the PPB of such disclosure.

7.2. **PPB Submissions**. PPB submissions will be governed by the terms of the applicable license, unless the PPB specifies one of Contractor's supported licenses at the time of the PPB Submission. Contractor supported licenses that PPB will use are set forth in Exhibit II. Parties will review and update this list at least annually.

7.3. **Adequate Rights**. The PPB represents and warrants to Contractor that: (a) PPB or PPB licensors own all right, title, and interest in and to PPB Content and PPB Submissions; (b) the PPB has all rights in PPB Content and PPB Submissions necessary to grant the rights contemplated by this Contract; (c) PPB will use reasonable efforts to ensure that it will act promptly to correct any violations of Contractor policies related to PPB Content, or PPB Submissions, or use of PPB Content or Submissions that it becomes aware of; and (d) it will advise Additional Users of their obligation to comply with the policies of Contractor and act promptly to require Additional User to correct violations of Contractor policies or suspend the Additional User's access to PPB's account until the violations are corrected.

7.4. **Services License**. As between PPB and Contractor, Contractor or Contractor's affiliates or licensors own and reserve all right, title and interest in and to the Services. Contractor grants the PPB a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to do the following during the term: (i) access and use the Services solely in accordance with this Contract; and (ii) copy and use the Services solely in connection with PPB permitted uses of the Services. Except as provided in this Section 6.4, PPB obtains no rights under this Contract from Contractor or Contractor's licensors to the Services, including any related intellectual property rights. Some Services may be provided to the PPB under a separate license or open source license. In the event of a conflict between this Contract and any separate license, the separate license will prevail with respect to that Service.

7.5. **License Restrictions**. Neither the PPB, nor any Additional User may use the Services in any manner or for any purpose other than as expressly permitted in this Contract. Neither PPB nor any Additional User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services (except to the extent software included in the Services are provided to the PPB under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble or decompile the Services or apply any other process or procedure to derive the source code of any software included in the Services, (c) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Services (except as otherwise provided in this Contract). All licenses granted to the PPB in this Contract are conditional on the PPB's continued compliance with this Contract, and will immediately and automatically terminate if the PPB does not comply with any term or condition of this Contract. During and after the Term, the PPB will not assert, nor will the PPB authorize, assist, or encourage any third party to assert, against Contractor or any of Contractor's affiliates,

customers, vendors, business partners, or licensors, any patent infringement claim regarding any Services the PPB has used.

7.6. **Suggestions**. If the PPB provides any Suggestions to Contractor or Contractor's affiliates regarding the Services, Contractor may use the Suggestions without restriction or fee, even if the PPB has designated the Suggestions as Confidential.

§8. CONTRACTOR'S WARRANTIES AND DISCLAIMERS

8.1. Contractor certifies that all statements, assurances, records, and materials submitted to PPB in connection with securing this Contract have been truthful, complete and accurate in all respects. Contractor agrees and understands that any material false statement, representation or omission made in connection with its seeking or obtaining this Contract may be grounds for canceling or terminating this Contract and/or debarring the Contractor from future PPB contracts. The PPB's right to cancel this Contract as provided herein shall be in addition to any other rights the PPB has to terminate or cancel this Contract.

8.2. **Service Warranties**. Contractor warrants that it has the necessary facilities, equipment, software, and qualified personnel available to perform its obligations under this Contract. All services provided under this Contract will be carried out and completed with due skill and care and to the best industry standards by qualified personnel trained and skilled in the performance of the specific services involved, in a proper and workmanlike manner and using materials suitable for the purpose. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

8.3. **Disclaimers**. THE SERVICES ARE PROVIDED "AS IS." EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN SECTION 8.2, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Contractor does not warrant that the Services or the third party content will be uninterrupted, error free or free of harmful components, or that any PPB Content will be secure or not otherwise lost or damaged.

8.4. **Business and Professional Licenses**. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.

8.5. **Equipment and Supplies.** The Contractor is responsible for providing equipment and supplies not expressly required to be provided by the PPB herein.

8.6. **Taxes**. The Contractor shall pay its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The PPB shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.

8.7. **Contractor's Incidental Expenses**. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the PPB including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

8.8. **E-Verify**.

8.8.1. Contractor must certify it hasregistered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or conditions is considered a material breach of this Contract.

8.8.2. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.

8.9. **Contractor Employees**.

8.9.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.

8.9.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.

8.9.3. All Contractor Employees shall wear and display appropriate PPB-provided identification at all times while working on PPB premises. Contractor shall return all PPB provided identification upon completion of the last day of services provided under this Contract.

8.9.4. All Contractor Employees assigned to work under this Contract may, at the PPB's discretion, be subject to a security check and clearance by the PPB.

8.9.5. All newly hired Contractor Employees, unless otherwise excluded by law must undergo employment eligibility verification through the E-Verify system. Failure to verify newly hired employees is a material breach of this Contract.

8.10. **Contractor Employee-Related Expense**s. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employee related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the PPB harmless for all Claims against the PPB by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

8.11. **Full Knowledge of Service Expectations and Attendant Circumstances**. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all PPB requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.

8.12. **The Contractor's Relationship To The PPB Is That Of An Independent Contractor**. Nothing in this Contract is intended to establish an employer-employee relationship between the PPB and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the PPB.

8.13. **Compliance with PPB Security Policies and Use Policies**. Contractor shall require all Contractor Employees to comply with the PPB's security and acceptable use policies for PPB property (tangible and intangible), equipment, resources, facilities, and systems. Upon request, the PPB shall provide such policies to Contractor.

8.14. **Response to Legal Request for PPB Data**. If PPB receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide PPB Data held by Contractor, then Contractor shall provide PPB Data to the PPB, in a format directed by the PPB, within the time frame required by law.

§9. **CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION**

9.1. **Indemnification**.

9.1.1.   Contractor shall indemnify and hold the PPB harmless from any and all Claims which are incurred by or asserted against the PPB by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or

damage to any property.

9.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the PPB for all claims asserted against the PPB and if the insurance company prevails, the Contractor shall indemnify the PPB for uncollectable accounts.

9.1.3. Contractor shall have no rights against the PPB for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the PPB except as expressly provided herein.

9.1.4. Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the PPB based upon any Claim brought against the PPB suffered by a Contractor Employee.

9.2. **Contractor Provided Insurance**.

9.2.1. At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications indicated in Exhibit I.

9.2.2. **LIMITATION OF LIABILITY**. Neither Party, its affiliates or licensors, will be liable under this Contract for lost revenues or indirect, special, incidental, exemplary, or punitive damages, even if advised of the possibility of such damages. Further, neither Contractor nor any of its affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) inability to use the services, including as a result of any (i) termination or suspension of this Contract, (ii) without limiting any obligations under section 7 of this Contract, any unanticipated or unscheduled downtime as a result of power outages or other interruptions beyond the Contractor's reasonable control, including any force majeure event; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by the PPB in connection with this Contract or the PPB's use of or access to the services; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of the PPB's content or other data. In any case, Contractor and its affiliates' and licensors' aggregate liability under this Contract will be limited to the amount the PPB actually pays Contractor under this Contract for the service that gave rise to the claim during the 12 months preceding the Claim.

§10. **INTELLECTUAL PROPERTY/DATA SECUIRTY**

10.1. **Contractor Use of PPB Licensed Software.** In order for Contractor to perform this Contract, the PPB may permit Contractor or Contractor Employees to access certain Software licensed to the PPB. Contractor or Contractor Employees shall not transfer,

remove, use, copy, or otherwise provide or make available any such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the PPB and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.

10.2. **Contractor License to Use PPB Servicemarks**. If this Contract involves the use of PPB servicemarks to perform this Contract, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit VIII. Contractor shall only use the servicemarks as directed by the PPB.

§11.   GENERAL TERMS AND CONDITIONS

11.1. **Access to PPB Facilities**. While the Contractor retains the right to perform services at any time, the Contractor must obtain prior permission by the PPB for access to PPB facilities after the PPB's regular business hours.

11.2. **Cumulative Remedies**. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

11.3. **No Third Party Beneficiaries**. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

11.4. **Compliance with Laws**. Contractor and the PPB shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract. In connection with this Contract, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, the PPB is solely responsible for compliance related to the manner in which the PPB chooses to use the Services, including PPB transfer and processing of PPB Content, the provision of PPB Content to End Users and Additional Users, and the region in which any of the foregoing occur.

11.5. **Permits and Licenses**. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the PPB, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to

provide services under this Contract.

11.6. **Discrimination**. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.

    11.6.1. Contractor shall promptly notify the PPB of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.

    11.6.2. The PPB, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.

11.7. **Reservation of Rights**. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the PPB.

11.8. **Force Majeure**. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, acts of terrorism, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature. Reasonable notice shall be given to the affected Party of any such event. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this Contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualy or loss.

11.9. **Disaster Recovery Plans**. Upon implementation, Contractor shall provide PPB with its disaster recovery plans. Thereafter, Contractor shall provide updated information regarding its disaster recovery plans and redundancies to PPB and provide summaries describing the outcomes of disaster recovery tests at least annually.

11.10. **Conflict of Interest**. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the PPB, including all agencies and departments thereof, and any PPB Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the PPB. Contractor shall give the PPB notice if there are any PPB Agents or relatives of PPB Agents who are presently employed by Contractor.

11.11. **Parties' Use of Confidential Information**. The Parties may use Confidential Information

only in connection with the use and provision of the Services as permitted under this Contract and will not otherwise use or disclose Confidential Information during the Term or any time following the Term except as required or permitted by law. Each Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures each Party takes to protect its own Confidential Information of a similar nature. Neither Party will misrepresent or embellish the relationship between Contractor and the PPB (including by expressing or implying that either Party supports, sponsors, endorses, or contributes to either Party's business endeavors). Nor will either Party express or imply any relationship or affiliation between Contractor and the PPB or any other person or entity except as expressly permitted by this Contract.

11.11.1. Notwithstanding the foregoing and except for requests made pursuant to the Michigan Freedom of Information Act or similar statute, either Party may disclose Confidential Information if required by law, statute or other legal process; provided that the Party being asked to disclose (i) gives the other Party prompt written notice of an impending disclosure, (ii) provides reasonable assistance to the other in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

11.12. **Contractor Use of PPB Licensed Software**. In order for the Contractor to perform its services under this Contract, the PPB may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to the PPB. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of the PPB and/or the licensor. Furthermore, neither the Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.

11.13. **Grant Compliance**. If any part of this Contract is supported or paid for with any state or federal funds granted to the PPB, the Contractor shall comply with all applicable grant requirements.

11.14. **Project Managers**. Each Party shall designate an employee or agent to act as a Project Manager. The Project Managers shall serve as a contact point for all matters related to the services to be performed under this Contract. The Contractor's Project Manager shall coordinate with the PPB's Project Manager, the Contractor shall provide the name and qualifications of its Project Manager and an alternate.

11.15. **Contract Administrator**. Each Party may designate an employee or agent to act as Contract Administrator. The PPB's Contract Administrator shall be responsible for such activities as monitoring deliverables and funding addressing the quality of services

provided by the Contractor, reviewing invoices and submitting requests to the PPB's procurement authority for any contract modification in accordance with Section 10.25 of this Contract.

11.16. **Dispute Resolution**. All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Managers and Contract Administrators for possible resolution. The Project Managers and Contract Administrators may promptly meet and confer in an effort to resolve such dispute. If the Project Managers cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Contract may meet promptly and confer in an effort to resolve such dispute.

11.17. **Access and Records**. Contractor will maintain accurate books and records in connection with the services provided under this Contract for thirty-six (36) months after end of this Contract, and provide the PPB with reasonable access to such book and records.

11.18. **Audit**. Contractor shall allow the PPB's Auditing Division, or an independent auditor hired by the PPB, to perform contract compliance audits with the authority to access all pertinent records and interview any Contractor Employee throughout the term of this Contract, and for a period of three years after final payment.

    10.18.1 Contractor shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the PPB within thirty (30) business days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report, and an action plan to resolve the audit findings. A copy of the Contractor's response will be included in the final report. Failure by the Contractor to respond in writing within 30 business days shall be deemed acceptance of the draft audit report, and will be noted in the final report.

11.19. **Technical Audit**. The PPB may, from time to time, above and beyond receipt of regular reports, metrics and program management status briefings, conduct a technical audit of Contractor at the PPB's expense. The PPB will provide Contractor with five (5) business days advance notice of such audits. On-site technical audits of Amazon data center locations are not permitted.

11.20. **Delegation/Subcontract/Assignment**. Neither Party shall delegate, assign, or sublicense any obligations or rights under this Contract without the prior written consent of the other. Any assignment or transfer in violation of this Section 10.20 shall be void.

    11.20.1. The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.

    11.20.2. Any approved assignment, delegation, or sublicense by the either Party, must include a requirement that the assignee, delegee, or subcontractor will comply

with the rights and obligations contained in this Contract.

11.20.3. The Contractor shall remain primarily liable for all work performed by any subcontractors. The Contractor shall remain liable to the PPB for any obligations under the Contract not completely performed by any Contractor delegee or subcontractor.

11.20.4. Should a Subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.

11.20.5. This Contract cannot be sold.

11.20.6. In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the PPB may declare this Contract null and void.

11.21. **Non Exclusive Contract**. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the PPB may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the PPB.

11.22. **No Implied Waiver**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

11.23. **Severability**. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the PPB harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the PPB.

11.24. **Captions**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and

any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.

11.25.   **Notices**. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail. This Section 10.24 will survive termination or expiration of this Contract.

   11.25.1. If notice is sent to the Contractor, it shall be addressed to the address stated on the first page of this Contract.

   11.25.2. If notice is sent to the PPB, it shall be addressed to the Contract Administrator stated on the signature page of this Contract.

   11.25.3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

11.26.   **Contract Modifications or Amendments**. Any modifications, amendments, rescissions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, rescission, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the PPB or other PPB Agent as authorized by the Oakland PPB Board of Commissioners.

11.27.   **Governing Laws/Consent to Jurisdiction and Venue**. This Contract shall be governed, interpreted, and enforced by the laws of the state ofthe PPB. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought inthe State Court or the United States District Court located in the state of the PPB, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

11.28.   **Entire Contract**. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. Contractor will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Contract (whether or not it would materially alter this Contract) and which is submitted by the PPB in any order, receipt, acceptance, confirmation, correspondence or other document. The PPB specifically objects to any change in terms and conditions which is different from or in addition to the provisions

of this Contract (whether or not it would materially alter this Contract) and which is submitted by Contractor in any order, receipt, acceptance, confirmation, correspondence or other document.

11.29. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts and may be transmitted electronically or by facsimile. Each Counterpart shall be an original and all of them shall constitute but one and the same instrument.

The undersigned executes this Contract on behalf of Contractor and the PPB, and by doing so legally obligates and binds Contractor and the PPB to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

SIGN:: _____   DATE:_____

_____ appeared in person before me this day and executed this Contract on behalf of Contractor and acknowledged to me under oath that they have taken all actions and secured any and all necessary approvals and authorizations and has the requisite authority from Contractor to fully and completely obligate and bind Contractor to the terms and conditions of this Contract and any and all other documents incorporated by reference and also acknowledged to me under oath having been provided with copies and having read and reviewed all Contract documents including all documents incorporated by reference.

Subscribed and sworn to before me on this _____day of _____, 20____.

_____

Notary Public, State of _____,
_____ County
My Commission Expires:_____
Acting in the County of _____

FOR THE PPB:

SIGN: _____   DATE:_____

EXHIBIT I

CONTRACTOR INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the PPB against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Independent Contractors; (f) Broad Form Contractual including coverage for obligations assumed in this Contract;

$1,000,000 – Each Occurrence Limit

$1,000,000 – Personal & Advertising Injury

$2,000,000 – Products & Completed Operations Aggregate Limit

$2,000,000 – General Aggregate Limit

$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than $500,000 each accident, $500,000 disease each employee, and $500,000 disease policy limit.

1. ☐ Fully Insured or State approved self-insurer.

2. ☐ Sole Proprietors must submit a signed Sole Proprietor form.

3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of $1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of $2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Supplemental Coverages (Required as Checked)

1. ☐ **Professional Liability/Errors & Omissions Insurance** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of $1,000,000 per claim and $1,000,000 aggregate.

2. ☐ **Commercial Property Insurance**. The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.

3. ☐ **Cyber Liability Insurance** with minimum limits of $1,000,000 per claim and $1,000,000 aggregate.

4. ☐ **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the PPB.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the PPB;

2. The insurance company(s) issuing the policy(s) shall have no recourse against the PPB for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the PPB;

3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;

4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on PPB property;

5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the PPB of Oakland and it officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;

6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;

7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the PPB's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and

8. All insurance carriers must be licensed and approved to do business in the State of the PPB and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the PPB.

EXHIBIT II

SCOPE OF CONTRACTOR'S SERVICES

1. **SCOPE**

   a) The prices, terms and conditions stated under this Scope of Work apply to initial and additional Professional Services and Cloud Services within the scope of this Contract.

   b) Additional Cloud Services available through this Contract are listed in Exhibit III.

   c) Contractor will provide services at the Contractor's facility and/or at locations identified by the County or an Additional User, as agreed to by the Parties.

   d) Review service order request from County and provide requirements and costs.

2. **COUNTY RESPONSIBILITIES**

   A. **ORDERING**

      i. County will use a blanket purchase order and individual purchase orders for ordering services under this Contract. Blanket Purchase Orders shall not extend beyond the end of the contract period unless agreed to by both Parties in writing; all services and delivery shall be made and the Contract terms and conditions shall continue in effect until the completion of the order.

      ii. County will send a service order containing detailed information, requirements and instructions to Contractor via email, after Contractor has reviewed the service order and sent County a quote with the costs and the requirements for obtaining the additional services, County will send a purchase order for the services it would like to receive..

   B. **INSPECTION OF SERVICES**

      i. Upon notification of service order completion by Contractor, County will inspect and verify compliance with order.

      ii. Following notice by Contractor that the service order has been completed, County shall have 30 days to review, test, and evaluate the work and inform the Contractor of its acceptance of the work as described in the Service Order, or conversely if the County reasonably believes that the work is not conforming to the service order, County will promptly notify Contractor and provide specific information about the deficiencies. Contractor shall have 7 days to fix, make repairs and bring the work into conformance. Notwithstanding the preceding sentence, if the non-conformance is the result of an incident that is beyond the Contractor's reasonable control, and, as result, Contractor cannot fix, make repairs or bring the work into conformance within 7 days, County will grant a

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reasonable extension of time.

iii.   Oakland County will designate an email address for receiving notices and reports identified in this scope of services and other reports that the Parties agree upon and will be responsible for reviewing and monitoring reports.

3.   CONTRACTOR RESPONSIBILITIES

A. DEPLOYMENT SERVICES

Contractor will provide deployment services including requirements validation, solution design, implementation, testing, acceptance and deployment. Deployment Service will be implemented as specified in service order.

a) Cloud Infrastructure Deployment

Cloud Infrastructure includes all the components necessary to provide a cloud computing platform. The core components are the cloud computing virtual environment represented by the Virtual Private Cloud, the compute instances, the various storage options, Wide Area Network Services and security.

i.   **VIRTUAL PRIVATE CLOUD (VPC):** Contractor will determine and validate requirements with County to design, develop, test, and deploy Virtual Private Cloud (VPC). Assign IP addresses, create Access Lists, configure Network Address Translation (NAT), create and configure optional gateways for Internet.

ii.   **COMPUTING**: Contractor will determine and validate requirements with County to design, develop, test, and deploy computing capacity.

iii.   **STORAGE**: Contractor will determine and validate requirements with County to design, develop, test, and deploy appropriate storage capacity.

iv.   **WAN SERVICES:** Contractor will validate requirements with County to design, develop, test, and deploy WAN optimization. Setup and configure cloud Wide Area Network (WAN) Services as requested.

v.   **BACKUP/ DR:** Contractor will design and implement backup, disaster recovery, and continuity of operations plans (COOP) as requested

vi.   **SECURITY:** Contractor will design and deploy Intrusion Detection Service (IDS), firewall, demilitarized zone (DMZ), penetration testing, andvanced threat protection (ATP), anti-malware, anti-virus, and integrated security.

vii.   **LICENSES:** Contractor will maintain current, valid software licenses for Cloud and on premise deployments for County and Additional Users described in the Contract including up-to-date maintenance and support contracts as agreed upon by the Parties following notice as specified in the ordering document. All products and services included in Exhibit III are licensed to Contractor. Any future deployments could include new products and services which are not included in Exhibit II and for which Contractor will, at its discretion, obtain necessary licenses. Categories of licensing maintained by Contractor include:

1. Any licensing native to the AWS infrastructure as deployed
2. Application licenses
3. WAN and Application Optimization
4. Storage, Backup, Archive and Disaster Recovery Software
5. Anti-Virus Software
6. Security Software

b) **Amazon Web Services (AWS) Application Platform Deployment**

Contractor deploys various types of application platforms in the cloud using AWS

infrastructure. Contractor will work with the County to determine requirements validation, design, implement, test, and deployment of applications.

i. **OPERATING SYSTEM (OS) IMAGES:** Contractor will prepare OS images as AMI (Amazon Machine Image). Based on Oakland County requirements, Contractor will validate software specifications requested, configure, test, and create AMI.

ii. **APPLICATION IMAGE BUILD:** Contractor will prepare servers, validate functionality, and create images for application deployment. Applications include core applications such as MS SharePoint and ancillary applications, such as Backup software, security software or other software as designated by the build and server request.

iii. **OPERATING SYSTEM DEPLOYMENT:** Contractor will deploy and configure the OS into the cloud computing environment, including server hardening.

c) **Application Deployment:**

Contractor will deploy applications into the cloud computing environment which may include AWS and non-AWS components.

d) **Hybrid Infrastructure Deployment:**

Contractor may be required to deploy hybrid based infrastructure that integrates both on-premise and cloud based platforms to boast efficiencies and leverage existing infrastructure. The hybrid deployments may consists of various different vendor components and licenses that may need to be sourced through this contract including but not limited to products listed in Exhibit III.

B. **OPERATIONS & MAINTENANCE SUPPORT:**

Contractor operations and maintenance support is intended to proactively monitor and facilitate the health and performance of the applications, infrastructure and third party value added tools and software that Contractor has implemented for County.

b. **General Description:**

i. **Management of Software Assurance Service:**
Management of Software Assurance Service includes Systems and Application software patching. Contractor will provide an active anti-virus service running at

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all times for protection against malicious software. The anti-virus service must check for updates daily and must automatically apply the updates as they are made available. Anti-Virus software must have scans enabled and perform these scans weekly. Anti-virus software must be able to detect, remove and protect against malicious software. Anti-Virus software must create audit logs that are retained.

Contractor will update the servers with the latest operating system security patches provided by the operating system manufacturer within 30 days of release. In the case of emergency and/or security patches, Contractor will notify Oakland County to discuss implementation schedule.

ii. **Backup and Disaster Recovery Operations:**
Contractor will develop an appropriate scheme for backup and restore of data. Contractor will perform continuous and periodic operations to support backup and DR contingency preparedness based upon a service order.

Contractor will restore data based on requests from the County. Method of restoration will be determined on a case by case basis and by agreement of engineers from the two parties. Example: speed of restoration and/or cost effectiveness might make restoration of an entire machine preferable to restoration of a single file.

a. **Data Backup Process and Commitment**

   i. Contractor will perform, at a minimum, daily backup during non-business hours on business days only. The County may alter schedule in accordance with its workload and business requirements by submitting a service order.
   ii. Contractor will provide reports of weekly restore testing.
   iii. Contractor will promptly rectify and notify County of any configuration or run time errors discovered.

iii. **Performance Monitoring and Reporting**
Contractor will perform continuous or periodic performance review of compute, storage, networking, and other resources. Contractor will provide a portal for on demand access to performance, Intrusion Detection Service (IDS) indicators and incident management data. Contractor will also provide automated monthly reports and ad-hoc reports on infrastructure performance, end user experience, including response times, as well as IDS indicators and incident management.

iv. **Security & Network Monitoring**
Access to County services and resources in the cloud are tightly controlled

through Amazon's Identity Access Management tool. Contractor will perform continuous IDS and incident management services. Contractor will notify Oakland County of any incidents immediately upon discovery via Oakland County Service Center (248-858-8812).

v. **Operations Specific Activities Related to Daily Operations:**
Contractor will:

1. Perform monthly test restores to validate backup and DR contingency preparedness.

2. Upon request from Oakland County, perform restore operations of data or infrastructure.

3. Notify Oakland County of any service interruptions outside of normal maintenance schedule.

4. Update any software that cannot be patched through automated functions on all hosted servers and workstations.

5. Verify computers, servers, and other infrastructure are correctly receiving/implementing updates.

6. Set up secure access for authorized users from computer, laptop, or a mobile device.

7. Diagnose why an authorized user can't access authorized service in (Exchange Email, SharePoint site, a web-site etc.)

8. Troubleshoot basic network incidents.

9. Inform users when there is scheduled maintenance of any system that may impact operations.

10. Proactively monitor IDS, firewall and remote connections in AWS.

11. Proactively patch AWS hosted workstation and server operating systems.

12. Proactively patch any AWS hosted Anti-virus installations.

13. Provide reporting based on customer request.

14. Provide incident after action report, and a prevention plan for the future for significant outages at customer request.

15. Provide Anti-malware scanning and incident management services.

16. Provide security configuration changes and updates requested by Oakland County or that are operationally necessary.

17. Facilitate scheduled annual penetration testing as standard security assurance and as part of security assurance requirements. Penetration tests may be performed through third parties who also provide test results to Contractor and the County.

18. Maintain certification and standards for FISMA, PCI, or HIPAA where required by service order. Contractor will employ standardized, industry best practices in maintaining certifications, controls and compliance.

b. **Unauthorized Access/Disclosure or Theft of County Data**. Contractor shall notify County immediately of becoming aware of an actual or suspected unauthorized access, disclosure, or theft of County Data. Contractor shall do the following: (1) take commercially reasonable measures to promptly cure the deficiencies relating to the security breach in order to secure County Data, and (2) comply with any applicable federal or state laws and regulations pertaining to unauthorized disclosures.

c. **Storage of County Data**. Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not and shall not permit Contractor Employees to store County Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide technical support.

C. **SUPPORT:**

All services in the scope of this Contract will be supported by Contractor's support team. County will provide list of authorized personnel to act as Points of Contact with Contractor. Support is intended to address County trouble tickets for incidents arising from Contractor and AWS hosted applications, infrastructure, servers and third party value-added applications and tools built into the public body deployment.

i. **Support Services**
Support services to be provided by Contractor will include:

a. County access to Contractor Support via dedicated telephone number and online ticket management program.

b. Review all County and Additional User tech support IT Help Tickets. Contractor will monitor and manage a customer-dedicated help queue in Ticketing System.

c. County and Contractor will use the severity levels in Table 1 (below) to determine the scope, extent and urgency of an incident:

d. County will include its estimate of the level of an incident's severity in its trouble ticket. Contractor will also evaluate the incident's level of severity. If the assessments differ by 2 or more levels, the County and Contractor will confer and establish a severity level.

e. Contractor will provide a manual or automated email receipt acknowledging an

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incident in accordance with the *Target Acknowledge Time* referenced in the table below. Contractor maintains a separate support number 24 hours a day, seven (7) days a week for critical and high priority incidents (Levels 1 and 2 in the table below) that arise after business hours. They will be acknowledged immediately upon Contractor Support receiving the incident notification.

f. Provide significant effort to resolve and remediate incidents in accordance with the *Target Resolution Time* referenced in the table below.

g. Troubleshoot any infrastructure or application incidents.

h. Provide weekly ticket reports.

i. Provide County Administrator password resets as needed.

j. Inform Oakland County Service Center when there is scheduled or unscheduled maintenance at AWS or on any other system that may impact operations.

TABLE 1: Severity Levels and Response

Priority	Response	Target Contractor opens a trouble ticket and first acknowledges incident within	Target Incident Resolution Time
1-Critical	Immediate and sustained effort using all necessary resources until resolved.	10 Minutes	1 Hour
2-High	Immediate assessment of situation. Engage appropriate resources as necessary to meet service level target.	30 Minutes	4 Hours
3-Normal	Respond using standard procedures to meet service level target.	2 Hours	2 Days
4-Low	Respond using standard procedures to meet service level target when resources become available.	8 Hours	5 Days

ii. **Support Procedures**
County and Additional Users should use the following procedures to report a service support incident to Contractor's Support Center.

Incidents requiring assistance must be reported to the Support Center, by the Points of Contact to the phone number, ticketing system, or email address provided below. Unless otherwise specified by the service order, the Support Center is staffed to provide support to the County during normal business hours of 8:30AM EST to 5:00PM EST, Monday through Friday, excluding holidays. The

Support Center can receive calls to report Service outages 24 hours a day, 7 days a week.

County will provide Contractor with a list of Points of Contact and methods for reaching the designated Point of Contact assigned to assist Contractor in addressing the trouble ticket.

TABLE 2: Contractor's Support Center Information

Support Center Phone Number	(844) 243-2053
Support Center Email Address	oakgov@yourstrategic.com

D. SERVICE COMMITMENTS

i. Amazon Elastic Compute Cloud ("EC2"). Contractor will use commercially reasonable efforts to make Amazon EC2 available with an Annual Uptime Percentage of at least 99.95% during the Service Year. In the event that Amazon EC2 does not meet the Annual Uptime Percentage commitment, the County will be eligible to receive a Service Credit, as described in Section 7.1.1 below.

a. Service Credits. If the Annual Uptime Percentage drops below 99.95% for the Service Year, the County is eligible to receive a Service Credit equal to 10% of their invoice for Amazon EC2 (excluding one-time payments made for Reserved Instances) for the Eligible Credit Period. The County may file a claim for service credit at any time that their Annual Uptime Percentage over the trailing 365 days drops below 99.95%. Contractor will apply any Service Credits only against the County's future Amazon EC2 payments otherwise due. Service Credits shall not entitle the County to any refund or other payment from Contractor. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Contract, the County's sole and exclusive remedy for any unavailability or non-performance of Amazon EC2 or other failure by Contractor to provide Amazon EC2 is the receipt of a Service Credit in accordance with the terms of this Section 7.1 or termination of the County's use of Amazon EC2.

b. Credit Request and Payment Procedures. To receive a Service Credit, the County must submit a request by sending an e-mail to: oakgov@yourstrategic.com. To be eligible, the credit request must (i) include your account number in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of Region Unavailable that the County claims to have experienced, including instance IDs of the instances that were running and affected during the time of each incident; (iii) include the County's server request logs that document

the errors and corroborate the County's claimed outage; and (iv) be received by Contractor within thirty (30) business days of the last reported incident contained in the County's claim. If the Annual Uptime Percentage of such request is confirmed by the Contractor and is less than 99.95% for the Service Year, then Contractor will issue the Service Credit to the County within one billing cycle following the month in which the request occurred. The County's failure to provide the request and other information as required in this section 7.1.2 will disqualify the County from receiving a Service Credit.

ii. **Amazon Simple Storage Service ("Amazon S3").** Contractor will use commercially reasonable efforts to make Amazon S3 available with a Monthly Uptime Percentage of at least 99.9% during any monthly billing cycle. In the event that Contractor does not meet the Service Commitment, the County will be eligible to receive a Service Credit as described in Section 7.2.1 below.

   a. **Service Credits.** Service Credits are calculated as a percentage of the total charges paid by the County for Amazon S3 for the billing cycle in which the error occurred. If the Monthly Uptime Percentage is equal to or greater than 99%, but less than 99.9%, the County will be entitled to a Service Credit of 10% of the total charges paid by the County for Amazon S3 for the billing cycle in which the error occurred. If the Monthly Uptime Percentage is less than 99%, the County will be entitled to a Service Credit of 25% of the total charges paid by the County for Amazon S3 for the billing cycle in which the error occurred. Contractor will apply any Service Credits only against the County's future Amazon S3 payments otherwise due. Service Credits shall not entitle the County to any refund or other payment from Contractor. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Contract, the County's sole and exclusive remedy for any unavailability or non-performance of Amazon S3 or other failure by Contractor to provide Amazon S3 is the receipt of a Service Credit in accordance with the terms of this Section 7.2 or termination of the County's use of Amazon S3.

   b. **Credit Request and Payment Procedures.** To receive a Service Credit, the County must submit a request by sending an e-mail to oakgov@yourstrategic.com. To be eligible, the credit request must (i) include your account number in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of non-zero Error Rates that the County claims to have experienced; (iii) include the County's server request logs that document the errors and corroborate the County's claimed outage; and (iv) be received by Contractor within ten (10) business days of the last reported incident contained in the County's claim. If the Monthly Uptime Percentage of such request is confirmed by the Contractor and is less than 99.9%, then Contractor will issue the Service Credit to the County within one billing cycle following the month in which the error occurred. The

County's failure to provide the request and other information as required in this section 7.2.2 will disqualify the County from receiving a Service Credit.

iii. **Contractor's Managed Services.** Contractor will use commercially reasonable efforts to make Contractor's Managed Services, as described in Exhibit II, available with a Monthly Uptime Percentage of at least 99.5% during any monthly billing cycle. In the event that Contractor does not meet the Service Commitment, the County will be eligible to receive a Service Credit as described in Section 7.3.1 below.

    a. **Service Credits.** Service Credits are calculated as a percentage of the total charges paid by the County for Contractor's Managed Services for the billing cycle in which the error occurred. If the Monthly Uptime Percentage is equal to or greater than 99.5%, but less than 99.9%, the County will be entitled to a Service Credit of 10% of the total charges paid by the County for Contractor Managed services for the billing cycle in which the error occurred. If the Monthly Uptime Percentage is less than 99%, the County will be entitled to a Service Credit of 15% of the total charges paid by the County for Contractor managed services for the billing cycle in which the error occurred. Contractor will apply any Service Credits only against the County's future Contractor Managed Services payments otherwise due. Service Credits shall not entitle the County to any refund or other payment from Contractor. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Contract, the County's sole and exclusive remedy for any unavailability or non-performance of Contractor Managed Services or other failure by Contractor to provide Contractor's Managed Services is the receipt of a Service Credit in accordance with the terms of this Section 7.3 or termination of the County's use of Contractor's Managed Services.

    b. **Credit Request and Payment Procedures.** To receive a Service Credit, the County must submit a request by sending an e-mail to oakgov@yourstrategic.com. To be eligible, the credit request must (i) include your account number in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of non-zero Error Rates that the County claims to have experienced; (iii) include the County's server request logs that document the errors and corroborate the County's claimed outage; and (iv) be received by Contractor within ten (10) business days of the last reported incident contained in the County's claim. If the Monthly Uptime Percentage of such request is confirmed by the Contractor and is less than 99.9%, then Contractor will issue the Service Credit to the County within one billing cycle following the month in which the error occurred. The County's failure to provide the request and other information as required in this section 7.3.2 will disqualify the County from receiving a Service Credit.

iv. **Exclusions.** The Service Commitments do not apply to any unavailability, suspension, termination or any other performance issues of Amazon EC2, Amazon S3 or Contractor's

Managed Services: (i) that result from a Temporary Suspension as described in Section 3 of this Contract; (ii) caused by factors outside of Contractor's reasonable control, including any force majeure event or Internet Access or related incidents beyond the demarcation point of Amazon EC2, Amazon S3 or Contractor's Managed Services; (iii) that result from any actions or inactions by the County or any third party; (iv) that result from the County's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Contractor's direct control); (v) that result from failures of individual instances not attributable to Region Unavailability of Amazon EC2; or (vi) arising from the suspension and termination of the County's right to use Amazon EC2, Amazon S3 or Managed Services in accordance with this Contract. If availability is impacted by factors other than those explicitly listed in this Contract, Contractor may issue a Service Credit considering such factors in our sole discretion.

E. **MANAGEMENT AND REPORTING**:
   Program Management:

   Contractor will provide best practice program controls, performance measures and reporting protocols. The program management structure will be established in writing at the outset of the engagement and amended as required throughout the life of the Contract. Specific management and reporting components will be determined in conjunction with County personnel, and could include:

   a. Monthly Status Conference Call to Deliver Status Report.
   b. Quarterly Service Level Agreement Assessment.
   c. Weekly Ticket Report via Email – Format and Reporting Elements
   d. Monthly Ticket Category by Location.
   e. Monthly Time to Resolution by Category.
   f. Monthly Time to Resolution by Category by Location.
   g. Monthly Ticket Trend Report
   h. Monthly Budget history and trend projections forward
   i. Monthly Customer Billing Reports

4. **PRICING**

   a) Contractor pricing for cloud implementation and ongoing operations and maintenance support is based on several factors including County requirements, complexity and degree of ongoing support required or requested by the County. All pricing on any purchase order or purchase order confirmation shall include the cost of maintenance and support for the identified services.

EXHIBIT III

CATALOGUE OF PRODUCTS AND SERVICES

The catalogue of products and services are being provided as a representation of what can be sourced and deployed though this contract. This list is not all inclusive and additional services or products that fall under public and private cloud/on-premise infrastructure solutions can be sourced by request of customer. Additional services include products and components for enterprise applications, storage solutions, backup and disaster recovery solutions and support cloud bursting capacity requirements. These products and components include Computing, Storage & Content Delivery, Networking, Security, Deployment and Management and Application Services.

AMAZON WEB SERVICES

COMPUTE
Amazon EC2
Amazon Elastic Compute Cloud (Amazon EC2) is a web service that provides resizable computing capacity—literally, servers in Amazon's data centers—that you use to build and host your software systems. For additional description see: http://aws.amazon.com/documentation/ec2/

Amazon EC2 Container Registry
Amazon EC2 Container Registry (ECR) is a fully-managed Docker container registry that makes it easy for developers to store, manage, and deploy Docker container images. For additional description see: http://aws.amazon.com/documentation/ecr/

Amazon EC2 Container Service
Amazon EC2 Container Service is a highly scalable, high- performance container management service that supports Docker containers and allows you to easily run distributed applications on For additional description see: http://aws.amazon.com/ecs/faqs/

AWS Elastic Beanstalk
AWS Elastic Beanstalk is an easy-to-use service for deploying and scaling web applications and services developed with Java, .NET, PHP, Node.js, Python, Ruby, Go, and Docker on familiar servers such as Apache, Nginx, Passenger, and IIS. For additional description see: https://aws.amazon.com/documentation/elastic-beanstalk/

AWS Lambda
AWS Lambda is a compute service that runs your code in response to events and automatically manages the compute resources for you, making it easy to build applications that respond

quickly to new information. For additional description see:
http://aws.amazon.com/documentation/lambda/

Auto Scaling

Auto Scaling is a web service designed to launch or terminate Amazon EC2 instances automatically based on user-defined policies, schedules, and health checks. For additional description see: http://aws.amazon.com/documentation/autoscaling/

Elastic Load Balancing

Elastic Load Balancing automatically distributes your incoming application traffic across multiple Amazon EC2 instances. For additional description see: http://aws.amazon.com/documentation/elasticloadbalancing/

NETWORKING
Amazon VPC

Amazon Virtual Private Cloud (Amazon VPC) enables you to launch AWS resources into a virtual network that you've defined. This virtual network closely resembles a traditional network that you'd operate in your own data center, with the benefits of using the scalable infrastructure of AWS. For additional description see: http://aws.amazon.com/documentation/vpc/

Amazon Route 53

Amazon Route 53 is a highly available and scalable Domain Name System (DNS) web service. For additional description see: http://aws.amazon.com/documentation/route53/

AWS Direct Connect

AWS Direct Connect links your internal network to an AWS Direct Connect location over a standard 1 GB or 10 GB Ethernet fibrotic cable. For additional description see: http://aws.amazon.com/documentation/directconnect/

STORAGE AND CONTENT DELIVERY
Amazon S3

Amazon Simple Storage Service (Amazon S3) is storage for the Internet. You can use Amazon S3 to store and retrieve any amount of data, at any time, from anywhere on the web. For additional description see: http://aws.amazon.com/documentation/s3/

Amazon Glacier

Amazon Glacier is a storage service optimized for infrequently used data, or "cold data." The service provides secure, durable, and extremely low-cost storage for data archiving and backup. With Amazon Glacier, you can store your data cost effectively for months, years, or even decades. For additional description see: http://aws.amazon.com/documentation/glacier/

Amazon EBS

Amazon Elastic Block Store (Amazon EBS) provides block-level storage volumes for use with Amazon EC2 instances. Amazon EBS volumes are highly available and reliable storage volumes that can be attached to any running instance that is in the same Availability Zone. For additional description see:
http://docs.aws.amazon.com/AWSEC2/latest/UserGuide/AmazonEBS.html

Amazon CloudFront

Amazon CloudFront is a content delivery web service. It integrates with other AWS cloud services to give developers and businesses an easy way to distribute content to end users with low latency, high data transfer speeds, and no commitments. For additional description see:
http://aws.amazon.com/documentation/cloudfront/

AWS Import/Export

AWS Import/Export accelerates transferring large amounts of data between the cloud and portable storage devices that you mail to us. AWS transfers data directly onto and off of your storage devices using Amazon's high-speed internal network. For additional description see:
http://aws.amazon.com/documentation/importexport/

AWS Storage Gateway

AWS Storage Gateway is a service that connects an on-premises software appliance with cloud-based storage to provide seamless and secure integration between your on-premises IT environment and AWS's storage infrastructure. For additional description see:
http://aws.amazon.com/documentation/storagegateway/

AWS Elastic File System

Amazon Elastic File System (Amazon EFS) provides simple, scalable file storage for use with Amazon EC2 instances in the AWS Cloud. Amazon EFS is easy to use and offers a simple interface that allows you to create and configure file systems quickly and easily. For additional description see: https://aws.amazon.com/documentation/efs/

DATABASES

Amazon RDS

Amazon Relational Database Service (Amazon RDS) is a web service that makes it easier to set up, operate, and scale a relational database in the cloud. It provides cost-efficient, resizable capacity for an industry-standard relational database and manages common database administration tasks. Database engines available through Amazon RDS include Amazon Aurora, MySQL, Oracle, Microsoft SQL Server, and PostgreSQL. For additional description see: http://aws.amazon.com/documentation/rds/

Amazon DynamoDB

Amazon DynamoDB is a fully managed NoSQL database service that provides fast and predictable performance with seamless scalability. You can use Amazon DynamoDB to create a database table that can store and retrieve any amount of data, and serve any level of request traffic. Amazon DynamoDB automatically spreads the data and traffic for the table over a sufficient number of servers to handle the request capacity specified by the customer and the amount of data stored, while maintaining consistent and fast performance. For additional description see: http://aws.amazon.com/documentation/dynamodb/

Amazon Redshift
Amazon Redshift is a fast, fully managed, petabyte-scale data warehouse solution that makes it simple and cost-effective to efficiently analyze all your data using your existing business intelligence tools. For additional description see: http://aws.amazon.com/documentation/redshift/

Amazon ElastiCache
Amazon ElastiCache is a web service that makes it easy to set up, manage, and scale distributed, in-memory cache environments in the cloud. It provides a high-performance, resizable, and cost-effective in-memory cache, while removing the complexity associated with deploying and managing a distributed cache environment. For additional description see: http://aws.amazon.com/documentation/elasticache/

AWS Database Migration Service
AWS Database Migration Service helps you migrate databases to AWS easily and securely. The source database remains fully operational during the migration, minimizing downtime to applications that rely on the database. For additional description see: https://aws.amazon.com/documentation/dms/

ANALYTICS
Amazon EMR
Amazon Elastic MapReduce (Amazon EMR) is a web service that makes it easy to process large amounts of data efficiently. Amazon EMR uses Hadoop processing combined with several AWS products to perform such tasks as web indexing, data mining, log file analysis, machine learning, scientific simulation, and data warehousing. For additional description see: http://aws.amazon.com/documentation/elasticmapreduce/

Amazon Kinesis
Amazon Kinesis is a managed service that scales elastically for real-time processing of streaming big data. The service takes in large streams of data records that can then be consumed in real time by multiple data processing applications that can be run on Amazon EC2 instances. The data processing applications use the Amazon Kinesis Client Library and are called "Amazon Kinesis applications." For additional description see:

http://aws.amazon.com/documentation/kinesis/

AWS Data Pipeline

AWS Data Pipeline is a web service that helps you reliably process and move data between different AWS compute and storage services as well as on-premises data sources at specified intervals. For additional description see: http://aws.amazon.com/documentation/data-pipeline/

Amazon Elasticsearch Service

Amazon Elasticsearch Service is a managed service that makes it easy to deploy, operate, and scale Elasticsearch in the AWS Cloud. Elasticsearch is a popular open-source search and analytics engine for use cases such as log analytics, real-time application monitoring, and click stream analytics. For additional description see: http://docs.aws.amazon.com/elasticsearch-service/latest/developerguide/what-is-amazon-elasticsearch-service.html

Amazon Machine Learning

Amazon Machine Learning is a service that makes it easy for developers of all skill levels to use machine learning technology. Amazon Machine Learning provides visualization tools and wizards that guide you through the process of creating machine learning (ML) models without having to learn complex ML algorithms and technology. For additional description see: https://aws.amazon.com/machine-learning/faqs/

Amazon QuickSight

Amazon QuickSight is a very fast, cloud-powered business intelligence (BI) service that makes it easy for all employees to build visualizations, perform ad-hoc analysis, and quickly get business insights from their data. For additional description see: https://aws.amazon.com/quicksight/faqs/

ADMINISTRATION AND IDENTITY
AWS Identity & Access Management

AWS Identity and Access Management (IAM) is a web service that enables AWS customers to manage users and user permissions in AWS. For additional description see: http://aws.amazon.com/documentation/iam/

AWS Directory Service

AWS Directory Service is a managed service that allows you to connect your AWS resources with an existing on-premises Microsoft Active Directory or to set up a new, stand-alone directory in the AWS cloud. For additional description see: http://aws.amazon.com/documentation/directory-service/

AWS CloudHSM

AWS CloudHSM provides secure cryptographic key storage to customers by making Hardware Security Modules (HSMs) available in the AWS cloud. For additional description see: http://aws.amazon.com/documentation/cloudhsm/

AWS Key Management Service
AWS Key Management Service (KMS) is a managed service that makes it easy for you to create and control the encryption keys used to encrypt your data and uses Hardware Security Modules (HSMs) to protect the security of your keys. AWS KMS is integrated with other AWS cloud services including Amazon EBS, Amazon S3, and Amazon Redshift. AWS KMS is also integrated with AWS CloudTrail to provide you with logs of all key usage to help meet your regulatory and compliance needs. For additional description see: http://aws.amazon.com/documentation/kms/

AWS Certificate Manager
AWS Certificate Manager is a service that lets you easily provision, manage, and deploy Secure Sockets Layer/Transport Layer Security (SSL/TLS) certificates for use with AWS services. For additional description see: https://aws.amazon.com/documentation/acm/

Amazon Inspector
Amazon Inspector is an automated security assessment service that helps improve the security and compliance of applications deployed on AWS. For additional description see: https://aws.amazon.com/documentation/inspector/

AWS WAF – Web Application Firewall
AWS WAF is a web application firewall that helps protect your web applications from common web exploits that could affect application availability, compromise security, or consume excessive resources. AWS WAF gives you control over which traffic to allow or block to your web applications by defining customizable web security rules. For additional description see: https://aws.amazon.com/waf/faq/

DEVELOPER TOOLS
AWS CodeCommit
AWS CodeCommit is a fully-managed source control service that makes it easy for companies to host secure and highly scalable private Git repositories. For additional description see: https://aws.amazon.com/documentation/codecommit/

AWS CodeDeploy
AWS CodeDeploy is a service that automates code deployments to any instance, including Amazon EC2 instances and instances running on-premises. For additional description see: http://aws.amazon.com/documentation/codedeploy/

AWS CodePipeline

AWS CodePipeline is a continuous delivery service for fast and reliable application updates. CodePipeline builds, tests, and deploys your code every time there is a code change, based on the release process models you define. For additional description see: https://aws.amazon.com/documentation/codepipeline/

AWS Command Line Interface

The AWS Command Line Interface (CLI) is a unified tool to manage your AWS services. With just one tool to download and configure, you can control multiple AWS services from the command line and automate them through scripts.   For additional description see: https://aws.amazon.com/documentation/cli/

MANAGEMENT TOOLS

Amazon CloudWatch

Amazon CloudWatch is a monitoring service for AWS cloud resources and the applications you run on AWS. You can use Amazon CloudWatch to collect and track metrics, collect and monitor log files, set alarms, and automatically react to changes in your AWS resources. For additional description see: https://aws.amazon.com/documentation/cloudwatch/

AWS CloudFormation

AWS CloudFormation gives developers and systems administrators an easy way to create and manage a collection of related AWS resources, provisioning and updating them in an orderly and predictable fashion. For additional description see: https://aws.amazon.com/cloudformation/faqs/

AWS CloudTrail

AWS CloudTrail is a web service that records AWS API calls for your account and delivers log files to you. The recorded information 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 AWS service. For additional description see: https://aws.amazon.com/documentation/cloudtrail/

AWS Config

AWS Config is a fully managed service that provides you with an AWS resource inventory, configuration history, and configuration change notifications to enable security and governance. For additional description see: http://aws.amazon.com/documentation/config

AWS Management Console

Access and manage Amazon Web Services through a simple and intuitive web-based user interface. You can also use the AWS Console mobile app to quickly view resources on the go. For additional description see: http://aws.amazon.com/documentation/

![Oakland County Michigan logo]

OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

COMPLIANCE OFFICE
PURCHASING

Compliance Office | Purchasing
248-858-0511 | purchasing@oakgov.com

AWS OpsWorks
AWS OpsWorks is a configuration management service that helps you configure and operate applications of all shapes and sizes using Chef. For additional description see: https://aws.amazon.com/documentation/opsworks/

AWS Service Catalog
AWS Service Catalog allows organizations to create and manage catalogs of IT services that are approved for use on AWS. These IT services can include everything from virtual machine images, servers, software, and databases to complete multi-tier application architectures. For additional description see: http://aws.amazon.com/documentation/servicecatalog/

AWS Application Discovery Service
AWS Application Discovery Service helps Systems Integrators quickly and reliably plan application migration projects by automatically identifying applications running in on-premises data centers, their associated dependencies, and their performance profile. For additional description see: https://aws.amazon.com/documentation/application-discovery/

AWS Trusted Advisor
An online resource to help you reduce cost, increase performance, and improve security by optimizing your AWS environment, Trusted Advisor provides real time guidance to help you provision your resources following AWS best practices.

INTERNET OF THINGS
AWS IoT
AWS IoT is a managed cloud platform that lets connected devices easily and securely interact with cloud applications and other devices. AWS IoT can support billions of devices and trillions of messages, and can process and route those messages to AWS endpoints and to other devices reliably and securely. For additional description see: https://aws.amazon.com/iot/faqs/

MOBILE SERVICES
AWS Mobile Hub
AWS Mobile Hub lets you easily add and configure features for your mobile apps, including user authentication, data storage, backend logic, push notifications, content delivery, and analytics. For additional description see: https://aws.amazon.com/mobile/getting-started/

Amazon API Gateway
Amazon API Gateway is a fully managed service that makes it easy for developers to create, publish, maintain, monitor, and secure APIs at any scale.   For additional description see: https://aws.amazon.com/api-gateway/faqs/

Amazon Cognito

Amazon Cognito lets you easily add user sign-up and sign-in to your mobile and web apps. With Amazon Cognito, you also have the options to authenticate users through social identity providers such as Facebook, Twitter, or Amazon, with SAML identity solutions, or by using your own identity system. For additional description see: http://aws.amazon.com/cognito/faqs

AWS Device Farm
AWS Device Farm allows the user to improve the quality of your iOS, Android, and web applications by testing against real phones and tablets in the AWS Cloud.

Amazon Mobile Analytics
With Amazon Mobile Analytics, you can measure app usage and app revenue. By tracking key trends such as new vs. returning users, app revenue, user retention, and custom in-app behavior events, you can make data-driven decisions to increase engagement and monetization for your app. For additional description see: https://aws.amazon.com/mobileanalytics/faqs/

AWS Mobile SDK
The AWS Mobile SDK helps you build high quality mobile apps quickly and easily. It provides easy access to a range of AWS services, including Amazon Lambda, S3, DynamoDB, Mobile Analytics, Machine Learning, Elastic Load balancing, Auto Scaling and more.

Amazon Simple Notification Service (SNS)
Amazon Simple Notification Service (SNS) delivers messages instantly to applications or users and eliminate polling in your apps. For additional description see: http://aws.amazon.com/sns/faqs/

APPLICATION SERVICES
Amazon AppStream
Amazon AppStream enables you to stream your existing Windows applications from the cloud, reaching more users on more devices, without code modifications. For additional description see: https://aws.amazon.com/appstream/faqs/

Amazon CloudSearch
Amazon CloudSearch is a managed service in the AWS Cloud that makes it simple and cost-effective to set up, manage, and scale a search solution for your website or application. For additional description see: https://aws.amazon.com/cloudsearch/faqs/

Amazon Elastic Transcoder
Amazon Elastic Transcoder is media transcoding in the cloud. It is designed to be a highly scalable, easy to use and a cost effective way for developers and businesses to convert (or "transcode") media files from their source format into versions that will playback on devices like smartphones, tablets and PCs. For additional description see: https://aws.amazon.com/documentation/elastictranscoder/

Amazon SES

Amazon Simple Email Service (Amazon SES) is a cost-effective email service built on the reliable and scalable infrastructure that Amazon.com developed to serve its own customer base. For additional description see: https://aws.amazon.com/documentation/ses/

Amazon Simple Queue Service (SQS)

Amazon Simple Queue Service (SQS) is a fast, reliable, scalable, fully managed message queuing service. SQS makes it simple and cost-effective to decouple the components of a cloud application. For additional description see: https://aws.amazon.com/documentation/sqs/

Amazon Simple Workflow Service (SWF)

Amazon SWF helps developers build, run, and scale background jobs that have parallel or sequential steps. You can think of Amazon SWF as a fully-managed state tracker and task coordinator in the Cloud. For additional description see: https://aws.amazon.com/documentation/swf/

ENTERPRISE APPLICATIONS
Amazon WorkSpaces

Amazon WorkSpaces is a full managed, secure desktop computing service which runs on the AWS cloud. Amazon WorkSpaces allows you to easily provision cloud-based virtual desktops and provide your users access to the documents, applications, and resources they need from any supported device, including Windows and Mac computers, Chromebooks, iPads, Kindle Fire tablets, and Android tablets. With just a few clicks in the AWS Management Console, you can deploy high-quality cloud desktops for any number of users at a cost that is competitive with traditional desktops and half the cost of most Virtual Desktop Infrastructure (VDI) solutions. For additional description see: https://aws.amazon.com/workspaces/resources/

Amazon WorkDocs

Amazon WorkDocs is a fully managed, secure enterprise storage and sharing service with strong administrative controls and feedback capabilities that improve user productivity. For additional description see: http://aws.amazon.com/documentation/workdocs/

Amazon WorkMail

Amazon WorkMail is a secure, managed business email and calendar service with support for existing desktop and mobile email clients. For additional description see: https://aws.amazon.com/workmail/documentation/

BARRACUDA
SECURITY
Barracuda Essentials for Office 365

Barracuda Essentials provides critical multi-layer security, archiving, and backup for Office 365 allowing organizations to prepare, migrate, and operate faster, safer, and more efficiently in Office 365.
For additional description see:
https://www.barracuda.com/assets/docs/dms/Barracuda_Essentials_Office_365_DS_US.pdf

Barracuda Email Security Gateway
Barracuda's Email Security Service protects your organization with comprehensive, scalable and affordable multi-layer security whether you use on-premises email or a cloud-hosted email system like Office 365. For additional description see:
https://www.barracuda.com/assets/docs/dms/Barracuda_Email_Security_Service_DS_US.pdf

Barracuda NextGen Firewall F
The Barracuda F-Series Firewall delivers scalable, efficient configuration and lifecycle management across dispersed networks, and performance to business-critical applications. For additional description see:
https://www.barracuda.com/assets/docs/dms/Barracuda_NextGen_Firewall_F_DS_US.pdf

Barracuda NextGen Firewall S
The S-Series is designed for companies that need to securely and cost-effectively connect large numbers of remote devices like Automated Teller Machines (ATMs), point-of-sale kiosks, wind power stations, networked industrial machines or even very small offices. For additional description see:
https://www.barracuda.com/assets/docs/dms/Barracuda_NextGen_Firewall_S_DS_US.pdf

Barracuda Web Application Firewall
The Barracuda Web Application Firewall is the ideal solution for organizations looking to protect web applications from data breaches and defacement. With the Barracuda Web Application Firewall, administrators do not need to wait for clean code or even know how an application works to secure their applications. For additional description see:
https://www.barracuda.com/assets/docs/dms/Barracuda_Web_Application_Firewall_DS_US.pdf

CudaCam
CudaCam is a complete cloud-based video surveillance solution that captures high quality video images in almost any situation and records to Barracuda's secure cloud. The video is automatically encrypted and can be viewed from any web browser or mobile device. For additional description see:

https://www.barracuda.com/assets/docs/dms/CudaCam_Overview_2016.pdf

STORAGE
Barracuda Backup
Barracuda Backup is a unified, cost-effective data protection solution for protecting physical, virtual, and SaaS environments. Simple to deploy and easy to manage, Barracuda Backup supports scalable retention and offsite disaster recovery to the Barracuda Cloud with Unlimited Cloud Storage or between sites for private replication. For additional description see: https://www.barracuda.com/assets/docs/dms/Barracuda_Backup_DS_US.pdf

Barracuda Message Archiver
The Barracuda Message Archiver is ideal for organizations looking to reduce their email storage requirements and boost user productivity with mobile or desktop access to any email ever sent or received. The cloud-connected appliance uses the Barracuda Cloud to move information to the cloud as a secondary tier of storage. For additional description see: https://www.barracuda.com/assets/docs/dms/Barracuda_Message_Archiver_DS_US.pdf

APPLICATION DELIVERY
Barracuda Load Balancer ADC
Barracuda Load Balancer ADC provides maximum flexibility for organizations looking to build highly secure and scalable application infrastructure, whether it's deployed on-premises or in the cloud. For additional description see: https://www.barracuda.com/assets/docs/dms/Barracuda_Load_Balancer_ADC_DS_US.pdf

MICROSOFT AZURE
COMPUTE
Microsoft Azure Virtual Machines
With support for Linux, Windows Server, SQL Server, Oracle, IBM, and SAP, Azure Virtual Machines gives you the flexibility of virtualization for a wide range of computing solutions—development and testing, running applications, and extending your datacenter. For additional description see: https://azure.microsoft.com/en-us/documentation/services/virtual-machines/

Microsoft Azure Virtual Machine Scale Set
Microsoft Azure Virtual Machine Scale Set will allow the user to auto scale their virtual machines for high availability. For additional description see: https://azure.microsoft.com/en-us/documentation/services/virtual-machine-scale-sets/

Microsoft Azure Cloud Services
Microsoft Azure Cloud Services allows the user to deploy highly-available, infinitely-scalable applications and APIs. For additional description see: https://azure.microsoft.com/enus/documentation/services/cloud-services/

Microsoft Azure Batch
Microsoft Azure Batch is a cloud-scale job scheduling and compute management platform.
https://azure.microsoft.com/en-us/documentation/services/batch/

Microsoft Azure RemoteApp
Microsoft Azure RemoteApp allows for app delivery from the cloud with no hassle. For additional description see: https://azure.microsoft.com/en-us/documentation/services/remoteapp/

Microsoft Azure Service Fabric
Microsoft Azure Service Fabric is a proven platform to build and operate while always staying scalable. For additional description see: https://azure.microsoft.com/en-us/documentation/services/service-fabric/

Microsoft Azure Container Service
Microsoft Azure Container Service allows the user to deploy and manage containers using the tools they choose.   For additional description see: https://azure.microsoft.com/en-us/documentation/services/container-service/

WEB & MOBILE
Microsoft Azure App Services
App Service is a cloud platform to build powerful web and mobile apps that connect to data anywhere, in the cloud or on-premises. For additional description see: https://azure.microsoft.com/en-us/documentation/services/app-service/

Microsoft Azure API Management
Microsoft Azure API Management allows the user to publish, manage, secure, and analyze their APIs in minutes. For additional description see: https://azure.microsoft.com/en-us/documentation/services/api-management/

Microsoft Azure Notification Hubs
Microsoft Azure Notification Hubs gives the user access to send push notifications to any platform from any backend with easy and limitless scalability. For additional description see: https://azure.microsoft.com/en-us/documentation/services/notification-hubs/

Microsoft Azure Mobile Engagement
Microsoft Azure Mobile Engagement enables the user to collect real-time analytics that highlight user behavior and increase app usage and user retention. For additional description see: https://azure.microsoft.com/en-us/documentation/services/mobile-engagement/

DATA & STORAGE

Microsoft Azure SQL Database

Microsoft Azure SQL Database makes building and managing apps easier and more productive. With built-in intelligence that learns app patterns and adapts to maximize performance, reliability, and data protection, SQL Database is database service built for developers. For additional description see: https://azure.microsoft.com/en-us/documentation/services/sql-database/

Microsoft Azure DocumentDB

Microsoft Azure DocumentDB is a NoSQL service for highly available, globally distributed apps—take full advantage of SQL and JavaScript without the hassles of other on-premises or virtual machine-based cloud options. For additional description see: https://azure.microsoft.com/en-us/documentation/services/documentdb/

Microsoft Azure Redis Cache

Microsoft Azure Redis Cache offers a high throughput, consistent low-latency data access to power fast, scalable Azure. For additional description see: https://azure.microsoft.com/en-us/documentation/services/redis-cache/

Microsoft Azure Storage

Microsoft Azure Storage stores and help protect your data. Get durable, highly available data storage across the globe and pay only for what you use. For additional description see: https://azure.microsoft.com/en-us/documentation/services/storage/

Microsoft Azure StorSimple

Microsoft Azure StorSimple is an enterprise hybrid cloud storage solution. For additional description see: https://azure.microsoft.com/en-us/documentation/services/storsimple/

Microsoft Azure Search

Microsoft Azure Search is a cloud search service for web and mobile app development. For additional description see: https://azure.microsoft.com/en-us/documentation/services/search/

INTELLIGENCE

Microsoft Azure Cortana Intelligence Suite

Microsoft Azure Cortana Intelligence Suite turns user data into intelligent action.

ANALYTICS

Microsoft Azure HDInsight

Microsoft Azure HDInsight is a Data Lake services that allows the user to easily scale while managing Apache Hadoop, Spark, R, HBase, and Storm cloud service. For additional description see: https://azure.microsoft.com/en-us/documentation/services/hdinsight/

Microsoft Azure Machine Learning

Microsoft Azure Machine Learning is a powerful cloud based analytics, now part of Cortana Intelligence Suite. For additional description see: https://azure.microsoft.com/en-us/documentation/services/machine-learning/

Microsoft Azure Stream Analytics

Microsoft Azure Stream Analytics performs real-time analytics for the user's Internet of Things solution while allowing for real-time stream processing in the cloud. For additional description see: https://azure.microsoft.com/en-us/documentation/services/stream-analytics/

Microsoft Azure Data Factory

Microsoft Azure Data Factory allows the user to compose and orchestrate data services at scale. For additional description see: https://azure.microsoft.com/en-us/documentation/services/data-factory/

Microsoft Azure Data Catalog

Microsoft Azure Data Catalog allows the user to spend less time looking for data and, more time getting value from it. For additional description see: https://azure.microsoft.com/en-us/documentation/services/data-catalog/

INTERNET OF THINGS
Microsoft Azure IoT Suite

Microsoft Azure IoT Suite allows users to capture and analyze untapped data to improve business results. For additional description see: https://azure.microsoft.com/en-us/documentation/suites/iot-suite/

Microsoft Azure Event Hubs

Microsoft Azure Event Hubs logs millions of events per second in near real time while also being a cloud-scale telemetry ingestion from websites, apps, and devices. For additional description see: https://azure.microsoft.com/en-us/documentation/services/event-hubs/

NETWORKING
Microsoft Azure Virtual Network

Microsoft Azure Virtual Network is a private network in the cloud that allows for the build of a hybrid infrastructure that the user can control.   For additional description see: https://azure.microsoft.com/en-us/documentation/services/virtual-network/

Microsoft Azure ExpressRoute

Microsoft Azure ExpressRoute is a faster, private connection to Azure. For additional description see: https://azure.microsoft.com/en-us/documentation/services/expressroute/

Microsoft Azure Traffic Manager

Microsoft Azure Traffic Manager improves overall app availability with automatic failover by geo-routing incoming traffic to you app. For additional description see: https://azure.microsoft.com/en-us/documentation/services/traffic-manager/

Microsoft Azure Load Balancer

Microsoft Azure Load Balancer delivers high availability and network performance to the user's applications. For additional description see: https://azure.microsoft.com/en-us/documentation/services/load-balancer/

Microsoft Azure VPN Gateway

Microsoft Azure VPN Gateway connects the user's interface to the cloud with easy to manage high-availability. For additional description see: https://azure.microsoft.com/en-us/documentation/services/vpn-gateway/

Microsoft Azure Application Gateway

Microsoft Azure Application Gateway is scalable, highly-available HTTP load balancing. For additional description see: https://azure.microsoft.com/en-us/documentation/services/application-gateway/

MEDIA & CDN

Microsoft Azure Media Services

Microsoft Azure Media Services is a cloud service for premium video workflows. For additional description see: https://azure.microsoft.com/en-us/documentation/services/media-services/

Microsoft Azure Content Delivery Network

Microsoft Azure Content Delivery Network allows for secure, reliable content delivery with broad global reach. For additional description see: https://azure.microsoft.com/en-us/documentation/services/cdn/

HYBRID INTEGRATION

Microsoft Azure BizTalk Services

Microsoft Azure BizTalk Services seamlessly integrates the enterprise and the cloud while offering quick startup with Hybrid Connections. For additional description see: https://azure.microsoft.com/en-us/documentation/services/biztalk-services/

Microsoft Azure Service Bus

Microsoft Azure Service Bus keeps apps and devices connected across private and public clouds. For additional description see: https://azure.microsoft.com/en-us/documentation/services/service-bus/

Microsoft Azure Backup

Microsoft Azure Backup is a simple and reliable cloud integrated backup as a service. For additional description see: https://azure.microsoft.com/en-us/documentation/services/backup/

Microsoft Azure Site Recovery

Microsoft Azure Site Recovery orchestrates the user's disaster recovery plan with automated protection and replication of Virtual Machines. For additional description see: https://azure.microsoft.com/en-us/documentation/services/site-recovery/

IDENTITY AND ACCESS MANAGEMENT

Microsoft Azure Active Directory

Microsoft Azure Active Directory allows for single sign-on to any cloud and on-premises web app allowing the user to monitor access management for the cloud. For additional description see: https://azure.microsoft.com/en-us/documentation/services/active-directory/

Microsoft Azure Multi-Factor Authentication

Microsoft Azure Multi-Factor Authentication is added security for the user's data and applications, without added hassles for the user. For additional description see: https://azure.microsoft.com/en-us/documentation/services/multi-factor-authentication/

DEVELOPER SERVICES

Microsoft Azure Visual Studio Team Services

Microsoft Azure Visual Studio Team Services are services to let teams share code, track work, and ship software, for any language, all in a single package. It's the perfect complement to your IDE. For additional description see: https://www.visualstudio.com/docs/overview

Microsoft Azure DevTest Labs

Microsoft Azure DevTest Labs is a fast, easy, and lean dev-test environment. For additional description see: https://azure.microsoft.com/en-us/services/devtest-lab/

Microsoft Azure HockeyApp

Microsoft Azure HockeyApp allows users to develop, distribute, and beta-test their mobile apps. For additional description see: http://support.hockeyapp.net/kb

Microsoft Azure Developer Tools

Microsoft Azure Developer Tools allows users to easily build, debug, deploy, diagnose, and manage multi-platform, scalable apps and services.

MANAGEMENT & SECURITY

Microsoft Azure Portal

Microsoft Azure Portal allows the user to build, manage, and monitor everything from simple web apps to complex cloud applications in a single, unified console.

Microsoft Azure Scheduler
Microsoft Azure Scheduler runs the user's jobs on simple or complex recurring schedules. For additional description see: https://azure.microsoft.com/en-us/documentation/services/scheduler/

Microsoft Azure Operations Management Suite
Microsoft Azure Operations Management Suite manages and protects the user's resources across on-premises datacenters and Azure. For additional description see: https://azure.microsoft.com/en-us/documentation/suites/operations-management-suite/

Microsoft Azure Automation
Microsoft Azure Automation simplifies cloud management with process automation. For additional description see: https://azure.microsoft.com/en-us/documentation/services/automation/

Microsoft Azure Log Analytics
Microsoft Azure Log Analytics is able to effortlessly collect, store, and analyze log data. For additional description see: https://azure.microsoft.com/en-us/documentation/services/log-analytics/

Microsoft Azure Key Vault
Microsoft Azure Key Vault safeguards cryptographic keys and other secrets used by cloud apps and services. For additional description see: https://azure.microsoft.com/en-us/documentation/services/key-vault/

IBM SOFTLAYER
<u>SERVERS</u>
Bare Metal Servers
SoftLayer bare metal servers provide the raw horsepower you demand for your processor-intensive and disk I/O-intensive workloads. These servers come with the most complete package of standard features and services. For additional description see: http://www.softlayer.com/bare-metal-servers

Virtual Servers
The cloud is not a commodity, and virtual servers aren't the same wherever you go. You expect any virtual cloud server to have speed of deployment, flexible scalability, and pay-as-you-go billing. For additional description see: http://www.softlayer.com/virtual-servers

POWER8 Servers
Combat your big data needs and manage your data-intensive workloads with SoftLayer POWER8 bare metal servers. Built on IBM OpenPOWER architecture, these servers combine high-performance, storage and I/O to focus on increasing volumes of data while maintaining system speed. For additional description see: http://www.softlayer.com/POWER-SERVERS

STORAGE

Object Storage
Easily archive, manage, and serve large amounts of unstructured data such as virtual machine images, media, and email archives with SoftLayer object storage—a robust, highly scalable object-based storage solution based on OpenStack Swift. For additional description see: http://www.softlayer.com/object-storage

Block Storage
Get local disk performance with SAN persistence, durability, and flexibility. Deploy block storage in volumes up to 12TB to increase the storage capacity available to your virtual or bare metal servers. For additional description see: http://www.softlayer.com/block-storage

File Storage
Connect your bare metal and virtual servers to durable, fast, and flexible NFS-based file storage. In this Network Attached Storage (NAS) environment, you have total control over your file shares function and perform. For additional description see: http://www.softlayer.com/File-storage

Backup
Keep identical copies of your most valuable asset—your data. No one expects data corruption or loss, but it is far less expensive to maintain a backup than to have to recreate it from scratch. For additional description see: http://www.softlayer.com/Backup

Content Delivery Network
When delivering content and rich media, having the least latency and the highest speed is key to an exceptional end user experience. We've partnered with EdgeCast to offer one of the world's fastest and most reliable content delivery networks. For additional description see: http://www.softlayer.com/content-delivery-network

NETWORKING

Load Balancing
Distribute traffic loads so that no single device gets overwhelmed. SoftLayer load balancing solutions allow configurability and flexibility to manage the traffic and resource usage of server nodes in your environment. For additional description see: http://www.softlayer.com/Load-balancing

![Oakland County Michigan logo]

OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

COMPLIANCE OFFICE
PURCHASING

Compliance Office | Purchasing
248-858-0511 | purchasing@oakgov.com

Network Appliances

Save the hassle of provisioning multiple hardware and software solutions to serve as routers, firewalls, and load balancers. Use software-defined networking solutions to create all-in-one network appliances. For additional description see: http://www.softlayer.com/network-appliances%20

Direct Link

Simplify, secure, and speed up data transfer between your private infrastructure and your SoftLayer services. Or create a new hybrid solution that leverages the best of your in-house resources and the SoftLayer platform. For additional description see: http://www.softlayer.com/Direct-Link

Domain Services

SoftLayer offers domain registration services complete with dedicated support staff, knowledgeable customer service, and reasonable prices, all delivered over a secure network. For additional description see: http://www.softlayer.com/DOMAIN-SERVICES

SECURITY

Firewalls

Firewalls are an important step in securing your SoftLayer environment (and all the information stored there) as well as preventing malicious activity from ever reaching your servers or end users. For additional description see: http://www.softlayer.com/Firewalls

SSL Certificates

Get peace of mind by securing your website against unauthorized interception of data. Secure Socket Layer (SSL) certificates provide a secure, encrypted connection between your site or application and your end user. For additional description see: http://www.softlayer.com/ssl-certificates

Compliance

Our compliance department works with independent auditors and third-party organizations to meet the industry's most stringent guidelines to provide you reports and information for your own compliance needs. For additional description see: http://www.softlayer.com/COMPLIANCE

DEVELOPER

The SoftLayer API

We don't just have an API. We started with the API, giving it more than 3,000 documented methods across 180 discrete services. Our internal management system and our customer portal was built specifically to use it. For additional description see: http://www.softlayer.com/API

Email Delivery

Avoid the time and cost of developing your own email delivery solution or licensing a third-party service. The SoftLayer email delivery service is a highly scalable email relay solution that integrates into applications and services on our platform. For additional description see: http://www.softlayer.com/email-delivery

Message Queue

Build scalability into your applications with cost-effective messaging and notification. Give your cloud-centric applications the flexibility that Internet-scale services require. For additional description see: http://www.softlayer.com/MESSAGE-QUEUE

Digital Transcoding

SoftLayer's transcoding service enables customers to convert audio or video assets into a wide range of sizes and formats optimized for content delivery. Conserve your own computing resources, and let us do the work. For additional description see: http://www.softlayer.com/digital-transcoding%20

SoftLayer Development Network

Our API provides direct control over every aspect of every SoftLayer service, as well as your SoftLayer customer account. And when we say every, we mean every. For additional description see: http://sldn.softlayer.com/

ADDITIONAL SOLUTIONS

EMAIL MIGRATION

SkyKick Cloud Migration Suite

SkyKick provides a cloud based migration solution for migrating mail and data between on-premise and cloud environments. The SkyKick Enterprise Migration planner makes it easy to discover, triage and configure multi-source, mixed protocol migration projects with thousands of users. For additional description see: https://www.skykick.com/migrate

HOSTED VOIP SOLUTIONS

RingCentral

RingCentral provides secure hosted cloud phone systems, workforce collaboration and contact center solutions. For additional description see: http://www.ringcentral.com/

Cisco HCS – Provided by Collab9

Cloud PBX systems offer a cost-effective alternative to legacy solutions. A Cloud PBX system from collab9 is offered via a pay-per-use, consumption-based model, so your business can upgrade as an Operational Expenditure (OPEX). The Cisco powered platform is integrated for a consistent experience across applications and devices; in a UCaaS scenario, voice, IM, presence, audio/video/web conferencing and customer platforms apps all communicating with ease.

ENDPOINT PROTECTION
McAfee Security Products
McAfee endpoint protection delivers powerful endpoint security to safeguard endpoints, servers, and mobile devices against cyber threats and attacks. For additional description see: http://www.mcafee.com/us/products/endpoint-protection/index.aspx

LOAD BALANCING
NGINX
NGINX is the world's most popular open source web server and load balancer for high-traffic sites, powering over 140 million properties. NGINX adds enterprise-ready features for HTTP, TCP, and UDP load balancing, such as session persistence, health checks, advanced monitoring, and management to give you the freedom to innovate without being constrained by infrastructure.: https://www.nginx.com/products/nginx-plus-aws/

NETWORK MONITORING
Strategic Cloud Services – PRTG
More than 150,000 administrators rely on PRTG Network Monitor every day to monitor their LANs, WANs, servers, websites, appliances, URLs, and more. PRTG Network Monitor runs on a Windows machine within your network, collecting various statistics from the machines, software, and devices which you designate. (It can also auto discover them, helping you map out your network.) It also retains the data so you can see historical performance, helping you react to changes.
https://www.paessler.com/prtg

ADDITIONAL CLOUD PROVIDERS

Adobe	Polycom
ATT	Red Hat
Avaya	Solarwinds
Cisco	Symantec
Check Point Software	Time Warner
Citrix	Trend Micro
Dell	Veeam Software
Google	Verizon
Hewlett Packard Enterprise (HPe)	VMware

EXHIBIT IV

ACCEPTABLE USE POLICY

This Acceptable Use Policy (this "**Policy**") describes prohibited uses of the cloud-based platform in connection with storage, applications and access of data records over the internet (**"Services"**) offered by   Strategic Communications, LLC ("**Strategic**," "**we**," "**us**," or "**our**"). The examples described   in this Policy are not exhaustive. Blue River may modify this Policy at any time by posting a revised version on the Blue River website, located at www.yourstrategic.com By using the Services, you agree   to the latest version of this Policy. If you violate this Policy or help others to do so, we may suspend or terminate your use of the Services.

1. **NO ILLEGAL, HARMFUL OR OFFENSIVE USE OR CONTENT**

You may not use, or encourage, promote or facilitate or instruct others to use, the Services for any illegal,   harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is   illegal, harmful or offensive. Prohibited activities or content include:

Illegal Activities. Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.

Harmful or Fraudulent Activities. Activities that may be harmful to others, our operations or reputation, including offering or disseminating fraudulent goods, services, schemes or promotions   (e.g., make-money fast schemes, ponzi and pyramid schemes, phishing or pharming), or engaging   in other deceptive practices.

Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.

Offensive Content. Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality,   or depicts non-consensual sex acts.

Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs or cancelbots.

2. **NO SECURITY VIOLATIONS**

You may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.

Interception. Monitoring of data or traffic on a System without permission.

Falsification of Origin. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

3. **NO NETWORK ABUSE**

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.

Denial of Service (DoS). Inundating a target with communications requests to the target either cannot respond to legitimate traffic or responds slowly that it becomes ineffective.

Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, broadcast attacks, or flooding techniques.

Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.

Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

4.   NO E-MAIL OR OTHER MESSAGE ABUSE

You will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

5.   OUR MONITORING AND ENFORCEMENT

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Services. We may investigate violations of this Policy or misuse of the Services; or remove, disable access to, or modify any content or resource that violates this Policy or any other agreement we have with   you for use of the Services.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also my cooperate with appropriate law enforcement agencies, regulators, or   other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing   network and systems information related to alleged violations of this Policy.

6.   REPORTING OF VIOLATIONS OF THIS POLICY

If you become aware of any violation of this Policy, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, please emal: cloud@yourstrategic.com

EXHIBIT V

BUSINESS ASSOCIATE AGREEMENT
(Health Insurance Portability and Accountability Act Requirements)

Exhibit II is a Business Associate Agreement between Contractor ("Business Associate") and the PPB ("Covered Entity"). This Exhibit is incorporated into the Contract and shall be hereinafter referred to as "Agreement." The purpose of this Agreement is to facilitate compliance with the Privacy and Security Rules and to facilitate compliance with HIPAA and the HITECH Amendment to HIPAA.

§1. **DEFINITIONS**. The following terms have the meanings set forth below for purposes of the Agreement, unless the context clearly indicates another meaning. Terms used but not otherwise defined in this Agreement have the same meaning as those terms in the Privacy Rule.

1.1 **Business Associate**. "Business Associate" means the Contractor.

1.2 **CFR**. "CFR" means the Code of Federal Regulations.

1.3 **Contract**. "Contract" means the document with the Purchasing Contract Number.

1.4 **Contractor**. "Contractor" means the entity or individual defined in the Contract and listed on the first page of this Contract.

1.5 **Covered Entity**. "Covered Entity" means the PPB as defined in the Contract.

1.6 **Designated Record Set**. "Designated Record Set" is defined in 45 CFR 164.501.

1.7 **Electronic Health Record**. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.8 **HIPAA**. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

1.9 **HITECH Amendment**. "HITECH Amendment" means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

1.10 **Individual**. "Individual" is defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in 45 CFR 164.502(g).

1.11   **Privacy Rule**. "Privacy Rule" means the privacy rule of HIPAA as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.12   **Protected Health Information**. "Protected Health Information" or "PHI" is defined in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.13   **Required By Law**. "Required By Law" is defined in 45 CFR 164.103.

1.14   **Secretary**. "Secretary" means the Secretary of the Department of Health and Human Services or his or her designee.

1.15   **Security Incident**. "Security Incident" is defined in 45 CFR 164.304.

1.16   **Security Rule**. "Security Rule" means the security standards and implementation specifications at 45 CFR part 160 and part 164, subpart C.

§2.   **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**.   Business Associate agrees to perform the obligations and activities described in this Section.

2.1   Business Associate understands that pursuant to the HITECH Amendment, it is subject to the HIPAA Privacy and Security Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate shall take all actions necessary to comply with the HIPAA Privacy and Security Rules for business associates as revised by the HITECH Amendment, including, but not limited to, the following: (a) Business Associate shall appoint a HIPAA privacy officer and a HIPAA security officer; (b) Business Associate shall establish policies and procedures to ensure compliance with the Privacy and Security Rules; (c) Business Associate shall train its workforce regarding the Privacy and Security Rules; (d) Business Associate shall enter into a privacy/security agreement with Covered Entity; (e) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI; and (f) Business Associate shall conduct a security risk analysis.

2.2   Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.

2.3   Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI. Business Associate shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule.

2.4   Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of law or this Agreement.

2.5   Business Associate shall report to Covered Entity any known Security Incident or any known use or disclosure of PHI not permitted by this Agreement.

2.6   Effective September 23, 2009 or the date this Agreement is signed, if later, Business Associate shall do the following in connection with the breach notification requirements of the HITECH Amendment:

2.6.1   If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay but no later than ten (10) calendar days after discovery. For this purpose, "discovery" means the first day on which the breach is known to Business Associate or should have been known by exercising reasonable diligence. Business Associate shall be deemed to have knowledge of a breach if the breach is known or should have been known by exercising reasonable diligence, to any person, other than the person committing the breach, who is an employee, officer, subcontractor, or other agent of Business Associate. The notification to Covered Entity shall include the following: (a) identification of each individual whose unsecured PHI has been breached or has reasonably believed to have been breached, and (b) any other available information in Business Associate's possession that the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

2.6.2   Notwithstanding the immediate preceding subsection, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor, or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

2.6.3   Where a breach of unsecured PHI involves more than five hundred (500) individuals and was committed by the Business Associate or its employee, officer, subcontractor, or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be

sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

2.6.4   Business Associate shall maintain a log of breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year, so that the Covered Entity may report breaches to the Secretary in accordance with 45 CFR 164.408. This requirement shall take effect with respect to breaches occurring on or after September 23, 2009.

2.7   Business Associate shall ensure that any agent or subcontractor to whom it provides PHI, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply to Business Associate with respect to such information. Business Associate shall ensure that any such agent or subcontractor implements reasonable and appropriate safeguards to protect Covered Entity's PHI.

2.8   Business Associate shall provide reasonable access, at the written request of Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed in writing by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

2.9   Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526.

2.10   Following receipt of a written request by Covered Entity, Business Associate shall make internal practices, books, and records reasonably available to the Secretary in order to determine Covered Entity's compliance with the Privacy Rule. The afore mentioned materials include policies and procedures and PHI relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

2.11   Business Associate shall document disclosures of PHI and information related to such disclosures, to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures PHI from an Electronic Health Record in accordance with the HITECH Amendment.

2.12   Following receipt of a written request by Covered Entity, Business Associate shall provide to Covered Entity or an Individual information collected in accordance with Section 2 to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective as of

January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

§3. **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.** Business Associate may use and disclose PHI as set forth in this Section.

3.1   Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. If no underlying service agreement exists between Covered Entity and Business Associate, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity for the purposes of payment, treatment, or health care operations as those terms are defined in the Privacy Rule, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3.2   Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.3   Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that: (a) the disclosed PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b) the person notifies the Business Associate of any known instances in which the confidentiality of the information has been breached.

3.4   Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.5   Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

§4. **OBLIGATIONS OF COVERED ENTITY.**

4.1   Covered Entity shall notify Business Associate of any limitation(s) of Covered Entity in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.2   Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

4.3   Covered Entity shall use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, the Contract, and the Privacy Rule, until such PHI is received by Business Associate, pursuant to any specifications set forth in any attachment to the Contract.

4.4   Covered Entity shall manage all users of the services including its qualified access, password restrictions, inactivity timeouts, downloads, and its ability to download and otherwise process PHI.

4.5   The Parties acknowledge that Covered Entity owns and controls its data.

4.6   Covered Entity shall provide Business Associate with a copy of its notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Business Associate's use or disclosure of PHI. Covered Entity shall provide Business Associate with any changes in or revocation of permission to use or disclose PHI, to the extent the changes or revocation may affect Business Associate's permitted or required uses or disclosures. To the extent that the changes or revocations may affect Business Associate's permitted use or disclosure of PHI, Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522. Covered Entity may effectuate any and all such notices of non-private information via posting on Covered Entity's web site.

§5.   **EFFECT OF TERMINATION**.

5.1   Except as provided in Section 5, upon termination of this Agreement or the Contract, for any reason, Business Associate shall return or destroy (at Covered Entity's request) all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.

5.2   If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon receipt of written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI, which shall be for a period of at least six (6) years.

§6   MISCELLANEOUS.

6.1   This Agreement is effective when the Contract is executed or when Business Associate becomes a Business Associate of Covered Entity and both Parties sign this Agreement, if later. However, certain provisions have special effective dates, as set forth herein or as set forth in HIPAA or the HITECH Amendment.

6.2   **Regulatory References**. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

6.3   **Amendment**. The Parties agree to take action to amend this Agreement as necessary for Covered Entity to comply with the Privacy and Security requirements of HIPAA. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

6.4   **Survival**. The respective rights and obligations of Business Associate and Covered Entity under this Agreement shall survive the termination of this Agreement and/or the Contract.