

PARTICIPATING ADDENDUM

National Association of State Procurement Officials (NASPO)

Cloud Solutions 2016 - 2026

MASTER AGREEMENT #: AR2476, *Solicitation CH16012*, Administered by the State of
Utah, between

CherryRoad Technologies Inc (hereinafter "Contractor") and the Commonwealth of
Massachusetts (hereinafter "Participating State") for Statewide Contract *ITS60 Cloud
Services*

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1. Scope

This addendum ("Participating Addendum") by and between the Commonwealth of Massachusetts ("Participating State"), Operational Services Division ("Participating Entity" or "OSD"), and CherryRoad Technologies, Inc. ("Contractor" or "Statewide Contractor") is based upon the NASPO Cloud Solutions 2016 - 2026 Master Price Agreement ("Master Agreement"). This Participating Addendum hereby establishes Massachusetts Statewide Contract ITS60 ("ITS60", "Agreement", "Contract", or "Statewide Contract") for Cloud Services.

The Contractor has been awarded SaaS, IaaS, PaaS (collectively, the "Cloud Solutions").

2. Contract Pricing

Products and Pricing will be based upon the Agreement and the Contractor's NASPO ValuePoint approved price list posted on the NASPO ValuePoint Cloud Solutions website. If Cloud Services providers are added to or deleted from the Contractor's offerings on this website after the signature date of this Participating Addendum, Contractor shall notify OSD accordingly. OSD reserves the right to identify particular products or services that are ineligible for purchase by Eligible Entities under ITS60.

3. Participation

The following are the Commonwealth entities ("Eligible Entities") that are designated by the State Purchasing Agent as eligible to use Statewide Contract ITS60:

1. Cities, towns, districts, counties and other political subdivisions;
2. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
3. Independent public authorities, commissions and quasi-public agencies;
4. Local public libraries, public school districts and charter schools;
5. Public hospitals owned by the Commonwealth;
6. Public institutions of higher education;
7. Public purchasing cooperatives;
8. Non-profit, UFR-certified organizations that are doing business with the Commonwealth, and;
9. Other entities when designated in writing by the State Purchasing Agent.

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4. Reserved

5. Order of Precedence

The following documents are incorporated into the Agreement and the resulting Order or statement of work between any Eligible Entity and Contractor, as though fully set forth therein. In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- The Commonwealth of Massachusetts Terms and Conditions (**Attachment A**);
- Instructions for Standard Contract Form;
- The Commonwealth of Massachusetts Standard Contract Form (**Attachment B**);
- This Participating Addendum and its attachments C, D, E, F, G, and H, and its Appendices;
- The NASPO ValuePoint Master Agreement Terms and Conditions, including Exhibits 1, 2, and 3, as modified herein or in the applicable Order or statement of work;
- The Solicitation;
- Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State, excluding any Cloud Solution Provider service terms, license agreements, or similar use agreements attached thereto;
- The Order or statement of work signed by an Eligible Entity and Contractor;
- The Service Level Agreement issued against the Participating Addendum;
- The Purchase Order; and
- The Quote as agreed to by the Eligible Entity and the Contractor.

The Contractor is prohibited from requiring Eligible Entities to sign any documents not referenced herein without the prior written approval of the Operational Services Division, which approval may be evidenced by the publication of the approved document on the Commonwealth's eProcurement portal COMMBUYS, www.commbuys.com. All statements of work will be substantially in the form of Appendix 1 hereto, unless otherwise approved in writing by OSD.

Any Contractor reselling Cloud Solutions that are provided by a third party Cloud Solution Provider shall enter into any applicable service terms, license agreements, or similar use agreements (collectively "Service Terms") with the relevant Cloud Solution Provider for any products or services purchased by a Purchasing Entity under this Agreement. Contractor and Purchasing Entity may agree to the terms and conditions of Purchasing Entity's use of such products or services in the applicable Order or statement of work.

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The Commonwealth of Massachusetts requires Contractors to submit original ink-signature versions of the following forms:

- The Commonwealth of Massachusetts Standard Contract Form (Attachment B)
- The Commonwealth of Massachusetts Substitute W-9 (Attachment C)
- Prompt Payment Discount Form (Attachment D)
- Supplier Diversity Plan Form 1 (Attachment E)
- Contractor Authorized Signatory Listing (Attachment F)
- Electronic Funds Transfer Sign Up Form (Attachment G)
- Environmentally Preferable Products (EPP) Practices Form (Attachment H)

6. Statewide Contract Administration Fee and Quarterly Report

This Contract is subject to a 1% Contract Administration Fee, which is created pursuant to MGL c. 7, § 3B, 801 CMR 4.02. The price stated in any Quote and any Contractor's Contract shall be inclusive of this fee and Contractors shall not reflect this fee as a separate line item on customer invoices.

This fee will be based on 1% of the total dollar amounts, adjusted for credits or refunds, paid by Eligible Entities to the Contractor pursuant to this Agreement. All purchase orders and purchases made pursuant to this Agreement are subject to this fee regardless of whether the contract was awarded for statewide or regional coverage. Eligible Entities include all entities listed in Section 3 (Participation) of this Participating Addendum.

Note that if the 1% Administration Fee is deductible as a business expense for federal income tax purposes, it is also deductible as an expense for Massachusetts tax purposes.

6.1. Quarterly Administration Fee Payment

For each Payment Period, Contractor shall pay to OSD a fee equal to one percent (1%) of the total payments (adjusted for credits or refunds) received from all Eligible Entities that have purchased from the Contractor pursuant to this Agreement. All payments will be based on full calendar quarters (Payment Periods) and must be received by OSD on or before 45 days after the last day of the Payment Period (as specified below) or a Contractor will be considered in breach of this Agreement:

Quarter	Payment Period	Quarterly Payment Due Date
First Quarter	January 1st – March 31st	May 15th
Second Quarter	April 1st – June 30th	August 15th
Third Quarter	July 1st – September 30th	November 15th
Fourth Quarter	October 1st – December 31st	February 15th

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Quarterly payments will include any periods less than a full calendar quarter if a contract does not start at the first day of a quarter or end on the last day of the quarter.

Payments are to be made through a web-based secure payment center, which can be accessed through a link provided to Statewide Contractors by OSD. All Administration Fee payments are to be made directly through the secure payment center. The secure payment center allows payments to be made via Automatic Clearing House (ACH) or by using one of the following credit cards: American Express, Discover, MasterCard and/or Visa. Payment of the Administration Fee by check is not permitted unless a vendor makes a written request for an exception and demonstrates, to the satisfaction of OSD's contract manager, that compliance poses a hardship.

Please note that there is no charge to vendors to use ACH as OSD covers the nominal fee charged by the secure payment center for using the ACH payment method. OSD will NOT cover the convenience fee for selecting to pay by credit card. This is a fee the contractor is responsible for paying and is non-refundable; the fee is over and above the 1% Administration Fee. The convenience fee is established by Statewide Contract PRF59A and therefore is subject to change during the term this Agreement. Prior to the due date for the Statewide Contractor's Administration Fee payment, the Statewide Contractor will receive an e-mail communication from OSD that includes all required information the Statewide Contractor must use to submit payments via the secure payment center. Electronically submitting your payment, which is comprised of the 1% administration fee of the total payments received by the Contractor from all Eligible Entities for the Quarter, will serve as the Statewide Contractor Administration Fee Report.

6.2. Audit

During the term of this Agreement and for a period of six years thereafter, the Operational Services Division, its auditors, the Office of the Inspector General or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports or files, in order to audit all records relating to goods sold or services performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid OSD, then the Contractor shall remit the underpayment and be responsible for payment of any costs associated with the audit.

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6.3. Other Terms

Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, contract detailed spend, Supplier Diversity Program (SDP) and other contract reports, as required by this Agreement.

All amounts payable by the Contractor to OSD under this Agreement that are not received by the due date specified shall bear simple interest from the date due until paid. The Late Payment Interest Rate is set by the Office of the State Comptroller on an annual basis and can be found by selecting the fiscal year in question on the Comptroller's Fiscal Year Updates webpage.

In the event of the Contractor's breach of this policy including, but not limited to, non-reporting, non-payment, late reporting/payment, under-reporting/payment, the Commonwealth reserves the right to pursue any and all recourse and penalties available including, but not limited to, Agreement suspension and termination. The Commonwealth is allowed to suspend, terminate or debar pursuant to Massachusetts General Laws Chapter 29, Section 29F, as amended, and pursuant to Section 4 of the Commonwealth Terms and Conditions. In addition, in the event the Contractor fails to make any payment when due, the Contractor shall be liable to the Commonwealth for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

7. Contractor Sales Activity Report

The Contractor must provide to the OSD Primary Contact, or his/her designee quarterly reports of all product and service purchases made under the Agreement. The Contractor must provide the OSD Primary Contact with information on purchases of environmentally preferable products made by Commonwealth Eligible Entities upon request. The reporting requirements outlined herein can be, if required by the OSD Primary Contact, modified to facilitate the Commonwealth's needs.

Failure to meet the reporting requirements established herein may result in Agreement suspension or termination.

The following information must be included in the reports, and identified for each category awarded: the Purchasing Entity Name, Invoice Number and/or Invoice Date, Product/Service Description of each item/service purchased, Unit of Measure, Unit Price, Quantity, Total Purchase Amount, and the Start Date and End Date of the service agreement.

The Contractor Sales Activity Report schedule and due dates are as follows:

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Second Quarter	October 1st – December 31st	February 15th
Third Quarter	January 1st – March 31st	May 15th
Fourth Quarter	April 1st – June 30th	August 15th

Reporting will be submitted on a quarterly basis by using the Vendor Sales/SDP Report template specific to this contract. Vendors are required to submit reports through the Commonwealth’s Vendor Report Management System which may be accessed via web portal at <https://massosd.gob2g.com>

8. Supplier Diversity Program Plan Forms and Instructions

Massachusetts Executive Order 524 established the Supplier Diversity Program within the Supplier Diversity Office of the Operational Services Division in order to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). Contractor’s completed Attachment E for SDP Form 1 (SDP Plan Commitment) is incorporated into their contract with the Commonwealth of Massachusetts. Spend with a Massachusetts Supplier Diversity Office (SDO) certified or verified Service Disabled Veteran Owned Business Enterprise (SDVBE), Veteran Owned Business Enterprise (VBE), Lesbian Gay Bisexual Transgender Enterprise (LGBTBE), or Disability-Owned Business Enterprises (DOBE) will also be recognized toward the awarded contractor’s SDP commitment. Reporting will be submitted on a quarterly basis by using the Vendor Sales/SDP Report template specific to this Agreement.

The Commonwealth will not execute a contract with any vendor who has not made a significant SDP (Supplier Diversity Plan) commitment. The commitment must be provided in the form of a specific percentage of sales made under the resulting contract that will be spent with an SDP Partner(s) on a Massachusetts fiscal year basis, using SDP Plan Form 1. This requirement extends to all vendors regardless of their certification status. Vendor affiliates, including parent and child companies, are not eligible to be SDP partners.

A Directory of Certified Businesses is found at <https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx>. This directory is searchable and can be downloaded.

Expenditures to meet the SDP commitment are not limited to expenditures associated with ITS60. Expenditures for any purpose with a company in one of the categories listed above, that is certified or verified by the Massachusetts SDO, can be counted toward the commitment. SDO certified vendors include companies providing software, computer

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hardware, office supplies, IT staff augmentation services, catering, landscaping, and almost any other type of supplier. Large companies will generally find a number of SDO certified vendors that they are already using, by downloading the Directory of Certified Businesses and comparing it with their payments to suppliers.

9. COMMBUYS Market Center

COMMBUYS is the official source of information for this Agreement and is publicly accessible at no charge at www.commbuys.com. Information contained in this document and in COMMBUYS, including file attachments, are incorporated into this Agreement.

Contractors are solely responsible for obtaining all information distributed for this Agreement via COMMBUYS. It is Contractor's responsibility to check COMMBUYS for any amendments, addenda or modifications to this Agreement.

9.1. COMMBUYS Subscription

A free COMMBUYS Seller subscription provides value-added features, including automated email notification associated with posting and modifications to COMMBUYS records.

Contractor agrees that: (1) they will maintain an active seller account in COMMBUYS; (2) they will, when directed to do so by OSD, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; (3) they will comply with all requests by OSD or the Eligible Entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; (4) they understand and acknowledge that all references to the Comm-PASS website or related requirements, shall be superseded by comparable requirements pertaining to the COMMBUYS website; and (6) in the event the Commonwealth adopts an alternate market center system, Contractor will be required to utilize such system, as directed by OSD. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

The COMMBUYS system introduces new terminology, which bidders and contractors must be familiar with in order to conduct business with the Commonwealth. To view this terminology and to learn more about the COMMBUYS system, please visit the COMMBUYS Resource Center.

Contractor is required to maintain a valid email address in COMMBUYS in order to receive notifications.

COMMBUYS supports a supplier's Web-based catalog from which purchases can be made by any eligible COMMBUYS buyer. Contractors who already maintain or are

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developing a Website for product ordering are advised that links to their sites will only be enabled within COMMBUYS if the system is limited to or can distinguish between Statewide Contract customers and retail or commercial customers. Contractors who already maintain or are developing a Website for product information are advised that links to their site will only be enabled within COMMBUYS if content is restricted to terms authorized under their Statewide Contract.

10. Human Trafficking and Forced Labor Prohibition

Contractor acknowledges the Commonwealth requires as a term of this Agreement that Contractor comply fully with all state and federal laws and regulations regarding human trafficking and forced labor.

11. Performance and Payment Timeframes

All agreements for services entered into during the duration of this Agreement and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than one year beyond the final termination date of this Statewide Contract. No new agreements for services may be executed after the Agreement has expired.

12. Primary Contacts

The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor – Local Government Account Manager

Table with 2 columns: Field (Name, Address, Telephone, Fax, E-mail) and Value (Chris Tilden, Director-Strategic Alliances, 301 Gibraltar Drive, Suite 2C, Morris Plains, NJ 07950, 609-353-8001, 973-402-7808, ctilden@cherryroad.com)

Participating Entity

Table with 2 columns: Field (Name, Address, Telephone, Fax, E-mail) and Value (Marge MacEvitt, Strategic Sourcing Services Lead (SSSL), Operational Services Division, One Ashburton Place, 10th floor, Boston, MA 02108-1552, 617-720-3121, 617-720-4527, marge.macevitt@mass.gov)

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13. Purchase Order Instructions

All purchase orders should contain the following (1) Mandatory Language "PO is subject to Massachusetts Statewide Contract ITS60 and NASPO ValuePoint Cooperative Contract for Cloud Solutions 2016 - 2026" (2) Eligible Entity's and Contractor's Name, Address, Contact, & Phone-Number (3) Purchase order amount. Purchase Orders and payments may be made only to the Contractor identified above and on COMMBUYS.

14. Price Agreement Number

All purchase orders issued by Eligible Entities within the jurisdiction of this Participating Addendum shall include the Massachusetts Statewide Contract number: ITS60 and the NASPO ValuePoint price agreement number: ~~AR3088~~ ²⁴⁷⁶

15. Participating Entity Modifications or Additions to the Master Agreement

These modifications or additions apply only to actions and relationships with a Commonwealth Purchasing Entity. Participating Entity must check one of the boxes below.

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

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

15.1 In Section 1 (Master Agreement Order of Precedence), subsection (a) is hereby deleted and replaced with:

"a. Any Order placed by a Purchasing Entity shall consist of the documents listed in Section 5 (Order of Precedence) of the Participating Addendum between the Commonwealth of Massachusetts and Contractor."

15.2 In Section 13 (Indemnification),

a. In Section a, the word "negligent" is deleted.

b. In Section b, subsection 1, the words "without Contractor's consent" are inserted after "delivered by Contractor" and the word "expressly" is inserted after "in a manner not". The amended paragraph is as follows:

(1) The Contractor's obligations under this section shall not extend to any claims arising from the acts or omissions of the Indemnified Party including, without limitation,

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materials, specifications, or products provided by the Indemnified Party; modifications made by the Indemnified Party to the Products delivered by Contractor without Contractor's consent; if the Indemnified Party uses the Product in a manner not expressly intended by Contractor; or arising from the combination of the Product with any other product, system or method, unless the Product, system or method is:

b. The following two paragraphs are inserted as the last two paragraphs of subsection b, subsection (2):

"Notwithstanding the foregoing, at the Commonwealth's discretion, the Office of the Attorney General may assume sole control of the defense of an indemnification claim in connection with the Commonwealth's use of this Agreement."

"Pursuant to "Instructions for Standard Contract Form", "Limitations of Liability", the use of the limitation of liability language in this section has been approved for this Agreement by OSD legal staff."

15.3 In Section 20 (Participants and Scope), subsections (b) and (c) are deleted in their entirety. The following is added after the last sentence of subsection (h):

"This section does not prohibit a Purchasing Entity from using a Cloud Solution to provide services to other Commonwealth organizations if permitted by its enabling legislation."

15.4 Section 21 (Payment) is hereby deleted and replaced with:

"The payment terms of each Order or statement of work are governed by the Commonwealth's bill payment policies as stated in Section 3 of the Commonwealth Terms and Conditions.

a. In the event of Contractor's breach of its representations or warranties under the Agreement, the Purchasing Entity may terminate the Order or statement of work giving rise to such breach and Contractor will provide a refund of any prepaid fees, pro-rated as of the termination date.

b. Contractor will notify the Purchasing Entity of any change in fees at least thirty (30) days before such change occurs. Any change in fees will not take effect until the day following the end date of the Purchasing Entity's current term in the applicable Order or statement of work."

15.5 In Section 24 (Public Information) the following is hereby added after the last sentence:

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"The Agreement, together with all documents referenced in Section 5 (Order of Precedence) of the Participating Addendum, is a public record as defined under the Commonwealth's Public Records Law, MGL c. 66A and is therefore subject to the public's right to access, inspect, copy or have copies provided. Any information disclosed to the Commonwealth will be subject to disclosure under MGL c. 66A."

15.6 In Section 28, Title to Product,

a. Second paragraph, first sentence: "all materials" is deleted.

b. Second paragraph, second sentence: "developed by Contractor for other customers or for the open market, independently of any engagement under the PA," is added after "Contractor's proprietary technology shall mean",

The entire second paragraph shall read as follows:

Contractor shall retain all right, title, and interest in and to all intellectual property rights embodied in Contractor's proprietary information and Contractor Technology in connection with the Services and/or this Agreement. "Contractor Technology" shall mean Contractor's proprietary technology, developed by Contractor for other customers or for the open market, independently of any engagement under the PA, including but not limited to, Contractor's Services, internet operations design, content, software tools, hardware designs, algorithms, software created by Contractor (in source and object forms), user interface designs, architecture products, user manuals (whether in print or electronic), network designs, know-how, trade secrets, and any related intellectual property rights worldwide (whether owned by Contractor or licensed to Contractor by a third party), and also including any derivative works, improvements, modifications, enhancements, or extensions of Contractor Technology conceived, reduced to practice, or developed prior to or during the term of this Master Agreement or any Order or PA.

15.7 In Section 30 (Data Privacy) the following is hereby added after the last sentence:

"Contractor and Purchasing Entity will determine whether any sensitive or personal information will be stored or used in the Cloud Solution that is subject to any laws, rules, regulations, or policies (e.g., MGL c. 214 s. 1B, MGL c. 272 s. 99, MGL c. 93H, MGL c. 93I, Executive Order 504, 201 CMR 17.00, HIPAA, FERPA, CJIS, IRS Pub. 1075), or any contractual provisions regarding data security or privacy. Contractor and Purchasing Entity will review the applicable Cloud Solution specifications to determine whether the Cloud Solution is appropriate for the level of sensitivity of the Data to be stored or used

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in the Cloud Solution, and to document how Purchasing Entity and Contractor will comply with applicable laws, rules, regulations or policies. Upon request, Contractor will provide results from penetration tests or other internal reviews of the Cloud Solution. In the event that a Purchasing Entity requests Contractor or Contractor's subcontractors to sign any document identifying applicable security standards (e.g. NIST 800-53, NIST SP 800-171, ISO standards, and FIPS 200), or mandating compliance with statutory or regulatory requirements (e.g. HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards, IRS Publication 1075, FISMA), Contractor will sign, and require its subcontractors to sign, such document. In addition, in providing the Cloud Solution, Contractor will, at a minimum:

a. partition Purchasing Entity Data from other data in such a manner that access to it will not be impacted or forfeited due to e-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain Contractor's records, information, or data for reasons or activities that are not directly related to Purchasing Entity; and

b. if available to Contractor, include in all Orders or statements of work a list of all third-party hosting services which will be used in the provision of the Cloud Solution to Purchasing Entity."

15.8 In Section 31 (Warranty), the first sentence of the second paragraph is deleted and replaced with: "THE WARRANTIES CONTAINED IN THE MASTER AGREEMENT, PA, DOCUMENTS REFERENCED IN THE ORDER OF PRECEDENCE IN THE PA, ORDER, STATEMENT OF WORK, AND IN ANY OTHER DOCUMENT NEGOTIATED BETWEEN THE PURCHASING ENTITY AND CONTRACTOR ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES."

15.9 In Section 31 (Warranty), the following are added after subsection 31(f):

"g. Contractor represents and warrants that the Cloud Solution will be provided in accordance with industry standards.

h. Unless provided to the Purchasing Entity free of charge for internal evaluation purposes only, Contractor represents and warrants that the Cloud Solution will not contain any software designed to disable a computer program automatically with the passage of time or at the control of a person or entity other than the Purchasing Entity.

i. Contractor represents and warrants that there is no known or pending litigation that will impair or interfere with Contractor's ability to provide Cloud Solution to Purchasing Entity.

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j. Contractor represents and warrants that the Cloud Solution will comply with the applicable service descriptions, Cloud Solution Provider policies, and any functional requirements under the applicable Order or statement of work for a minimum of one (1) year after Purchasing Entity initially activates such Cloud Solution. In the event that the Cloud Solution materially fails to comply during the one year period, Contractor will, at no cost to Purchasing Entity, procure a functioning replacement or equivalent, or if this is not commercially feasible, Purchasing Entity may terminate its Order or statement of work and Contractor will provide to Purchasing Entity a refund of all prepaid fees, pro-rated as of the date of termination."

15.10 In Section 32 (Transition Assistance), the following is added after subsection 32(c):

"d. The Contractor will allow Purchasing Entity to export its Data in an agreed-upon file format any time during the term and for a period of ninety (90) days thereafter. Ninety (90) days after the termination or expiration of the Order or statement of work or upon Purchasing Entity's earlier written request, Contractor shall at its own expense destroy and erase from all systems which it directly or indirectly uses or controls all tangible or intangible forms of the Purchasing Entity Data, in whole or in part, and all copies thereof except such records as are required by law. Contractor shall, upon request, send a written certificate to Purchasing Entity certifying that it has destroyed the Purchasing Entity Data in compliance with this section. In the event that Contractor must maintain any Purchasing Entity Data to comply with applicable laws, regulations, or standards, Contractor must obtain Purchasing Entity's written consent and shall hold such Purchasing Entity Data in accordance with the confidentiality and security obligations in this Agreement until such time as it is destroyed and erased."

15.9 Modifications to Exhibit 1: Software-as-a-Service, Exhibit 2: Platform-as-a-Service, and Exhibit 3: Infrastructure-as-a-Service. Exhibits 1 through 3 are hereby modified as follows:

a. Section 4 (Security Incident or Data Breach Notification) is hereby deleted in its entirety and replaced with:

"i. Security Incident or Data Breach Reporting Requirements: If Contractor knows or has reason to know of a security incident or data breach that may affect the security of Purchasing Entity Data, Contractor shall notify such Purchasing Entity as soon as practicable from the date of the security incident or data breach, and in no event more than three (3) days, and shall cooperate with the Purchasing Entity to meet any requirements under applicable state or Federal law.

ii. Security Incident or Data Breach Resolution: In the event of a security incident or data breach, Contractor will take commercially reasonable steps to mitigate the effects of the

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security incident or data breach, to resolve the security incident or data breach in a timely manner, and to put commercially reasonable measures in place to prevent the reoccurrence of similar security incidents or data breaches in the future.

iii. Security Incident or Data Breach Notices: If requested by Purchasing Entity, or if required by applicable Federal or state law (including without limitation MGL c. 93H), Contractor will provide notice as soon as practicable to those individuals whose data was affected or may have been affected by a security incident or data breach. If the security incident or data breach is due to the negligence of Contractor, Contractor shall provide all requested and/or required notices at its sole expense."

b. In Section 6 (Notification of Legal Requests), the phrase "public records requests" is hereby inserted in the first sentence after the phrase "discovery searches".

c. In Section 7 (Termination and Suspension of Service), subsection (c) is deleted and replaced with:

"In the event of termination of any Order or statement of work, or the Agreement in its entirety, the Contractor shall not erase Purchasing Entity's Data for a period of ninety (90) days after the effective date of termination, unless otherwise agreed to in writing. After such period, the Contractor shall, unless legally prohibited, delete all Purchasing Entity Data. Contractor shall impose no fees for access and retrieval of Purchasing Entity data during this ninety (90) day period."

d. In Section 16 (Responsibilities and Uptime Guarantee) the following is hereby added after the last sentence:

"Unless specifically agreed to in writing by the Contractor and Purchasing Entity, Contractor must provide a SLA that contains the following: (1) a specified guaranteed uptime percentage of at least 99.0%, (2) a maximum of ten hours of scheduled maintenance per month, which will in no event occur during Purchasing Entity's regular business hours; (3) Contractor's commitment to provide at least five days' advance notice of scheduled downtime; (4) notification of unscheduled downtime no later than twenty four hours after its occurrence; (5) response and resolution times for defects; (6) applicable performance metrics (e.g. latency, transaction time) based on industry standards; (7) remedies for failure to meet the guaranteed uptime percentage and response and resolution times, which will be issued by Contractor with no action required from Purchasing Entity; and (8) remedies for repeated or consistent failures to meet SLA metrics. Contractor will provide Purchasing Entity with credit amounts or refunds in connection with downtime. In the event that Purchasing Entity's access to the Cloud Solution falls below an agreed-upon percentage in any given month during the applicable term, in addition to other rights and remedies provided in the Agreement,

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Purchasing Entity may terminate the applicable Order or statement of work with no further liability to Contractor and Contractor will provide a pro-rated refund of prepaid fees to Purchasing Entity."

e. Section 19 Exhibit 1, and Section 18, Exhibits 2 and 3 (Business Continuity and Disaster Recovery) are hereby deleted and replaced with the following subsections:

"i. Contractor shall provide a Disaster Recovery Plan and ensure that the Purchasing Entity's recovery time objective ("RTO") of 24 hours is met. Contractor and Purchasing Entity may agree in writing to a different RTO. In the event of a Cloud Solution failure, Contractor must ensure that Purchasing Entity's recovery point objective ("RPO") of 24 hours is met. Contractor and Purchasing Entity may agree in writing to a different RPO.

ii. Contractor will work with Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed by Contractor and Purchasing Entity. If Purchasing Entity, in its sole discretion, designates the Cloud Solution as mission-critical: (1) Contractor shall review and test the Disaster Recovery plan regularly, at minimum twice annually; and (2) Contractor shall back up Purchasing Entity Data no less than twice daily in an off-site hardened facility located within the continental United States."

f. In Section 20 Exhibit 1, and Section 19 Exhibit 2 (Compliance with Accessibility Standards), the following is hereby added after the last sentence: "Contractor must comply with Purchasing Entity's established standards for accessibility. Purchasing Entities within the Commonwealth of Massachusetts Executive Department are subject to the Enterprise IT Accessibility Standards available via <https://www.mass.gov/guides/enterprise-it-accessibility-standards>. Additional accessibility terms may be provided by Purchasing Entities."

15.10 Additional Terms: The terms of 801 CMR 21.00: Procurement of Commodities and Services are incorporated by reference into this Agreement. Words used in this Agreement shall have the meanings defined in 801 CMR 21.00.

i. Commonwealth Tax Exemption: Payment vouchers or invoices submitted to Massachusetts government entities must not include sales tax.

ii. Emergency Standby Commodities and/or Services: Contractor may be called upon during a declared state of emergency to supply and/or deliver to the Commonwealth on a priority basis commodities and/or services which are currently under this Agreement. To accommodate such requests, Contractor may be asked, and must make every effort to service, these requests from regular sources of supply at the rates previously agreed upon with the Lead State and/or Purchasing Entity.

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iii. **Statewide Contractor Marketing Requirements:** Contractor may only sell those goods and/or services for which it is awarded in this Agreement and marketing information must be factual in nature in order to promote those goods and/or services and must not be critical of other Statewide Contractors. During the life of the Contract, the SST reserves the right to require Contractors to seek and receive prior written approval before distributing marketing information to Purchasing Entities upon reasonable request by the Commonwealth and written concern of knowingly false or prohibited marketing on the part of the Contractor.

iv. **Enterprise Policy and Standards:** All IT systems and applications developed by, or for Commonwealth agencies or operating within the Commonwealth's Network, must conform to the Enterprise Information Security Policies and Standards promulgated by the Commonwealth CIO as they exist at the effective date of the applicable Order or statement of work. The Enterprise Information Security Policies and Standards available via <https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>. Contractor delivery of IT systems and applications that fail to conform to the Enterprise Information Security Policies and Standards, absent the Commonwealth CIO's (or his/her designee's) grant of written permission, shall constitute breach of any Order or statement of work. The Commonwealth may choose to require the Contractor, at its own cost, to re-engineer the non-conforming system for the purpose of bringing it into compliance with Enterprise Information Security Policies and Standards.

15.11 **Subcontractors, Partners, Resellers:** Contractor must ensure that any subcontractor, fulfillment partner, dealer, or reseller who makes sales under this Agreement complies with the terms of the Agreement. The Purchasing Entity does not agree to, and is not responsible for, any terms and conditions which it does not agree to in writing.

15.12 **Non-Exclusive Agreement:** The Agreement shall be non-exclusive and shall not in any way preclude the Commonwealth of Massachusetts from entering into similar contracts and/or arrangements with other vendors or with vendors whose products or services are resold by Contractor, or from acquiring similar or equal goods and/or services from other entities or sources.

15.13 **Individual Customer:** Each Commonwealth agency and political subdivision, as a Purchasing Entity (See Section 3 for full listing), will be treated as if they were Individual Customers. Except to the extent modified by the Agreement, each agency and political subdivision will be responsible to follow the terms and conditions of the Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for its own charges, fees, and liabilities. Each agency and political subdivision will have

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the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Purchasing Entity individually.

15.14 Entire Agreement. This Agreement and its attachments, including all documents set forth in Section 5 (Order of Precedence) of the Participating Addendum, sets forth the entire agreement between the parties with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary to, or in addition to, the terms and conditions of this Agreement and its attachments, shall not be added to or incorporated into this Agreement, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Agreement and its attachments shall prevail and govern in the case of any such inconsistent or additional terms.

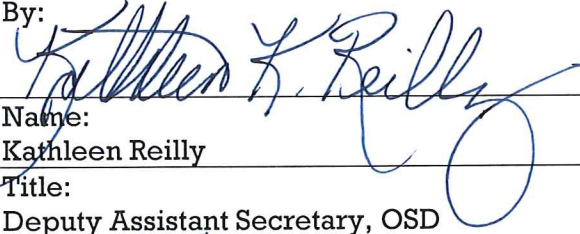

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of
execution by both parties below.

Participating State: Commonwealth of Massachusetts	Contractor: CherryRoad Technologies Inc.
By: 	By: 
Name: Kathleen Reilly	Name: Jeremy Gulban
Title: Deputy Assistant Secretary, OSD	Title: Chief Executive officer
Date: 1/7/20	Date: 12/17/19