

**Master Cloud Service Agreement**  
**Service Attachment # 2**

**This Service Attachment** (the "Service Attachment"), is between GovDelivery, Inc. ("Service Provider") having an office at 408 St. Peter Street, Suite 600, Saint Paul, MN 55102, and the State of Ohio, through the Department of Administrative Services, Office of Information Technology ("the State"), having its principal place of business at 30 E. Broad Street, Floor 39, 3rd Floor, Columbus, OH 43215 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State. It amends that certain Master Cloud Services Agreement ("MCSA0031") between the Parties dated November 25, 2014.

**1. Definitions.**

The defined terms in the Master Cloud Services Agreement will have the same meanings in this Service Attachment as they do in the MCSA. There may be additional definitions contained herein.

**2. Services.**

**Overview.**

GovDelivery Communications Cloud helps public sector organizations transform their communications in order to impact mission goals, the GovDelivery Communications Cloud is an accessible and secure enterprise-class technology platform that supports Subscribing Entity needs with a full range of capabilities built on effective digital channels – email, text messaging, social media, and more. Services include:

- **Messaging** - Send emails, text messages, and post social media updates all from one consolidated platform.
- **Network** –transforms Subscribing Entity's ability to connect with more people by allowing thousands of organizations to work together to reach more people.
- **Automation** - Allows Subscribing Entity to conserve resources and improve organization efficiency.
- **Mobile** – Allows Subscribing Entity to reach more people where they're at using SMS/text message.
- **Social** - Makes Subscribing Entity's organization more social by promoting social content and sharing in new and more effective ways.
- **Insight** – Highlights the metrics required to improved communication performance.
- **Segmentation** - Allows Subscribing Entity to laser focus Subscribing Entity's digital communications on the right people.
- **Targeted Messaging** – is a unique automated 1 to 1 communication solution that makes critical, large-scale and SMS/text message communication between government agencies and the public more personal, effective and reliable.

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**Standard Service Features.**

**Messaging Module**

GovDelivery's comprehensive messaging tools allows the Subscribing Entity to create and send messages. GovDelivery can handle all types of messaging needs, from real-time automated distribution of alerts on specific topics to mass notifications during emergencies to pre-built.

**Capabilities Overview:**

- Send emails, text messages, and post social media updates all from one consolidated platform.
- Use prebuilt and branded templates, specifically designed to drive audience engagement.
- Trigger branded, automated messages to subscribers using updated web content, new blog posts, social media updates.
- Edit and approve communications prior to sending with permissions-based workflows.
- Reach the inbox with industry deliverability rates.

**Network Module**

To maintain the integrity of the Solution, subscribers added to Subscribing Entity's audience via the GovDelivery Network ("Network Subscribers") are available for use only while Subscribing Entity is under an active subscription with GovDelivery. Network Subscribers will not transfer to Subscribing Entity upon termination of any GovDelivery Contract. Subscribing Entity shall not use or transfer any of the Network Subscribers after termination of its contract with GovDelivery. All information related to Network Subscribers must be destroyed by Subscribing Entity within 30 calendar days of the Contract with GovDelivery terminating, unless provided for below.

During the last 10 calendar days of Subscribing Entity's Contract with GovDelivery, Subscribing Entity may send an opt-in email to Network Subscribers that shall include an explanation of Subscribing Entity's relationship with GovDelivery terminating and that the Network Subscribers may visit Subscribing Entity's website to subscribe to further updates from the Subscribing Entity in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Subscribing Entity upon termination.

**Automation Module**

Reduce printed mail and postage costs by streamlining Subscribing Entity's content distribution across email, text messages, and social media channels to conserve resources and improve organizational efficiency. Use automation tools to conserve resources and improve organizational efficiency.

**Capabilities Overview:**

- Send automatic multi-channel messages to Subscribing Entity's audience when content is updated on web properties.
- Create messages once; publish them anywhere.

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- Use templates and work flow rules to distribute messages automatically or after administrative approval.
- Benefit from a rich set of APIs to facilitate seamless integrations and serve a variety of functions.
- Build Subscribing Entity's audience and deliver content with prebuilt GovDelivery modules for Drupal, Wordpress, and Facebook.

GovDelivery's Automation Module allows Subscribing Entity to effectively deliver new information across a range of topics and desired actions.

**Mobile Module**

Communicate with Subscribing Entity's stakeholders at any location by delivering messages directly to their mobile devices. The full suite of mobile tools, allows Subscribing Entities to reach people anytime.

**Capabilities Overview:**

- Designed sign-up pages.
- Text-to-Subscribe allows new subscribers to register for updates via text message.
- Mobile-enabled email offers opportunities to deliver content to mobile devices.
- Targeted direct text messaging capabilities complement email and other channels.

**Social Module**

Leverage social networks to strengthen the Subscribing Entity's direct connections and amplify social content by promoting and sharing in more effective ways. Drive traffic to social content by consuming content from social media and automatically promote it to your most active audience.

**Capabilities Overview:**

- Drive more traffic to social content by consuming content from Twitter, YouTube, Tumblr, Flickr and others to send it out to your most active audience.
- Allow your audience to share messages across social media channels to expand your reach.
- Cross-post content to social media when sending out by email and text message.
- Leverage social accounts by offering social sign-up options and applications that augment outreach tactics.

**Segmentation Module**

Target specific members of Subscribing Entity's audience for engagement and messaging. Customize subscriber questions to segment the audience and tailor messages to be more relevant and actionable. Target specific members of your audience for engagement and messaging.

**Capabilities Overview:**

- Offer a large number of relevant subscription topics for tailoring messaging to the public's interests.
- Customize subscriber questions, such as zip code, school district, homeownership

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status, or more, to segment Subscribing Entity's audience and tailor messages to be relevant and actionable.

- Filter message recipients on criteria such as previous recipient activity, such as opens or clicks of previous messages.
- Run A/B tests to optimize your content for engagement.

GovDelivery's Segmentation Module allows you to focus your digital communications on the right people.

**Insight Module**

Improve communications by measuring the impact of what Subscribing Entity is doing with a analytics dashboard that helps better understand what types of content resonate with the intended audience. Gaining insight into the success of your organization's communication strategies allows continuous improvement.

**Capabilities Overview:**

- Access a complete Account Performance Report with high-level metrics that show audience growth and engagement over time.
- Automatically deliver valuable metrics to key internal stakeholders and management with report sharing functionalities.
- See all messages across your organization in one system with detailed analytics (opens, clicks, etc.) to track and demonstrate communications value.
- Utilize GovDelivery's communications and outreach experts to conduct deeper analyses that can map communications to program or mission goals for greater impact.

GovDelivery's Insight Module highlights the metrics required to improved communication performance.

**Standard Inclusions**

- Unlimited email sends, subscribers, and support to upload and migrate existing email lists
- Full customization of signup and email templates
- Access to an active partnership with the GovDelivery Network
- Access to standard capabilities in Messaging, Automation, Network, Social, Mobile, Segmentation, and Insight Modules. 24/7 emergency support in addition to training and Client Success Consultant support
- Access to 500,000 text messages (Direct SMS) per year

**Optional Service Features.**

**Targeted Messaging**

Targeted Messaging provides features for high-priority messages requiring delivery confirmation and delivery of time-sensitive material. Examples include confirmation notices, bills/statements, property tax reminders and acceptance requests. Targeted Messaging provides confirmed email and SMS/text message delivery notification, reliable and rapid delivery, and detailed tracking. It will also allow Subscribing Entity to view reports identifying communication status (open time and date) and actions taken (click through) by recipients.

**Capabilities Overview:**

- Integrates with the existing technology infra-structure via secure APIs.

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- Includes text or HTML formatting capabilities.
- Tracks emails and SMS/text messages for click-through and open rates, so the agency can verify who is receiving and opening their time-sensitive communications.
- Has access to a secure and scalable infrastructure.
- Provides real-time resolution services (blocked emails).
- Option of . receiving confirmation notices, bills/statements, and acceptance of a request in their email inbox rather than waiting for statements to be received via USPS.
- Personalized documents with direct links to respond online.
- Certified delivery of email and SMS/text message confirmations and reminders.

**Provision of Services.** The Service Provider will make the Services available to the Subscribing Entities pursuant to the Agreement, this Service Attachment, and the applicable Order Forms during each Order Term. The State agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by the Service Provider regarding future functionality or features.

**The Service Provider Responsibilities.**—The Service Provider must: (i) provide the Service Provider’s basic support for the Services to the Subscribing Entities at no additional charge, and/or upgraded support if available and if purchased, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which the Service Provider must give at least 8 hours notice via the Services and which the Service Provider must schedule, or (b) any unavailability covered by the Agreement’s Excusable Delay clause or by the Service Level section later herein, and (iii) provide the Services in full accordance with applicable laws and government regulations.

**3. Fees and Payment**

**Fee Structure.**

**Pricing- Ohio Department of Education 2015**

	<u>Standard Price</u>
Total One Time Setup Cost:	\$7,312.50
Total Base Year Annual Cost:	\$48,750.00
<b>Total Cost for Period of Performance:</b>	<b>\$56,062.50</b>

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**Important Notes**

**Tiered/Discounted Pricing with Professional Services Rates**

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**2014 & 2015 Tiered Pricing**

**Tier 1 - First 10 State Agency, Board or Commission to sign up for GovDelivery's Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$80,000	25%	\$60,000
1,000,000	1,999,999	\$65,000	25%	\$48,750
500,000	999,999	\$51,600	25%	\$38,700
250,000	499,999	\$35,088	25%	\$26,316
100,000	249,999	\$23,856	25%	\$17,892
50,000	99,999	\$16,224	25%	\$12,168
25,000	49,999	\$12,500	25%	\$9,375
<	24,999	\$8,500	25%	\$6,375

**Tier 2 -11th, 12th and 13th State Agency, Board or Commission to sign up for GovDelivery's Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$80,000	28%	\$57,600
1,000,000	1,999,999	\$65,000	28%	\$46,800
500,000	999,999	\$51,600	28%	\$37,152
250,000	499,999	\$35,088	28%	\$25,263
100,000	249,999	\$23,856	28%	\$17,176
50,000	99,999	\$16,224	28%	\$11,681
25,000	49,999	\$12,500	28%	\$9,000
<	24,999	\$8,500	28%	\$6,120

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<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$80,000	31%	\$55,200
1,000,000	1,999,999	\$65,000	31%	\$44,850
500,000	999,999	\$51,600	31%	\$35,604
250,000	499,999	\$35,088	31%	\$24,211
100,000	249,999	\$23,856	31%	\$16,461
50,000	99,999	\$16,224	31%	\$11,195
25,000	49,999	\$12,500	31%	\$8,625
<	24,999	\$8,500	31%	\$5,865

**Tier 4 -17th, 18th and 19th State Agency, Board or Commission to sign up for GovDelivery's Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$80,000	34%	\$52,800
1,000,000	1,999,999	\$65,000	34%	\$42,900
500,000	999,999	\$51,600	34%	\$34,056
250,000	499,999	\$35,088	34%	\$23,158
100,000	249,999	\$23,856	34%	\$15,745
50,000	99,999	\$16,224	34%	\$10,708
25,000	49,999	\$12,500	34%	\$8,250
<	24,999	\$8,500	34%	\$5,610

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**Tier 5 -20th, 21st and 22nd State Agency, Board or Commission to sign up  
for GovDelivery's Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$80,000	37%	\$50,400
1,000,000	1,999,999	\$65,000	37%	\$40,950
500,000	999,999	\$51,600	37%	\$32,508
250,000	499,999	\$35,088	37%	\$22,105
100,000	249,999	\$23,856	37%	\$15,029
50,000	99,999	\$16,224	37%	\$10,221
25,000	49,999	\$12,500	37%	\$7,875
<	24,999	\$8,500	37%	\$5,355

**Tier 6 -23rd, 24th and 25th State Agency, Board or Commission to sign up  
for GovDelivery's Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$80,000	40%	\$48,000
1,000,000	1,999,999	\$65,000	40%	\$39,000
500,000	999,999	\$51,600	40%	\$30,960
250,000	499,999	\$35,088	40%	\$21,053
100,000	249,999	\$23,856	40%	\$14,314
50,000	99,999	\$16,224	40%	\$9,734
25,000	49,999	\$12,500	40%	\$7,500
<	24,999	\$8,500	40%	\$5,100

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**Tier 7 -26th, 27th, and 28th State Agency, Board or Commission to sign up for GovDelivery's Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$80,000	43%	\$45,600
1,000,000	1,999,999	\$65,000	43%	\$37,050
500,000	999,999	\$51,600	43%	\$29,412
250,000	499,999	\$35,088	43%	\$20,000
100,000	249,999	\$23,856	43%	\$13,598
50,000	99,999	\$16,224	43%	\$9,248
25,000	49,999	\$12,500	43%	\$7,125
<	24,999	\$8,500	43%	\$4,845

**Tier 8 -Remaining State Agency, Board or Commission to sign up for GovDelivery's Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$80,000	46%	\$43,200
1,000,000	1,999,999	\$65,000	46%	\$35,100
500,000	999,999	\$51,600	46%	\$27,864
250,000	499,999	\$35,088	46%	\$18,948
100,000	249,999	\$23,856	46%	\$12,882
50,000	99,999	\$16,224	46%	\$8,761
25,000	49,999	\$12,500	46%	\$6,750
<	24,999	\$8,500	46%	\$4,590

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**2016 Tiered Pricing**

**Tier 1 - First 10 State Agency, Board or Commission to sign up for GovDelivery's Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$84,000	25%	\$63,000
1,000,000	1,999,999	\$68,250	25%	\$51,188
500,000	999,999	\$54,180	25%	\$40,635
250,000	499,999	\$36,842	25%	\$27,632
100,000	249,999	\$25,049	25%	\$18,787
50,000	99,999	\$17,035	25%	\$12,776
25,000	49,999	\$13,125	25%	\$9,844
<	24,999	\$8,925	25%	\$6,694

**Tier 2 -11th, 12th and 13th State Agency, Board or Commission to sign up for GovDelivery's Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>		<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$84,000	28%	\$60,480
1,000,000	1,999,999	\$68,250	28%	\$49,140
500,000	999,999	\$54,180	28%	\$39,010
250,000	499,999	\$36,842	28%	\$26,527
100,000	249,999	\$25,049	28%	\$18,035
50,000	99,999	\$17,035	28%	\$12,265
25,000	49,999	\$13,125	28%	\$9,450
<	24,999	\$8,925	28%	\$6,426

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**Tier 3 -14th, 15th and 16th State Agency, Board or Commission to sign up for GovDelivery's Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$84,000	31%	\$57,960
1,000,000	1,999,999	\$68,250	31%	\$47,093
500,000	999,999	\$54,180	31%	\$37,384
250,000	499,999	\$36,842	31%	\$25,421
100,000	249,999	\$25,049	31%	\$17,284
50,000	99,999	\$17,035	31%	\$11,754
25,000	49,999	\$13,125	31%	\$9,056
<	24,999	\$8,925	31%	\$6,158

**Tier 4 -17th, 18th and 19th State Agency, Board or Commission to sign up for GovDelivery's Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$84,000	34%	\$55,440
1,000,000	1,999,999	\$68,250	34%	\$45,045
500,000	999,999	\$54,180	34%	\$35,759
250,000	499,999	\$36,842	34%	\$24,316
100,000	249,999	\$25,049	34%	\$16,532
50,000	99,999	\$17,035	34%	\$11,243
25,000	49,999	\$13,125	34%	\$8,663
<	24,999	\$8,925	34%	\$5,891

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**Tier 5 -20th, 21st and 22nd State Agency, Board or Commission to sign up for GovDelivery'  
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<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$84,000	37%	\$52,920
1,000,000	1,999,999	\$68,250	37%	\$42,998
500,000	999,999	\$54,180	37%	\$34,133
250,000	499,999	\$36,842	37%	\$23,211
100,000	249,999	\$25,049	37%	\$15,781
50,000	99,999	\$17,035	37%	\$10,732
25,000	49,999	\$13,125	37%	\$8,269
<	24,999	\$8,925	37%	\$5,623

**Tier 6 -23rd, 24th and 25th State Agency, Board or Commission to sign up for GovDelivery'  
Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$84,000	40%	\$50,400
1,000,000	1,999,999	\$68,250	40%	\$40,950
500,000	999,999	\$54,180	40%	\$32,508
250,000	499,999	\$36,842	40%	\$22,105
100,000	249,999	\$25,049	40%	\$15,029
50,000	99,999	\$17,035	40%	\$10,221
25,000	49,999	\$13,125	40%	\$7,875
<	24,999	\$8,925	40%	\$5,355

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**Tier 7 -26th, 27th, and 28th State Agency, Board or Commission to sign up for GovDelivery' Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
Users		Annual Commercial Fee	Percent Discount	Annual Agency Fee
From	To			
2,000,000	>	\$84,000	43%	\$47,880
1,000,000	1,999,999	\$68,250	43%	\$38,903
500,000	999,999	\$54,180	43%	\$30,883
250,000	499,999	\$36,842	43%	\$21,000
100,000	249,999	\$25,049	43%	\$14,278
50,000	99,999	\$17,035	43%	\$9,710
25,000	49,999	\$13,125	43%	\$7,481
<	24,999	\$8,925	43%	\$5,087

**Tier 8 -Remaining State Agency, Board or Commission to sign up for GovDelivery's Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
Users		Annual Commercial Fee	Percent Discount	Annual Agency Fee
From	To			
2,000,000	>	\$84,000	46%	\$45,360
1,000,000	1,999,999	\$68,250	46%	\$36,855
500,000	999,999	\$54,180	46%	\$29,257
250,000	499,999	\$36,842	46%	\$19,895
100,000	249,999	\$25,049	46%	\$13,526
50,000	99,999	\$17,035	46%	\$9,199
25,000	49,999	\$13,125	46%	\$7,088
<	24,999	\$8,925	46%	\$4,820

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**2017 Tiered Pricing**

**Tier 1 - First 10 State Agency, Board or Commission to sign up for GovDelivery's Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$88,200	25%	\$66,150
1,000,000	1,999,999	\$71,663	25%	\$53,747
500,000	999,999	\$56,889	25%	\$42,667
250,000	499,999	\$38,685	25%	\$29,013
100,000	249,999	\$26,301	25%	\$19,726
50,000	99,999	\$17,887	25%	\$13,415
25,000	49,999	\$13,781	25%	\$10,336
<	24,999	\$9,371	25%	\$7,028

**Tier 2 -11th, 12th and 13th State Agency, Board or Commission to sign up for GovDelivery's Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$88,200	28%	\$63,504
1,000,000	1,999,999	\$71,663	28%	\$51,597
500,000	999,999	\$56,889	28%	\$40,960
250,000	499,999	\$38,685	28%	\$27,853
100,000	249,999	\$26,301	28%	\$18,937
50,000	99,999	\$17,887	28%	\$12,879
25,000	49,999	\$13,781	28%	\$9,923
<	24,999	\$9,371	28%	\$6,747

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**Tier 3 -14th, 15th and 16th State Agency, Board or Commission to sign up for GovDelivery:  
Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$88,200	31%	\$60,858
1,000,000	1,999,999	\$71,663	31%	\$49,447
500,000	999,999	\$56,889	31%	\$39,253
250,000	499,999	\$38,685	31%	\$26,692
100,000	249,999	\$26,301	31%	\$18,148
50,000	99,999	\$17,887	31%	\$12,342
25,000	49,999	\$13,781	31%	\$9,509
<	24,999	\$9,371	31%	\$6,466

**Tier 4 -17th, 18th and 19th State Agency, Board or Commission to sign up for GovDelivery:  
Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$88,200	34%	\$58,212
1,000,000	1,999,999	\$71,663	34%	\$47,297
500,000	999,999	\$56,889	34%	\$37,547
250,000	499,999	\$38,685	34%	\$25,532
100,000	249,999	\$26,301	34%	\$17,359
50,000	99,999	\$17,887	34%	\$11,805
25,000	49,999	\$13,781	34%	\$9,096
<	24,999	\$9,371	34%	\$6,185

**Master Cloud Service Agreement  
Service Attachment # 2**

**Tier 5 -20th, 21st and 22nd State Agency, Board or Commission to sign up for GovDelivery's Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$88,200	37%	\$55,566
1,000,000	1,999,999	\$71,663	37%	\$45,147
500,000	999,999	\$56,889	37%	\$35,840
250,000	499,999	\$38,685	37%	\$24,371
100,000	249,999	\$26,301	37%	\$16,570
50,000	99,999	\$17,887	37%	\$11,269
25,000	49,999	\$13,781	37%	\$8,682
<	24,999	\$9,371	37%	\$5,904

**Tier 6 -23rd, 24th and 25th State Agency, Board or Commission to sign up for GovDelivery's Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
<b>Users</b>		<b>Annual Commercial Fee</b>	<b>Percent Discount</b>	<b>Annual Agency Fee</b>
<b>From</b>	<b>To</b>			
2,000,000	>	\$88,200	40%	\$52,920
1,000,000	1,999,999	\$71,663	40%	\$42,998
500,000	999,999	\$56,889	40%	\$34,133
250,000	499,999	\$38,685	40%	\$23,211
100,000	249,999	\$26,301	40%	\$15,781
50,000	99,999	\$17,887	40%	\$10,732
25,000	49,999	\$13,781	40%	\$8,269
<	24,999	\$9,371	40%	\$5,623

**Master Cloud Service Agreement  
Service Attachment # 2**

**Tier 7 -26th, 27th, and 28th State Agency, Board or Commission to sign up for GovDelivery's  
Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
Users		Annual Commercial Fee	Percent Discount	Annual Agency Fee
From	To			
2,000,000	>	\$88,200	43%	\$50,274
1,000,000	1,999,999	\$71,663	43%	\$40,848
500,000	999,999	\$56,889	43%	\$32,427
250,000	499,999	\$38,685	43%	\$22,050
100,000	249,999	\$26,301	43%	\$14,992
50,000	99,999	\$17,887	43%	\$10,196
25,000	49,999	\$13,781	43%	\$7,855
<	24,999	\$9,371	43%	\$5,342

**Tier 8 -Remaining State Agency, Board or Commission to sign up for GovDelivery's  
Communication Cloud Service**

<b>Pricing Per Agency (Visits to a Web Site)</b>				
Users		Annual Commercial Fee	Percent Discount	Annual Agency Fee
From	To			
2,000,000	>	\$88,200	46%	\$47,628
1,000,000	1,999,999	\$71,663	46%	\$38,698
500,000	999,999	\$56,889	46%	\$30,720
250,000	499,999	\$38,685	46%	\$20,890
100,000	249,999	\$26,301	46%	\$14,203
50,000	99,999	\$17,887	46%	\$9,659
25,000	49,999	\$13,781	46%	\$7,442
<	24,999	\$9,371	46%	\$5,060

**Targeted Messaging**

<b>Email Targeted Messaging Pricing</b>			
One-time Setup Fee	Annual Package Plan	Annual Transactions	Total Annual Price
\$5,510	Tier 1	100,000	\$5,701.05
	Tier 2	250,000	\$10,716.12

**Master Cloud Service Agreement  
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Tier 3	500,000	\$16,114.35
Tier 4	1,000,000	\$24,231.78
Tier 5	2,000,000	\$27,398.00
Tier 6	4,000,000	\$41,200.00
Tier 7	8,000,000	\$61,800.00

- If the number of transactions exceeds the amount noted in this proposal by 25%, then pricing will reflect the next higher tier. GovDelivery will notify the client of such a change.

<b>SMS/text Pricing</b>		
<b>Transactions Annual Volume</b>	<b>Annual License Fee</b>	<b>Select Tier</b>
0 – 500,000	\$5,000	<input type="checkbox"/>
500,001 – 1,000,000	\$10,000	<input type="checkbox"/>
1,000,001 – 3,000,000	\$22,500	<input type="checkbox"/>
3,000,001 – 5,000,000	\$25,000	<input type="checkbox"/>
5,000,001 – 10,000,000	\$40,000	<input type="checkbox"/>

- Additional Pricing Tiers for SMS Capacity (above original 500,000 SMS transactions per agency).
- The above tiered pricing applies for both direct SMS/text and SMS/text being used for Targeted Messaging.
- SMS/text are based on annual usage and cannot be carried over to the next year.

**Fees.** The Subscribing Entities will pay all fees specified in a contract or purchase order that is processed through the State’s Ordering System and will be subject to the terms of the Agreement. Except as otherwise specified herein or in an Order Form, fees are based on Services purchased and not actual usage. For avoidance of doubt, unless specified elsewhere in an Order Form, the fees are fixed for the awarded term of the specific Order Form or purchase order.

Any terms and conditions that are within an Order Form that conflicts with the Master Cloud Service Agreement (MCSA) or the Service Attachment (SA), the MCSA and SA will prevail.

There will be no setup fee for those Subscribing Entities transitioning to this Service Attachment. Current GovDelivery Customer’s subscription fee will be adjusted to the associated Tier Level upon renewal.

All other Terms and Conditions will remain the same as in the agreed upon Service Attachment. See Section 6 regarding renewal fee increases.

New GovDelivery Customer’s will pay a One-time setup fee which is 15% of the Tier 1 Pricing and includes the following services:

**Master Cloud Service Agreement  
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**System Setup Services**

- Setup of up to 50 active administrators (minimum) and up to 50 per 1 million in potential visits over 1 million
- Site analysis and recommendations of where to add GovDelivery functionality
- Subscription functionality based on web publishing process
- Technical assistance with placement of HTML links to subscription functionality
- Unlimited online administration tools and training for staff
- Setup coordination from client services

**Standard Inclusions**

- Unlimited subscription topics and unlimited subscribers and support to upload and migrate existing email lists
- Unlimited email sends with industry-leading delivery to the inbox and management of all bounces
- Subscriber topics: up to 100 topics for all accounts and up to 100 additional topics (also known as, subscription lists) per 1 million in potential users after 1 million.
- Social media integration
- Full customization of signup and email templates
- Access to and active partner in the GovDelivery Network
- Access to standard capabilities in Messaging, Automation, Network, Social, Mobile, Segmentation, and Insight Modules.
- 24/7 emergency support
- Training and Client Success Consultant support
- Access to 500,000 text messages (Direct SMS) per agency per year
- Secure and reliable application hosting

The above tiered pricing is based on the number of Visits for the state and is measured prior to implementation. Visits are defined by the number of unique visits to the website on a quarterly basis. The number of unique visits is reported by a commercially validated tool.

The Subscribing Entities will pay all fees specified in all Order Forms hereunder, subject to the terms of the Agreement. Except as otherwise specified herein or in an Order Form, fees are based on Services purchased and not actual usage, and the number of Object subscriptions (e.g., the number of users) purchased cannot be decreased during the relevant Order Term, except as provided in the Agreement. For avoidance of doubt, unless specified elsewhere in an Order Form, the fees are fixed for the awarded term of the specific Order Form or purchase order.

Any terms and conditions that are within an Order Form that conflicts with the Master Cloud Service Agreement (MCSA) or the Service Attachment (SA), the MCSA and SA will prevail.

**Master Cloud Service Agreement**  
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**Invoicing and Payment.** One-time setup fees and the annual subscription fee are invoiced upfront or will be invoiced in accordance with the Order Form and the Agreement. The Subscribing Entity is responsible for providing complete and accurate billing and contact information to the Service Provider and notifying the Service Provider of any changes to such information. No Order Form may specify a subscription term not identified and priced in this Attachment. Nor may it cover any billable services not listed in this Service Attachment as a Service.

After 90 days, the Service Provider may suspend the delinquent Subscribing Entity's access to the unpaid Services until all delinquent amounts are paid, notwithstanding the prohibition against self-help provided for elsewhere in the Agreement, but the Service Provider may not do so if the Subscribing Entity is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

#### **4. Proprietary Rights**

**Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, the Service Provider reserves all rights, title, and interest in and to the Services, including all related intellectual property rights. No rights are granted to the State or Subscribing Entities hereunder other than as expressly set forth herein or elsewhere in the Agreement.

**Restrictions.** Subscribing Entities will not intentionally permit any third party to access the Services, except as permitted herein or in an Order Form, create derivative works based on the Services except as permitted herein or elsewhere in the Agreement, reverse engineer the Services, or access the Services to build a competitive product or service or to copy any features, functions, or graphics of the Services. Nothing herein prohibits a Subscribing Entity from porting and hosting Generated Code, as defined in this Agreement, to other sites to support its own business purposes during and after any term of an Order.

**State Applications and Code.** If a Subscribing Entity, a third party acting on a Subscribing Entity's behalf, or a user creates applications or program code using the Services, such will be part of the Subscribing Entity's Data. The Subscribing Entity authorizes the Service Provider to host, copy, transmit, display, and adapt such applications and program code, solely as necessary for the Service Provider to provide the Services in accordance with this Agreement. Subject to the above, the Service Provider acquires no right, title or interest from the Subscribing Entity or its licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein, and the Subscribing Entity is entitled to port, use, and host such anywhere.

**Subscribing Entity Data.** Subject to the limited rights granted by a Subscribing Entity hereunder, the Service Provider acquires no right, title, or interest from a Subscribing Entity or its licensors under this Agreement in or to the Subscribing Entity Data, including any intellectual property rights therein.

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**5. Service Levels**

**SLAs for the Services.** This Agreement includes SLAs that will be used to monitor and manage the Service Provider's performance of Services. The minimum SLAs are listed below, but the Service Provider may supplement them with additional SLAs that are generally applicable to its other Services customers, so long as those additional SLAs cover parameters not addressed in the below SLAs or are more stringent than those listed below. Modifications to the SLAs provided below may only be made by the written agreement of the State and the Service Provider, except with respect to SLAs the Service Provider offers generally to other customers that are more stringent or in addition to those below.

**Availability.** "Availability" or "Available" means the Subscribing Entity's users are able to access a Service and use all material features and functions of the Service effectively and efficiently and the Service meets all the SLAs contained in this Attachment. "Unavailable" or "Unavailability" means the Subscribing Entity's users are unable to access the Service or use all the Service's features and functions effectively and efficiently or they do not otherwise meet all SLAs in this Service Attachment, subject to the following:

A Service may be inaccessible to a Subscribing Entity's users during scheduled downtime, generally on Saturday evening between the hours of 10 p. m. and 2 a.m. Eastern with a 5 day notice of when downtime is going to occur. The Service Provider may change the scheduled downtime to other non-business hours upon reasonable notice to the affected Subscribing Entities. Scheduled downtime will not be considered times when the Services are Unavailable.

In addition to scheduled downtime, the following will not be considered times when a Service is Unavailable:

- (i) Outages resulting from a Subscribing Entity's equipment or its Internet service provider;
- (ii) A Subscribing Entity's negligence or breach of its material obligations under this Agreement; and
- (iii) Excusable Delays, as provided for and handled in accordance with the Agreement.

**SLA Credits.**

The "Target Availability Level" is the Service's Availability Level that the Service Provider plans to meet or exceed during each calendar month. The "Service Availability Level" is the number of hours during a particular period that the Service was Available to the Subscribing Entity, excluding scheduled downtime permitted above, divided by the total number of hours during such period. The Target Availability Level is provided in the next section.

The Service Provider must actively monitor and report to the State and each Subscribing Entity any and all Unavailability of a Service monthly, along with reasonable details regarding such Unavailability. The Service Provider also must provide each Subscribing Entity that uses the Service a credit within 30 days of any calendar month in which the Service Availability Level is below the Target Availability Level, calculated as set forth herein.

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Any such credits must be paid to the Subscribing Entity within 30 days after the month in which the Service Provider fails to meet the Target Availability Level.

If the Service Provider fails to meet the Target Availability Level for three consecutive calendar months, any affected Subscribing Entity may terminate any or all Orders for that Service for cause.

**Specific SLAs.**

The Target Availability Level is 99.9% in any calendar month. For a Service to be considered Available, the following parameters also must be met:

**Technical support.** GovDelivery agrees to provide Subscribing Entity with complete technical support. Regular support will be available during regular business hours, Monday-Friday; via email or toll-free telephone call, covering all issues. Emergency support will be available 24x7; via toll-free telephone call. Emergency issues include only those issues that are preventing effective use of the system; other issues must be addressed during business hours. - Use-based questions should be directed to Subscribing Entity's account manager who will escalate questions to technical personnel as necessary. The Subscribing Entity will have after-hours access to GovDelivery customer service.

**Help-desk options.** GovDelivery agrees to provide Subscribing Entity with complete help-desk support for administrators and end-users (optional, but at no charge). Regular support will be available during regular business hours, Monday-Friday; via email or toll-free telephone call, covering all issues. Support will be available 24x7 via toll-free telephone call. The first step in fielding a general support or maintenance issue is with the account manager who will escalate issues to technical personnel as necessary. The Subscribing Entity can contact the account manager by email or phone and the Subscribing Entity can allow end-users to contact the account manager directly by email.

**Downtime Policy.**

GovDelivery has historically achieved over 99.9% availability of its website and services. GovDelivery will provide credit to Subscribing Entity's account if availability of the GovDelivery website and the Services provided through the website ever falls below 99.9% in any given month. Website availability is defined as the ability of users to access the GovDelivery website and the Services via the Internet. If occurrences of Downtime occur GovDelivery will credit the Customer's account based on the following schedule:

0-8.76 hours per year: No credit  
8.77 to 12 hours per year: 1 day credit  
Over 12 hours to 48 hours per year: 1 week's credit  
Over 48 hours to 96 hours per year: 2 week's credit  
Over 96 hours per year: 1 month credit

A Site Outage is continuous website unavailability, as determined through URL monitoring (HTTP). This monitoring is conducted by GovDelivery utilizing industry-standard monitoring tools. Information regarding Site Outages will be available at [status.govdelivery.com](http://status.govdelivery.com) and a

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report provided on an as-requested basis up to once per quarter. Any one Site Outages in any given calendar month that is corrected within ten (10) minutes of the start will not be considered Downtime. Notwithstanding the foregoing, the Subscribing Entity shall not be entitled and shall not receive any Outage Credit for web site unavailability due to planned or routine maintenance (limited to 2 hours per week and is typically conducted on Saturday evenings) or acts of force majeure (which shall include any circumstances beyond GovDelivery's reasonable control, including but not limited to, acts of God, labor strikes and other labor disturbances, power surges or failures). In no event shall any credit for a particular month exceed the Subscribing Entity's then-current monthly recurring charges for one month of services provided under this Agreement. GovDelivery shall have the ability to determine in its reasonable discretion whether Downtime has actually occurred.

Scheduled maintenance typically occurs every 30 days with average downtime required being less than 30 minutes. Total scheduled downtime for the year will not typically exceed 20 hours.

## **6. Terms and Termination**

**Term of Subscriptions.** Subscriptions commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein, subject to relevant provisions in the MCSA, such as termination and the non-appropriation provisions. Should a Subscribing Entity elect to renew a subscription, provided this Agreement remains in effect or is renewed, the renewal will be at the Subscribing Entity's option and will be for the same or greater discount from list as the subscription being renewed and under the same terms and conditions, unless a change in governmental law, rules, or regulations requires a modification, in which case the Parties will in good faith negotiate the modifications necessitated by such a change in governmental law, rules, or regulations.

## **7. Miscellaneous**

### **Return of Subscribing Entity Data**

At no additional cost to the Subscribing Entity, upon request made at anytime during a Service term or within 90 days after the effective date of termination or expiration of a Subscribing Entity's Order for that Service, the Service Provider will make available to the Subscribing Entity for download its Subscribing Entity Data covered by that terminated or expired Service, including any Generated Files, in native format or any other format the Subscribing Entity reasonably requests within one day of the request and at no additional charge to the Subscribing Entity. After such 90-day period, the Service Provider will have no obligation to maintain the Subscribing Entity Data covered by an expired Service Order and must thereafter, unless legally prohibited, delete the applicable Subscribing Entity Data in its systems or otherwise in its possession or under its control.

Any Service Provider travel must be preapproved and will be paid at Ohio OBM rates.

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In Witness Whereof, the Parties have executed this Service Attachment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

SERVICE PROVIDER

STATE OF OHIO,  
DEPARTMENT OF  
ADMINISTRATIVE SERVICES

Mike Pearson  
Signature

Stuart Davis  
Signature

Mike Pearson  
Printed Name

STUART DAVIS  
Printed Name

VP Government Solutions  
Title

STATE Chief Information Officer  
Title

1/29/30  
Date

1/29/15  
Effective Date

41-1941088  
Federal Tax ID

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Service Attachment # 2**



**JOHN R. KASICH  
GOVERNOR  
STATE OF OHIO**

**Executive Order 2011-12K**

Governing the Expenditure  
of Public Funds for Offshore Services

**WHEREAS**, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

**WHEREAS**, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

**WHEREAS**, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

**NOW THEREFORE**, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:
  - a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
    - i. Reflect this Order's prohibition on the purchase of offshore services.

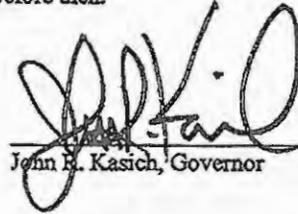
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- ii. Require service providers or prospective service providers to:
    - 1. Affirm that they understand and will abide by the requirements of this Order.
    - 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
    - 3. Disclose the location(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
    - 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
    - 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contracts.
  - b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
    - i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
    - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
  - c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.
  - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
  - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
  - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.
5. Executive Order 2010-09S is hereby rescinded.

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I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.



  
\_\_\_\_\_  
John R. Kasich, Governor

ATTEST:

\_\_\_\_\_  
Jon Husted, Secretary of State

Master Cloud Service Agreement  
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STANDARD AFFIRMATION AND DISCLOSURE FORM  
EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Service Provider affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Service Provider and any of its subcontractors will perform no Services requested under this Agreement outside of the United States.

The Service Provider will provide all the name(s) and location(s) where Services under this Agreement will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Service Provider to sanctions. If the Service Provider will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Service Provider:

408 ST PETER #600  
(Address)

ST PAUL, MN. 55102  
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

N/A  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where Services will be performed by Service Provider:

408 ST PETER #600  
(Address)

ST. PAUL MN 55102  
(City, State, Zip)

Name/Location where Services will be performed by subcontractor(s):

N/A  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Service Provider:

408 ST. PETER #600  
(Address)

ST PAUL, MN 55102  
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

N/A

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Service Provider also affirms, understands and agrees that Service Provider and its subService Providers are under a duty to disclose to the State any change or shift in location of Services performed by Service Provider or its subcontractors before, during and after execution of any Agreement with the State. Service Provider agrees it will so notify the State immediately of any such change or shift in location of its Services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Service Provider to perform the Services outside the United States.

On behalf of the Service Provider, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Agreement that Service Provider may enter into with the State and is incorporated therein.

By: Mil H. Pearson  
Service Provider

Print Name: MILIC PEARSON

Title: VP GOVERNMENT SOLUTIONS

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Date: 1/26/15