

**Master Cloud Service Agreement
Service Attachment # 1**

This Service Attachment (the "Service Attachment"), is between Skyhigh Networks, Inc. ("Service Provider") having an office at 900 East Hamilton Avenue, Suite 400, Campbell, CA 95008, 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, 40th 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 ("MCSA") between the Parties dated 1/12/16.

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 and Standard Service Features.

SKYHIGH FOR SALES CLOUD

Skyhigh for Sales Cloud is a comprehensive security, compliance and governance solution for the cloud-based Salesforce applications. With Skyhigh for Salesforce, customers can enforce data loss prevention policies, view policy violations, detect anomalous activity indicative of insider threats and compromised accounts, capture a detailed audit trail of user and admin activity, and enforce access control policies.

SKYHIGH FOR FORCE.COM APP - INTERNAL USERS

Skyhigh for Force.com APP is a comprehensive security, compliance and governance solution for the cloud-based Force.com applications. With Skyhigh for Force.com APP, customers can enforce data loss prevention policies, view policy violations, detect anomalous activity indicative of insider threats and compromised accounts, capture a detailed audit trail of user and admin activity, and enforce access control policies.

SKYHIGH FOR PARTNER COMMUNITIES - NAMED USERS

Skyhigh for Partner Communities is a comprehensive security, compliance and governance solution for the cloud-based Salesforce applications. With Skyhigh for Partner Communities, customers can enforce data loss prevention policies, view policy violations, detect anomalous activity indicative of insider threats and compromised accounts, capture a detailed audit trail of user and admin activity, and enforce access control policies.

SKYHIGH FOR CHATTER

Skyhigh for Chatter is a comprehensive security, compliance and governance solution for the cloud-based Salesforce applications. With Skyhigh for Chatter, customers can enforce data loss prevention policies, view policy violations, detect anomalous activity indicative of insider threats and compromised accounts, capture a detailed audit trail of user and admin activity, and enforce access control policies.

SKYHIGH FOR SERVICE CLOUD

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Skyhigh for Service Cloud is a comprehensive security, compliance and governance solution for the cloud-based Salesforce applications. With Skyhigh for Service Cloud, customers can enforce data loss prevention policies, view policy violations, detect anomalous activity indicative of insider threats and compromised accounts, capture a detailed audit trail of user and admin activity, and enforce access control policies.

SKYHIGH FOR [FORCE.COM](https://www.force.com) APP - EXTERNAL USERS

Skyhigh for Force.com App is a comprehensive security, compliance and governance solution for the cloud-based Salesforce applications. With Skyhigh for Force.com App, customers can enforce data loss prevention policies, view policy violations, detect anomalous activity indicative of insider threats and compromised accounts, capture a detailed audit trail of user and admin activity, and enforce access control policies.

SKYHIGH FOR PARTNER COMMUNITIES - MONTHLY LOGINS

Skyhigh for Partner Communities is a comprehensive security, compliance and governance solution for the cloud-based Salesforce applications. With Skyhigh for Partner Communities, customers can enforce data loss prevention policies, view policy violations, detect anomalous activity indicative of insider threats and compromised accounts, capture a detailed audit trail of user and admin activity, and enforce access control policies.

SKYHIGH FOR PARTNER COMMUNITIES - MONTHLY LOGINS - Advanced Edition

Skyhigh for Partner Communities is a comprehensive security, compliance and governance solution for the cloud-based Salesforce applications. With Skyhigh for Partner Communities, customers can encrypt sensitive data using enterprise-controlled keys for both structured and unstructured data, enable function-preserving encryption to preserve end-user functionality such as search and sort, enforce data loss prevention policies, view policy violations, detect anomalous activity indicative of insider threats and compromised accounts, capture a detailed audit trail of user and admin activity, and enforce access control policies.

SKYHIGH FOR BOX

Skyhigh for BOX is a comprehensive security, compliance and governance solution for the cloud-based BOX storage and collaboration. With Skyhigh for BOX, customers can enforce data loss prevention policies, view policy violations, enforce data sharing policies, perform on-demand scan, detect anomalous activity indicative of insider threats and compromised accounts, capture a detailed audit trail of user and admin activity, and enforce access control policies.

SKYHIGH FOR SHAREPOINT AND ONEDRIVE – ADVANCED EDITION

Skyhigh for SharePoint and OneDrive is a security, compliance and governance solution for the cloud-based Microsoft SharePoint and OneDrive applications. With Skyhigh for SharePoint and OneDrive, customers can encrypt sensitive data using enterprise-controlled keys, enforce data loss prevention policies, view policy violations, detect anomalous activity indicative of insider threats and compromised accounts, capture a detailed audit trail of user and admin activity, and enforce access control policies.

SKYHIGH FOR O365 – SHAREPOINT, ONEDRIVE, AND YAMMER - Advanced Edition

Skyhigh for O365 – Sharepoint, OneDrive and Yammer is a bundled SKU that includes Sharepoint, OneDrive and Yammer. Please see the individual descriptions for Skyhigh for Sharepoint and OneDrive – Advanced Edition, and Skyhigh for Yammer – Advanced Edition.

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Optional Service Features. N/A

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 10 p.m. and 6 a.m. Eastern Time and on Saturdays, 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.

Subscription Term. The subscription terms are January 29, 2016 to June 30, 2016 and July 1, 2016 to June 30, 2017. The Subscribing Entities acknowledge and agree that upon issuance of the applicable purchase orders, the funds have been appropriated for the Services under this Service Attachment for the subscription terms noted above.

Acceptance. The Subscribing Entities acknowledge and agree that the Services under this Service Attachment are hereby accepted in accordance with Section 5.1 of the MCSA.

Fees and Payment

Fee Structure. Fee schedule. The State shall pay Service Provider \$1,450,000.00 as follows:

- January 29, 2016 to June 30, 2016 – Service Provider will invoice Subscribing Entity in the amount of \$450,000.00 by January 29, 2016.
- Service Provider will invoice Subscribing Entity in the amount of \$1,000,000.00 by July 31, 2016.
- The above includes 14 days of Professional Services that can be used anytime within either term.
- The above includes future price protection: no increases in BOM/ELA per user rates for Fiscal Year 2018 & Fiscal Year 2019.

Fees. 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,

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except as provided in the Agreement. They may, however, be increased during an Order Term. Object subscription fees are based on annual periods that begin on the subscription start date and each annual anniversary thereof; therefore, fees for Object subscriptions added in the middle of an annual period will be charged for the monthly periods remaining in the subscription term. Additions of Object subscriptions during a term does not extend that term. 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.

Invoicing and Payment. Fees will be invoiced annually in advance and otherwise in accordance with the Order Form and the Agreement. Fees are due in accordance with the terms of the Agreement, which no Order Form may alter. 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.

3. 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. Reserved.

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.

4. 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

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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. Scheduled downtime will occur for less than one hour between 10 p.m. and 6 a.m. Eastern Time and on Saturdays, but not more than once monthly. 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 on a monthly basis, report to the State and each Subscribing Entity any and all Unavailability of a Service, 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.

The applicable credit will be calculated as follows: If the Service Provider fails to meet the Target Availability Level by up to four hours, each affected Subscribing Entity will be entitled to the equivalent of one day's fee for the Service. That is, if the fee is an annual fee, the credit would be 1/365th of that annual fee, or if it is a monthly fee, the Subscribing Entity would be entitled to

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1/30th of its monthly fee as a credit. Further, the credit will double if the Target Availability Level is missed by more than four but less than eight hours for any calendar month. And if the failure to meet the Target Availability Level is greater than eight hours, the Subscribing Entity will be entitled to the entire fee applicable to that month. The maximum amount of all applicable credits shall not exceed one (1) months' Service fees in a year.

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.

5. 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.

6. 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.

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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").

Skyhigh Networks, Inc.

[Redacted Signature]

Signature

Danielle Murcray

Printed Name

Chief Financial Officer

Title

January 11, 2016

Date

[Redacted Federal Tax ID]

Federal Tax ID

**STATE OF OHIO,
DEPARTMENT OF
ADMINISTRATIVE SERVICES**

Robert Blawie

Signature

Printed Name

Title

1/12/16

Effective Date

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**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.

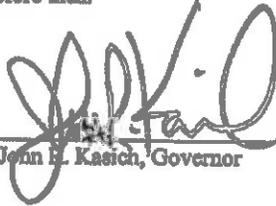
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- ii. Require service providers or prospective service providers to:
 - 1. Affirm that they understand and will abide by the requirements of this Order.
 - 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - 3. Disclose the locations(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 E. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

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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:

900 East Hamilton Avenue, Suite 400
(Address)

Campbell, CA 95008
(City, State, Zip)

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

900 East Hamilton Avenue, Suite 400
(Address)

Campbell, CA 95008
(City, State, Zip)

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

Equinix, 11 Great Oaks Boulevard
(Name / Address)

San Jose, CA 95119
(Address, City, State, Zip)

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

Equinix at 21715 Filigree Court, Building F
(Name / Address)

Ashburn, VA 20147
(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

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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 with the State and is incorporated therein.

By: 

Print Name: Danielle Murcra

Title: Chief Financial Officer

Date: January 11, 2016

