



CLOUD SOLUTIONS 2016-2026
Lead by the State of Utah

Master Agreement #: AR2476

Contractor: **CHERRYROAD TECHNOLOGIES INC.**
Participating Entity: **STATE OF MISSISSIPPI**

This standard contract addendum is an integral part of the contract entered into by and between CherryRoad Technologies Inc. and the Mississippi Department of Information Technology Services (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, educational institutions, and governing authorities of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "Participating Entity". Contractor and Participating Entity are hereinafter collectively referred to herein as "Parties".

MASTER AGREEMENT TERMS AND CONDITIONS:

1. **Scope:** This addendum covers *Cloud Solutions* lead by the State of Utah for use by state agencies and other entities located in the State of Mississippi authorized by Mississippi statutes to utilize statewide contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher learning, political subdivisions, and other entities authorized to use statewide contracts in the State of Mississippi. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. **[Note: state entities purchasing cloud solutions from this Participating Addendum must comply with the Instructions for Use Memorandum published on the ITS website.]**
3. **Access to Cloud Solutions Services Requires State CIO Approval:** Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the Executive Director of the Mississippi Department of Information Technology Services.
4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Chris Tilden
Address:	500 West Madison Street, Suite 2470, Chicago, IL 60661
Telephone:	609-353-8001
Email:	CTilden@cherryroad.com

Participating Entity

Name:	Craig P. Orgeron, Ph.D.
Address:	3771 Eastwood Drive, Jackson, Mississippi 39211
Telephone:	601-432-8000
Fax:	601-713-6380
Email:	issprojects@its.ms.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

The following contractual terms take precedence over all other parts (whether such other parts are specifically mentioned herein or not) of the Master Agreement entered into by and between the Lead State and Contractor:

1) **Mississippi Employment Protection Act.** Contractor represents that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi (hereinafter sometimes referred to as "the State" or "State" or "Mississippi"). As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

2) **Governing Law & Venue.** ITS contracts are governed by and interpreted under the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractual terms required by the statutes of the State of Mississippi are incorporated herein as if copied fully in words and figures.

3) **Availability of Funds.** The continuance of any ITS contract is based on availability of funds. It is expressly understood and agreed that the obligation of Participating Entity to proceed under any contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under the contract. If the funds anticipated for the fulfillment of the contract are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Participating Entity for the payments or performance due under the contract, Participating Entity shall have the right to immediately terminate the contract, without damage, penalty, cost or expense to Participating Entity of any kind whatsoever.

The effective date of termination shall be as specified in the notice of termination. Participating Entity shall have the sole right to determine whether funds are available for the payments or performances due under the contract.

4) **Taxes.** The Contractor is liable for all taxes. Sections 27-65-1, *et seq.*, and 27-67-1, *et seq.*, of the Mississippi Code exempt ITS and other State institutions from State sales and use taxes. Likewise Participating Entity will not pay excise or personal property taxes and if the Contractor is liable for these they should be taken into consideration in formulating the pricing of bids. It is the Contractor's responsibility to contact local taxing authorities in the state and county where equipment will be located to determine possible taxing liabilities in connection therewith.

5) **Timely Payments for Purchases by Public Bodies.** Any references to the payment of invoices and the imposition of late fees or interest within a specified time frame less than that allowed to a state agency for payment of invoices under the Mississippi statutes (Section 31-7-1 *et seq.*, of the Mississippi Code and other relevant statutes) are hereby deleted. Contractor shall submit invoices with the appropriate documentation to Participating Entity as services are rendered. Contractor shall submit invoices and supporting documentation electronically during the term of the contract using the processes and procedures identified by ITS. Participating Entity agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Participating Entity within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice.

6) **Penalties for Late Payments.** If payment of undisputed amounts is not made to Contractor within forty-five (45) days of Participating Entities' receipt of the invoice, Participating Entity shall be liable to Contractor for interest at a rate of one and one-half percent (1 ½ %) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized.

7) **Attorney's Fees and Costs.** Any reference to attorney's fees or court costs to be paid by Participating Entity is deleted.

8) **Indemnification and Holding Harmless.** Any references to Participating Entity indemnifying or holding harmless the Contractor are deleted. Participating Entity does not agree to defend or indemnify any contractor.

9) **Term of Contract.** Any references to automatic renewals of the contract term are hereby deleted. This Participating Addendum will become effective the date it is signed by all parties and will continue in effect until September 15, 2026, unless terminated early. The contract term may be extended only by written agreement of the Parties.

10) **Insurance.** All references to Participating Entity being required to purchase insurance are deleted. Participating Entity is self-insured and will not be required to purchase casualty and liability insurance. Contractor represents that it will maintain workers' compensation insurance as

prescribed by law, which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Participating Entity with a certificate of conformity providing the aforesaid coverage.

11) **Termination.** In addition to the termination procedure set forth in Item 3 above, either party may terminate the contract, in whole or in part, at any time, with or without cause, upon prior written notice to the other party of thirty (30) days. In the event of termination for any reason, the Contractor shall be entitled to compensation for services performed according to the specifications of the contract and to Participating Entities' satisfaction prior to the date of termination, less any costs which Participating Entity may be entitled to assess against the Contractor under the contract. Further, in the event of termination, Contractor shall refund any and all applicable unexpended prorated service fees previously paid by Participating Entity.

12) **No Liquidated Damages or Termination Fees.** Any references to Participating Entity paying liquidated damages or any amounts other than the cost of the products or services being provided by Contractor to Participating Entity are hereby deleted. Likewise, any requirement that Participating Entity pay any sort of early termination fee is also deleted. Participating Entity does not pay liquidated damages and termination fees.

13) **No Automatic Increases.** The rates, fees, charges and the like set forth in the contract are firm for the contract term and may only be revised by the mutual written agreement of both Parties. Any references to automatic price increases are hereby deleted. Increases in fees for products or services must be agreed to in writing by Participating Entity.

14) **No Exclusivity.** Any references to granting the Contractor exclusivity are hereby deleted. Participating Entity complies with applicable state laws regarding public purchases.

15) **Right to Trial by Jury.** Any references to mediation or to binding arbitration or to Participating Entity waiving its rights to a trial by jury are hereby deleted.

16) **Warranties.** Any provisions disclaiming implied warranties shall be null and void. See Section 11-7-18 and Section 75-2-719(4) of the Mississippi Code. The Contractor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose. Any references to Participating Entity limiting or waiving any common law warranty are deleted. Further, Participating Entity does not make any warranty.

17) **Limiting Liability.** Any provisions limiting Contractor's liability will only apply to Participating Entity to the extent it is permitted and not prohibited by the laws or constitution of Mississippi.

18) **Sovereign Immunities and Defenses.** Participating Entity does not waive its sovereign immunities or defenses as provided by law by entering into the contract, and any references limiting Participating Entities' remedies are hereby deleted.

19) **Assignment or Transfer.** Neither party may assign or otherwise transfer the contract or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This contract shall be binding upon the parties' respective successors and assigns.

20) **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify ITS immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless Participating Entity determines it to be in its best interest to terminate the contract.

21) **Accountability and Transparency Act.** In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of the contract and any subsequent amendments shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS.

22) **Risk of Loss and Title Upon Delivery.** Risk of loss to any products purchased will pass to Participating Entity upon delivery, and title to any hardware products purchased shall pass to Participating Entity upon delivery of same to ITS' specified location.

23) **Statute of Limitations.** Any references to a statute of limitations running against Participating Entity are hereby deleted. See Section 104 of the Mississippi Constitution and Section 15-1-51 of the Mississippi Code of 1972, as amended.

24) **Soliciting/Hiring Contractor Employees.** Any provisions prohibiting the solicitation or hiring of Contractor employees by Participating Entity and assessing Participating Entity with any costs/damages shall be and hereby are deleted.

25) **Litigation Control.** Any provision giving Contractor exclusive control over litigation is deleted. Participating Entity does not agree that Contractor may represent, prosecute or defend legal actions in its name.

26) **No Individual Liability for Executing Contract.** Contractor acknowledges that the individual executing the contract on behalf of ITS is doing so only in his/her official capacity, and to the extent that any provision contained in the contract exceeds his/her authority, Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

27) **Confidential Information.** With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that the Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the Participating Entity without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court

order as outlined in ITS Public Records Procedures. The parties further understand and agree that pursuant to Section 25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the terms of the Agreement shall not be deemed confidential information.

28) **Conflicts of Interest.** Contractor represents and warrants that no official or employee of the State of Mississippi or of Participating Entity and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Contractor also warrants that in the performance of the Agreement no person having any such known interests shall be employed. Further, the Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from the Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing the Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event the Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

29) **No Guarantee of Amount to be Purchased.** There is no guarantee that a minimum amount of goods or services will be purchased under the Agreement. Any estimated quantities are for solicitation purposes only and are not to be construed as a guarantee. Further, Contractor shall obtain approval of ITS prior to the fulfillment of any order under this Agreement.

30) **ITS as Contracting and Purchasing Agent.** By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The Contractor understands and agrees that ITS, as contracting agent, is not responsible or liable for the performance or non-performance of any of a Participating Entity's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by a Participating Entity's funding source. Notwithstanding the above, the parties understand and agree that where ITS itself acts as a Participating Entity it is responsible for its actions or inactions under this agreement.

31) **Security Policies.** The Contractor acknowledges and agrees that it is important that the Contractor follow the same policies that the State of Mississippi follows to minimize security risks,

to ensure State and Federal laws are followed, to address issues regarding mobile device accessibility, to prevent outages, and to ensure standard architecture practices within the State of Mississippi's technology environment. As such, Contractor agrees to comply with the following.

(a) **Enterprise Security Policy.** The parties understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

(b) **Enterprise Cloud and Offsite Hosting Security Policy.** The parties understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Cloud and Offsite Hosting Security Policy. The parties understand and agree that the State's Enterprise Cloud and Offsite Hosting Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution and augments the Enterprise Security Policy. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

(c) **Mississippi Technology Policies, Standards, and Guidelines.** Contractor acknowledges and agrees to comply with the guidelines found at <http://www.its.ms.gov/Policies/Pages/default.aspx>.

32) **Mandatory Reports.** Contractor agrees to provide detailed quarterly utilization reports reflecting net sales to the State during the term of the Agreement. The reports will show the quantities and dollar volume of purchases by Purchasing Entity. Contractors shall submit to ITS the following quarterly reports:

(a) Reports shall contain at a minimum the following information:

- Department/Agency Name
- Customer type (State Agency, Local Government, Education K-12, Public University, etc.)
- Date Service Begins
- Product/Service Description
- Utilization
- Unit of Measure
- MSRP List Price
- Discount Applied
- NASPO ValuePoint Price Contracted to Department/Agency
- Quantity
- Total Price

(b) Report modifications: contractor shall agree that ITS reserves the right to modify the

format and information in the quarterly reports by providing the contractors thirty (30) calendar days written notice.

(c) Reports should be submitted electronically to naspocloud@its.ms.gov.

33) **Administrative Fees.** Contractor shall pay to ITS an Administrative Fee of one percent (1%) on the purchase price for all net sales to the State. The Administrative Fee must be rolled into Contractor's current pricing and not be shown as a separate line item on any invoice. ITS will invoice Contractor quarterly based on Contractor's sales to the State reported by Contractor per Item 32 herein and Contractor shall remit payment within forty-five (45) days. Contractor's failure to accurately and timely report total net sales, to submit usage reports, or remit payment of the Administrative Fee may be cause for suspension or termination of the Agreement or the exercise of any other remedies as provided by law.

34) **Data Ownership.** The State shall own all right, title and interest in all data used by, resulting from, and collected using the services provided. The Contractor shall not access Participating Entity accounts, or Participating Entity data, except (i) in the course of data center operation related to this solution; (ii) response to service or technical issues; (iii) as required by the express terms of this service; or (iv) at the Participating Entity's written request.

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

(a) All information obtained by the Contractor under this contract shall become and remain property of the State.

(b) At no time shall any data or processes which either belongs to or are intended for the use of State or its officers, agents, or employees be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

36) **Data Location.** The Contractor shall not store or transfer Participating Entity data outside of the United States. This includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access Participating Entity data remotely only as required to provide technical support.

37) **Encryption.** The Contractor shall encrypt all non-public data in transit regardless of the transit mechanism. For engagements where the Contractor stores non-public data, the data shall be **encrypted at rest**. The key location and other key management details will be discussed and negotiated by both parties. Where encryption of data at rest is not possible, the Contractor must describe existing security measures that provide a similar level of protection. Additionally, when the Contractor cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. The policy shall comply with the following requirements:

(a) The policy shall be issued by an insurance company acceptable to the Participating Entity and valid for the entire term of the contract, inclusive of any term extension(s).

(b) The Contractor and the Participating Entity shall reach agreement on the level of

liability insurance coverage required.

(c) The policy shall include, but not be limited to, coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, and liability assumed under an insured contract.

(d) At a minimum, the policy shall include third party coverage for credit monitoring, notification costs to data breach victims, and regulatory penalties and fines.

(e) The policy shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

(f) The policy shall include a provision requiring that the policy cannot be cancelled without thirty (30) days written notice.

(g) The Contractor shall be responsible for any deductible or self-insured retention contained in the insurance policy.

(h) The coverage under the policy shall be primary and not in excess to any other insurance carried by the Contractor.

(i) In the event the Contractor fails to keep in effect at all times the insurance coverage required by this provision, the Participating Entity may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.

38) **Breach Notification and Recovery.** Unauthorized access or disclosure of non-public data is considered to be a security breach. The Contractor will provide immediate notification and all communication shall be coordinated with the ITS. When the Contractor or their sub-contractors are liable for the loss, the Contractor shall bear all costs associated with the investigation, response and recovery from the breach including but not limited to credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll free telephone call center services. Participating Entity shall not agree to any limitation on liability that relieves a Contractor from its own negligence or to the extent that it creates an obligation on the part of Participating Entity to hold a Contractor harmless.

39) **Notification of Legal Requests.** The Contractor shall contact ITS upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of any Participating Entity. The Contractor shall not respond to subpoenas, service of process, and other legal requests related to any Participating Entity without first notifying the Participating Entity, unless prohibited by law from providing such notice.

40) **Termination and Suspension of Service.** In the event of termination of the contract, the Contractor shall implement an orderly return of Participating Entity data in CSV or XML or another mutually agreeable format. The Contractor shall guarantee the subsequent secure disposal of State data.

(a) **Suspension of Services:** During any period of suspension of this Agreement, for whatever reason, the Contractor shall take no action to intentionally erase Participating

Entity data.

(b) Termination of Any Services or Agreement in Entirety: In the event of termination of any services or of the agreement in its entirety, the Contractor shall not take any action to intentionally erase any State data for a period of 90 days after the effective date of the termination. After such 90 day period, the Contractor shall have no obligation to maintain or provide any Participating Entity data and shall thereafter, unless legally prohibited, dispose of all Participating Entity data in its systems or otherwise in its possession or under its control as specified in section 7(d) below. Within this 90-day timeframe, Contractor will continue to secure and back up Participating Entity data covered under the contract.

(c) Post-Termination Assistance: Participating Entity shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.

(d) Secure Data Disposal: When requested by Participating Entity, the Contractor shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods. Certificates of destruction shall be provided to Participating Entity.

41) **Background Checks.** The Contractor shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for a minimum of one (1) year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Participating Entity's information among the Contractor's employees and agents.

42) **Security Logs and Reports.** The Contractor shall allow the Participating Entity access to system security logs that affect this engagement, its data, and/or processes. This includes the ability to request a report of the activities that a specific user or administrator accessed over a specified period of time as well as the ability for an agency customer to request reports of activities of a specific user associated with that agency. These mechanisms should be defined up front and be available for the entire length of the agreement with the Contractor.

43) **Contract Audit.** The Contractor shall allow the Participating Entity to audit conformance including contract terms, system security and data centers as appropriate. The Participating Entity may perform this audit or contract with a third party at its discretion at the Participating Entity's expense.

44) **Sub-contractor Disclosure.** The Contractor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, who will be involved in any application development and/or operations.

45) **Sub-contractor Compliance.** Contractor must ensure that any agent, including a Contractor or subcontractor, to whom the Contractor provides access agrees to the same

restrictions and conditions that apply through this Agreement.

46) **Processes and Procedures.** The Contractor shall disclose its non-proprietary security processes and technical limitations to the Participating Entity so that the Participating Entity can determine if and how adequate protection and flexibility can be attained between the Participating Entity and the Contractor. For example: virus checking and port sniffing — the Participating Entity and the Contractor shall understand each other's roles and responsibilities.

47) **Operational Metrics.** The Contractor and the Participating Entity shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. At a minimum the SLA shall include:

- (a) Advance notice and change control for major upgrades and system changes
- (b) System availability/uptime guarantee/agreed-upon maintenance downtime
- (c) Recovery Time Objective/Recovery Point Objective
- (d) Security Vulnerability Scanning

For the faithful performance of the terms of the contract, the parties have caused this Contract Addendum to be executed by their undersigned representatives.

**State of Mississippi, Department of
Information Technology Services**

By: 
Authorized Signature

Printed Name: **Craig P. Orgeron, Ph.D.**

Title: **Executive Director**

Date: 10/2/18

CherryRoad Technologies Inc.

By: 
Authorized Signature

Printed Name: Jeremy Gulborn

Title: CEO

Date: 9/21/18