# **Amendment 2 to NASPO ValuePoint Master Agreement**

Contract Effective Date:	1/19/2021	Total Contract Amount:	N/A
Original Contract Expiration Date:	<u>1/18/2024</u>	Original Contract:	N/A
Current Contract Expiration Date:	<u>1/18/2024</u>	Previous Amendment(s) Total:	N/A
Requested Contract Expiration Date:	<u>N/A</u>	This Amendment:	<u>N/A</u>

This amendment is by and between the State of Minnesota, acting through its Commissioner of Administration ("State") and Forrester Research, Inc, whose designated business address is 60 Acorn Park Drive, Cambridge, MA 02140 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

# Recitals

- 1. The State has a Master Agreement with the Contractor identified as SWIFT Contract Number 186841 ("Original Contract") to provide IT Research and Advisory Services.
- 2. The Master Agreement is being amended to add additional product lines to Exhibit C: Pricing.
- 3. The State and the Contractor are willing to amend the Original Master Agreement as stated below.

# **Master Agreement Amendment**

In this Amendment, changes to pre-existing Contract language will use strike through for deletions and <u>underlining</u> for insertions.

**REVISION 1.** Exhibit C: Pricing is amended as follows:

# **Base Pricing**

Contract Line Item Number (CLIN)	Product	Product Name	FORRESTER SKU	<u>NOTES</u>	QUANTITY	NASPO PRICE	<u>COMMERCIAL</u> <u>PRICE</u>	<u>NASPO</u> DISCOUNT <u>%</u>
001	Advisory	Service Unit	SERVICEUNIT		10	1,413.00	<u>1,570.00</u>	<u>5%+</u>
002	Executive Programs	Executive Program (CIO, CMO, CXO)	CMOEP_AOC_SHELL / CIOEP_AOC_N_SHELL / CXOEP_AOC_SHELL		1	88,825.00	<u>93,500.00</u>	<u>5%+</u>
003	Executive Programs	Executive Essentials (CIO, CMO, CXO)	CMOEE_AOC_SHELL / CIOEE_AOC_SHELL / CXOEE_AOC_SHELL		1	69,065.00	<u>72,700.00</u>	<u>5%+</u>
004	Research Products	Age of the Customer Research MEMBER	AOC_M	<u>See pricing</u> table	1	43,415.00	<u>45,700.00</u>	<u>5%+</u>
005	Research Products	Age of the Customer Research READER	AOC_R	<u>See pricing</u> table	1	14,820.00	<u>15,600.00</u>	<u>5%+</u>
006	Analytics	CX Index Industry Package	CXI_I_P_SHELL		1	59,232.50	<u>62,350.00</u>	<u>5%+</u>
007	Analytics	CX Index Add-On Business Impact Simulator	CT_CXI_BIST		1	8,208.00	<u>8,640.00</u>	<u>5%+</u>
008	Analytics	CX Index Add-On Module	CT_CXI_MOD		1	8,208.00	<u>8,640.00</u>	<u>5%+</u>
009	Analytics	CX Index Add-On Advisory Hour	CT_CXI_ADV_H		1	1,368.00	<u>1,440.00</u>	<u>5%+</u>
010	Analytics	CX Index Survey License	CT_CXI_SCORE		1	9,975.00	<u>10,500.00</u>	<u>5%+</u>
011	Learning	Learning - B2B - Online Course	L_OC_B2B	<u>See pricing</u> table	1	1,928.50	<u>2,030.00</u>	<u>5%+</u>
012	Learning	Learning - CX Certification - Online Course	CXC_L_OC	<u>See pricing</u> table	1	1,928.50	<u>2,030.00</u>	<u>5%+</u>

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Contract Line Item Number (CLIN)	Product	Product Name	FORRESTER SKU	<u>NOTES</u>	QUANTITY	NASPO PRICE	<u>COMMERCIAL</u> <u>PRICE</u>	<u>NASPO</u> <u>DISCOUNT</u> <u>%</u>
013	Learning	Learning - Zero Trust Certification - Online Course	ZTC_L_OC	See pricing table	1	1,928.50	<u>2,030.00</u>	<u>5%+</u>
014	Learning	Learning - CX Essentials - Online Course	CXC_L_EOC	<u>See pricing</u> table	100	9,880.00	<u>10,400.00</u>	<u>5%+</u>
015	Learning	Learning - CX Essentials - Customization Package	CXC_L_CP		1	14,820.00	<u>15,600.00</u>	<u>5%+</u>
016	Learning	Learning - Advisory	CXC_L_A		1 hour	1,491.50	<u>1,570.00</u>	<u>5%+</u>
017	Team Access	Team Access for Executive Program and up to 2 Team Members	TA_EP2_SHELL		1	118,560.00	<u>124,800.00</u>	<u>5%+</u>
018	Team Access	Team Access for Executive Program and up to 5 Team Members	TA_EP5_SHELL		1	143,260.00	<u>150,800.00</u>	<u>5%+</u>
019	Team Access	Team Access for Executive Program and up to 10 Team Members	TA_EP10_SHELL		1	172,900.00	<u>182,000.00</u>	<u>5%+</u>
020	Team Access	Team Access - AOC Research Member - Add-On	TA_AO_AOC_M		1	14,820.00	<u>15,600.00</u>	<u>5%+</u>
021	Consulting	Custom Advisory Consulting	Engagement Lead		1 hour	733.50	<u>815.00</u>	<u>5%+</u>
022	Consulting	Custom Advisory Consulting	Lead Analyst		1 hour	774.90	861.00	<u>5%+</u>
023	Consulting	Custom Advisory Consulting	Program Manager		1 hour	637.20	708.00	<u>5%+</u>
024	Consulting	Custom Advisory Consulting	Project Coordinator		1 hour	256.50	<u>285.00</u>	<u>5%+</u>
025	Consulting	Custom Advisory Consulting	SME III		1 hour	733.50	<u>815.00</u>	<u>5%+</u>
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Contract Line Item Number (CLIN)	Product	Product Name	FORRESTER SKU	<u>NOTES</u>	QUANTITY	NASPO PRICE	<u>COMMERCIAL</u> <u>PRICE</u>	NASPO DISCOUNT <u>%</u>
026	Consulting	Custom Advisory Consulting	SME II		1 hour	637.20	<u>708.00</u>	<u>5%+</u>
027	Consulting	Custom Advisory Consulting	SME I		1 hour	501.30	<u>557.00</u>	<u>5%+</u>
028	Consulting	Custom Advisory Consulting	Information Technology Consultant III		1 hour	364.50	<u>405.00</u>	<u>5%+</u>
029	Consulting	Custom Advisory Consulting	Information Technology Consultant II		1 hour	256.50	<u>285.00</u>	<u>5%+</u>
030	Consulting	Custom Advisory Consulting	Information Technology Consultant I		1 hour	112.50	<u>125.00</u>	<u>5%+</u>
031	Consulting	Custom Advisory Consulting	Business and Management Consultant III		1 hour	364.50	<u>405.00</u>	<u>5%+</u>
<del>031<u>032</u></del>	Consulting	Custom Advisory Consulting	Business and Management Consultant II		1 hour	256.50	<u>285.00</u>	<u>5%+</u>
<del>032</del> <u>033</u>	Consulting	Custom Advisory Consulting	Business and Management Consultant I		1 hour	112.50	<u>125.00</u>	<u>5%+</u>
<del>033</del> <u>034</u>	Consulting	Custom Advisory Consulting	Data and Analytics Consultant III		1 hour	630.00	<u>700.00</u>	<u>5%+</u>
<del>034</del>	Consulting	Custom Advisory Consulting	Data and Analytics Consultant II		1 hour	391.50	<u>435.00</u>	<u>5%+</u>
<del>035</del> <u>036</u>	Consulting	Custom Advisory Consulting	Data and Analytics Consultant I		1 hour	318.60	<u>354.00</u>	<u>5%+</u>
<del>036</del> <u>037</u>	Consulting	Custom Advisory Consulting	Learning and Training Consultant III		1 hour	364.50	<u>405.00</u>	<u>5%+</u>
<del>037</del> <u>038</u>	Consulting	Custom Advisory Consulting	Learning and Training Consultant II		1 hour	256.50	<u>285.00</u>	<u>5%+</u>
<del>038</del> <u>039</u>	Consulting	Custom Advisory Consulting	Learning and Training Consultant I		1 hour	112.50	<u>125.00</u>	<u>5%+</u>
<del>039</del>	Consulting	Custom Advisory Consulting	Editor		1 hour	126.90	<u>141.00</u>	<u>5%+</u>

Contract Line Item Number (CLIN)	Product	Product Name	FORRESTER SKU	<u>NOTES</u>	QUANTITY	NASPO PRICE	COMMERCIAL PRICE	<u>NASPO</u> DISCOUNT <u>%</u>
<del>040</del>	Consulting	Custom Advisory Consulting	Support Specialist		1 hour	153.00	<u>170.00</u>	<u>5%+</u>
	<u>Research</u> <u>Products</u>	Forrester Decisions VIP Leader	<u>FD_VIP</u>		<u>1</u>	<u>103,347.65</u>	<u>108,787.00</u>	<u>5%</u>
	<u>Research</u> <u>Products</u>	<u>Forrester Decisions</u> <u>Leader</u>	<u>FD_LD</u>		<u>1</u>	<u>59,815.80</u>	<u>62,964.00</u>	<u>5%</u>
	<u>Research</u> <u>Products</u>	Forrester Decisions Team Access	<u>FD_TM</u>		<u>1</u>	<u>20,447.80</u>	<u>21,524.00</u>	<u>5%</u>
	<u>Research</u> <u>Products</u>	Forrester Decisions Group Reader Access	<u>FD_GR</u>		<u>50</u>	<u>114,193.80</u>	<u>120,204.00</u>	<u>5%</u>
	<u>Research</u> Products	<u>Forrester Decisions</u> Group Reader Access Plus	FD_GR_PLUS		<u>1</u>	<u>59,815.80</u>	<u>62,964.00</u>	<u>5%</u>

VOLUME PRICING for Product Name	NUMBER OF SEATS/LICENSES	NASPO PRICE	COMMERCIAL PRICE	NASPO DISCOUNT <u>%</u>
Age of the Customer Research MEMBER	1	43,415.00	<u>45,700.00</u>	<u>5%</u>
Age of the Customer Research MEMBER	2	76,000.00	<u>80,000.00</u>	<u>5%</u>
Age of the Customer Research MEMBER	5	146,205.00	<u>153,900.00</u>	<u>5%</u>
Age of the Customer Research MEMBER	10	207,005.00	217,900.00	<u>5%</u>
Age of the Customer Research MEMBER	15	249,375.00	<u>262,500.00</u>	<u>5%</u>
Age of the Customer Research MEMBER	25	304,380.00	<u>320,400.00</u>	<u>5%</u>
Age of the Customer Research MEMBER	50	386,792.50	407,150.00	<u>5%</u>

Age of the Customer Research MEMBER	100	486,067.50	<u>511,650.00</u>	<u>5%</u>
VOLUME PRICING for Product Name	NUMBER OF SEATS/LICENSES	NASPO PRICE	COMMERCIAL PRICE	<u>NASPO</u> DISCOUNT <u>%</u>
Age of the Customer Research READER	1	14,820.00	15,600.00	<u>5%</u>
Age of the Customer Research READER	2	24,890.00	26,200.00	<u>5%</u>
Age of the Customer Research READER	5	55,100.00	<u>58,000.00</u>	<u>5%</u>
Age of the Customer Research READER	10	95,798.00	<u>100,840.00</u>	<u>5%</u>
Age of the Customer Research READER	15	120,355.50	<u>126,690.00</u>	<u>5%</u>
Age of the Customer Research READER	25	154,745.50	<u>162,890.00</u>	<u>5%</u>
Age of the Customer Research READER	50	215,070.50	<u>226,390.00</u>	<u>5%</u>
Age of the Customer Research READER	100	287,270.50	<u>302,390.00</u>	<u>5%</u>
VOLUME PRICING for Product Name	NUMBER OF SEATS/LICENSES	NASPO PRICE	COMMERCIAL PRICE	<u>NASPO</u> DISCOUNT %
Certification - Online Course (B2B, CX, ZT)	1	1,928.50	<u>2,030.00</u>	<u> </u>
Certification - Online Course (B2B, CX, ZT)	2	3,657.50	<u>3,850.00</u>	<u>5%</u>
Certification - Online Course (B2B, CX, ZT)	3	5,386.50	<u>5,670.00</u>	<u>5%</u>
Certification - Online Course (B2B, CX, ZT)	4	6,925.50	<u>7,290.00</u>	<u>5%</u>
Certification - Online Course (B2B, CX, ZT)	5	8,464.50	<u>8,910.00</u>	<u>5%</u>
Certification - Online Course (B2B, CX, ZT)	10	15,209.50	<u>16,010.00</u>	<u>5%</u>

Certification - Online Course (B2B, CX, ZT)	20	26,799.50	<u>28,210.00</u>	<u>5%</u>
Certification - Online Course (B2B, CX, ZT)	40	42,189.50	<u>44,410.00</u>	<u>5%</u>
VOLUME PRICING for Product Name	NUMBER OF SEATS/LICENSES	NASPO PRICE	<u>COMMERCIAL</u> <u>PRICE</u>	<u>NASPO</u> DISCOUNT <u>%</u>
Certification - CX Essentials Online Course	100	9,880.00	<u>10,400.00</u>	<u>5%</u>
Certification - CX Essentials Online Course	500	31,540.00	<u>33,200.00</u>	<u>5%</u>
Certification - CX Essentials Online Course	1000	47,215.00	49,700.00	<u>5%</u>
VOLUME PRICING for Product Name	NUMBER OF SEATS/LICENSES	NASPO PRICE	COMMERCIAL	NASPO DISCOUNT
			PRICE	<u></u>
Forrester Decisions Leader	<u>1</u>	<u>59,815.80</u>	<u>62,964.00</u>	<u>5%</u>
Forrester Decisions Leader	<u>2</u>	<u>106,580.50</u>	<u>112,190.00</u>	<u>5%</u>
Forrester Decisions Leader	<u>3</u>	<u>143,558.30</u>	<u>151,114.00</u>	<u>5%</u>
Forrester Decisions Leader	<u>4</u>	<u>180,535.15</u>	<u>190,037.00</u>	<u>5%</u>
Forrester Decisions Leader	<u>5</u>	<u>217,512.00</u>	<u>228,960.00</u>	<u>5%</u>
Forrester Decisions Leader	<u>6</u>	<u>261,014.40</u>	<u>274,752.00</u>	<u>5%</u>
Forrester Decisions Leader	<u>7</u>	<u>304,516.80</u>	<u>320,544.00</u>	<u>5%</u>
Forrester Decisions Leader	<u>8</u>	<u>348,019.20</u>	<u>366,336.00</u>	<u>5%</u>
Forrester Decisions Leader	<u>9</u>	<u>391,521.60</u>	<u>412,128.00</u>	<u>5%</u>
Forrester Decisions Leader	<u>10</u>	<u>435,024.00</u>	<u>457,920.00</u>	<u>5%</u>

VOLUME PRICING for Product Name	NUMBER OF SEATS/LICENSES	NASPO PRICE	COMMERCIAL PRICE	NASPO DISCOUNT <u>%</u>
Forrester Decisions Team Access	<u>1</u>	<u>20,447.80</u>	21,524.00	<u>5%</u>
Forrester Decisions Team Access	<u>2</u>	<u>33,827.60</u>	<u>35,608.00</u>	<u>5%</u>
Forrester Decisions Team Access	<u>3</u>	<u>43,399.80</u>	<u>45,684.00</u>	<u>5%</u>
Forrester Decisions Team Access	<u>4</u>	<u>52,972.00</u>	<u>55,760.00</u>	<u>5%</u>
Forrester Decisions Team Access	<u>5</u>	<u>62,545.15</u>	<u>65,837.00</u>	<u>5%</u>
Forrester Decisions Team Access	<u>6</u>	<u>72,117.35</u>	<u>75,913.00</u>	<u>5%</u>
Forrester Decisions Team Access	<u>7</u>	<u>80,602.75</u>	<u>84,845.00</u>	<u>5%</u>
Forrester Decisions Team Access	<u>8</u>	<u>89,087.20</u>	<u>93,776.00</u>	<u>5%</u>
Forrester Decisions Team Access	<u>9</u>	<u>97,572.60</u>	<u>102,708.00</u>	<u>5%</u>
Forrester Decisions Team Access	<u>10</u>	<u>106,058.00</u>	<u>111,640.00</u>	<u>5%</u>
VOLUME PRICING for Product Name	<u>NUMBER OF</u> <u>SEATS/LICENSES</u>	<u>NASPO PRICE</u>	<u>COMMERCIAL</u> <u>PRICE</u>	<u>NASPO</u> DISCOUNT <u>%</u>
Forrester Decisions Group Reader Access	<u>50</u>	<u>114,193.80</u>	<u>120,204.00</u>	<u>5%</u>
Forrester Decisions Group Reader Access	<u>100</u>	<u>163,134.00</u>	<u>171,720.00</u>	<u>5%</u>
Forrester Decisions Group Reader Access	<u>250</u>	<u>271,890.00</u>	<u>286,200.00</u>	<u>5%</u>
Forrester Decisions Group Reader Access	<u>500</u>	<u>435,024.00</u>	<u>457,920.00</u>	<u>5%</u>
Forrester Decisions Group Reader Access	<u>1000</u>	<u>652,536.00</u>	<u>686,880.00</u>	<u>5%</u>

Forrester Decisions Group Reader Access	<u>2000</u>	1,087,560.00	1,144,800.00	<u>5%</u>
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### **Defined Terms**

Defined Terms:

- ANALYST INQUIRY: Analyst Inquiry entitles the licensed user to request e-mail responses from the specified Forrester analysts and schedule one-on-one telephone meetings with such Forrester analysts at mutually agreed-upon times for periods not to exceed thirty (30) minutes per meeting. Analyst Inquiries should be based on Forrester's written research. All Analyst Inquiry responses are for Buyer's internal business use only.
- AOC EXCLUSIVE RESEARCH CONTENT: AOC Exclusive Research Content is the portion of Forrester's research delivered via www.forrester.com that is selected by Forrester, at its sole discretion, as exclusive content specific to navigating the age of the customer.
- CLICK AND SHARE: Click and Share allows the licensed user to share up to four (4) separate documents from the specified Research Content with up to four (4) non-licensed individuals during the term of the Order Form using the Click and Share function on Forrester's website. Click and Share is in addition to any other rights granted to Buyer under the Order Form, the Framework Agreement and the Call-Off Contract.
- CORE TEAM: Individuals who work directly for the Leader or with the Leader on cross-functional activities.
- DEPUTY: A Leadership Board Membership Deputy is a direct report of the Leadership Board Membership license holder. The Deputy acts with or on behalf of the Leadership Board Membership license holder.
- FORRESTER DECISIONS CONTENT: Forrester Decisions Content is Forrester's research delivered via www.forrester.com that is made available to all Forrester Decisions license holders and those portions that are specific to the functional discipline associated with the purchased User License.
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- M&S RESEARCH CONTENT: M&S Research Content is the portion of Forrester's written research delivered via www.forrester.com that is targeted specifically to professionals working in Marketing and Strategy roles within their organizations.
- RESEARCH INQUIRY: Research Inquiry allows licensed users to obtain answers regarding Forrester's research from Forrester's Research Inquiry team.

## Service Types

## I. RESEARCH

## 1. Forrester Decisions VIP Leader

Each Forrester Decisions VIP Leader License is a User License that entitles its holder to: (a) access to the Forrester Decisions Content associated with this license in accordance with the Master Agreement; (b) Share with Colleague; (c) Courtesy Guidance Sessions; (d) unlimited Courtesy Views; (e) attend peer discussions; (f) schedule and attend Forrester Decisions Guidance Sessions as needed; (g) one (1) VIP event ticket to a Forrester Forum or Summit held during the term of the contract; (h) access to a dedicated executive partner; and (i) two strategy sessions (up to six (6) hours each) with the executive partner. The VIP Leader license holder may invite two (2) direct reports to participate in executive partner meetings. An unlimited number of direct reports may participate in the strategy sessions.

## 2. Forrester Decisions Leader

Each Forrester Decisions Leader License is a User License that entitles its holder to (a) access to the Forrester Decisions Content associated with this license; (b) Share with Colleague (c) Courtesy Views; (d) Courtesy Guidance Sessions; (e) attend peer discussions; (f) schedule and attend Forrester Decisions Guidance Sessions as needed; and (g) one (1) event ticket (per year) to a Forrester Forum or Summit held during the term of the contract.

#### 3. Forrester Decisions Team

Each Forrester Decisions Team License is a User License that entitles its holder to: (a) access to the Forrester Decisions Content associated with this license; (b) Share with Colleague; (c) twenty (20) Courtesy Views; and (d) attend Forrester Decisions Guidance Sessions scheduled and attended by a Forrester Decisions Leader or Forrester Decisions VIP Leader license holder.

#### 4. Forrester Decisions Group Reader Access

Each Forrester Decisions Group Reader Access License is a User License entitles its holder to: (a) access to that portion of Forrester Decisions Content that is made available to all Forrester Decisions license holders; (b) ten (10) Courtesy Views; and (c) attend Forrester Decisions Guidance Sessions scheduled and attended by a Forrester Decisions VIP Leader license holder or Forrester Market Insights Inquiry Sessions scheduled and attended by a Forrester Market Insights Leader license holder.

#### 5. Forrester Decisions Group Reader Access Plus

Each Forrester Decisions Reader Access Plus licensed is a User License that entitles its holder to: (a) access to the Forrester Decisions Content associated with this license; (b) Share with Colleague; (d) twenty (20) Courtesy Views, and (e) attend Forrester Decisions Guidance Sessions scheduled and attended by a Forrester Decisions Leader or Forrester Decisions VIP Leader license holder or Forrester Market Insights Inquiry Sessions scheduled and attended by a Forrester Market Insights Leader license holder.

#### 6. 1. Age of the Customer Research Reader

AGE OF THE CUSTOMER RESEARCH READER: Each Age of the Customer Research Reader License purchased hereunder is a User License that entitles its holder to: (a) access to the BT Research Content, M&S Research Content and AOC Exclusive Research Content in accordance with the Master Agreement; (b) Research Inquiry; and (c) Click and Share.

#### 7. 2. Age of the Customer Research Member

AGE OF THE CUSTOMER RESEARCH MEMBER: Each Age of the Customer Research Member License purchased is a User License that entitles its holder to: (a) access to the BT Research Content, M&S Research Content and AOC Exclusive Research Content in accordance with the Framework Agreement, Call-Off Contract and the product terms herein; (b) unlimited Analyst Inquiry with the Forrester analysts producing the BT Research Content, M&S Research Content, M&S Research Content, and AOC Exclusive Research Content, Content and AOC Exclusive Research Content; (c) participation in Forrester Webinars with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content, M&S Research Content and AOC Exclusive Research Content; (c) participation in Forrester Webinars with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content, M&S Research Content and AOC Exclusive Research Content and AOC Exclusiv

## II. CONNECT

#### 1. Executive Program

FORRESTER EXECUTIVE PROGRAM: Each Forrester Executive Program Membership License purchased is a User License that entitles its holder to: (a) participation in the specified Forrester Executive Program; (b) access to the BT Research Content, M&S Research Content and AOC Exclusive Research Content in accordance with the

Framework Agreement, Call-Off Contract and the product terms herein; (c) unlimited Analyst Inquiry with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content; (d) participation in Forrester Webinars with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content held during the term of the Order Form; (e) Research Inquiry; (f) Click and Share; (g) access to a dedicated executive partner; (h) attendance to one (1) Forrester Forum held during the term of the Order Form; and (i) two onsite strategy sessions with the executive partner and/or a Forrester analyst (travel costs included for any same continent travel). The Forrester Executive Program Membership License holder may designate one (1) named Deputy to participate in the following Executive Program activities: Advisor Check-ins, Analyst Inquiries, and Group Peer Exchanges, provided the license holder initiates and concurrently participates in such activities. The Deputy may not be changed without Forrester's prior approval, except that Buyer may substitute a Deputy upon notice to Forrester if: (1) a Deputy leaves Buyer's employ or is no longer a direct report of the Executive Program Membership License holder; or (2) a Deputy's job function has substantially changed, so that such Deputy's access to the foregoing select activities is no longer deemed necessary by Buyer.

## 2. Executive Essentials for CIO

FORRESTER EXECUTIVE ESSENTIALS: Each Forrester Executive Essentials Membership License purchased is a User License that entitles its holder to: (a) participation in the specified Forrester Executive Program; (b) access to the BT Research Content, M&S Research Content and AOC Exclusive Research Content in accordance with the Framework Agreement, Call-Off Contract and the product terms herein; (c) unlimited Analyst Inquiry with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content; (d) participation in Forrester Webinars with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content held during the term of the Order Form; (e) Research Inquiry; (f) Click and Share; (g) access to a dedicated executive partner; and (h) attendance to one (1) Forrester Forum held during the term of the Order Form.

The Membership License holder may designate one (1) named Deputy to participate in the following Executive Essentials activities: Advisor Check-ins, Analyst Inquiries, and Group Peer Exchanges, provided the license holder initiates and concurrently participates in such activities. The Deputy may not be changed without Forrester's prior approval, except that Buyer may substitute a Deputy upon notice to Forrester if: (1) a Deputy leaves Buyer's employ or is no longer a direct report of the Executive Essentials Membership License holder; or (2) a Deputy's job function has substantially changed, so that such Deputy's access to the foregoing select activities is no longer deemed necessary by Buyer.

## III. TEAM ACCESS

## 1. Team Access for Executive Program

 TEAM ACCESS FOR EXECUTIVE PROGRAM: Each Team Access for Executive Program Membership License purchased is a User License that entitles its holder to: (a) participation in the specified Forrester Executive Program; (b) access to the BT Research Content, M&S Research Content and AOC Exclusive Research Content in accordance with the Framework Agreement, Call-Off Contract and the product terms herein; (c) unlimited Analyst Inquiry with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content; (d) participation in Forrester Webinars with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content held during the term of the Order Form; (e) Research Inquiry; (f) Click and Share; (g) access to a dedicated executive partner; (h) attendance to one (1) Forrester Forum held during the term of the Order Form; and (j) two onsite strategy sessions with the executive partner and/or a Forrester analyst (travel costs included for any same continent travel).

The Membership License holder may invite two of his or her direct reports to participate in executive partner meetings. An unlimited number of direct reports may participate in the onsite strategy sessions.

2. TEAM ACCESS – 2 Members: Each Team Access license purchased broadens the scope of the associated Leadership Board Membership or Forrester Executive Program Membership License, as applicable, by granting its holder (referred to herein as the "Leader") the right to assign two (2) Team Access Member licenses to individuals in the Leader's Core Team. Core Team members assigned a Team Access Member license hereunder may participate in Analyst Inquiries requested by the Leader and each other, share documents with other Core Team members and attend one (1) Forrester forum. The Leader may reassign one (1) User License within one calendar year at the Leader's convenience.

## 3. Team Access - AOC Research Member - Add-On

TEAM ACCESS RESEARCH MEMBER: Each Team Access Research Member License purchased is a User License that entitles its holder to: (a) access to the BT Research Content, M&S Research Content and AOC Exclusive Research Content in accordance with the Framework Agreement, Call-Off Contract and the product terms herein; (b) unlimited Analyst Inquiry with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content; (c) participation in Forrester Webinars with the Forrester analysts producing the BT Research Content held during the term of the Order Form; (d) Research Inquiry; and (e) Click and Share.

# 4. Team Access - AOC Research Reader Add-On for a Team up to XX

TEAM ACCESS RESEARCH READER: Each Team Access Research Reader License purchased is a User License that entitles its holder to: (a) access to the BT Research Content, M&S Research Content and AOC Exclusive Research Content in accordance with the Framework Agreement, Call-Off Contract and the product terms herein; (b) Research Inquiry; and (c) Click and Share.

# IV. LEARNING

# 1. Learning – CX Certification – Online Course

LEARNING - CX CERTIFICATION - ONLINE COURSE - Each Forrester CX Training and Certification User License purchased hereunder entitles the licensed users to access Forrester's Training and Certification eLearning portal during the term of this Purchase Agreement for an eight (8) week continuous period ("Access Period"). During the Access Period each User License holder has access to (a) pre-course materials; and (b) the selected CX Training and Certification course. A Forrester certification in the selected CX Training and Certification course will be issued to each licensed user that completes the course content, as determined by Forrester in its sole discretion. The level of certification may be subject to eligibility requirements. Client is specifically prohibited from displaying, disseminating, or otherwise providing access to the Forrester Training and Certification e-Learning Portal and any Training and Certification program content to any non-licensed employee or any third party. Any Client requests for customization of a Forrester Training and Certification course that is available during the term of this Purchase Agreement.

## 2. Learning – CX Essentials – Online Course

CX ESSENTIALS – ONLINE COURSE – Each Forrester CX Essentials license purchased hereunder is a User License that entitles its holder to the following during a consecutive twelve (12) month period beginning during the term of this Purchase Agreement: (a) access to Forrester's Training and Certification eLearning portal; b) pre-course materials; and (c) the selected CX Training course. Materials and content accessed shall be versions existing as of the start date of this Purchase Agreement. Client is specifically prohibited from displaying, disseminating, or otherwise providing access to the Forrester Training and Certification e-Learning Portal and any CX Essentials Online content to any non-licensed employee or any third party. Client shall have access to administrator features through Forrester's Training and Certification eLearning Portal for one (1) licensed user designated by Client. Customization of a CX Essentials online course is subject to separate fees.

3. Learning – Zero Trust – Online Course

CERTIFICATION - ZERO TRUST - ONLINE COURSE - Each Forrester Zero Trust Training and Certification User License purchased hereunder entitles the licensed users to access Forrester's Training and Certification eLearning portal during the term of this Purchase Agreement for the length of time specified in the course terms and conditions ("Access Period "). During the Access Period each User License holder has access to (a) pre-course materials; and (b) the selected Zero Trust Training and Certification course. A Forrester certification in the selected Zero Trust Training and Certification course will be issued to each licensed user that completes the course content, as determined by Forrester in its sole discretion. The level of certification may be subject to eligibility requirements. Client is specifically prohibited from displaying, disseminating, or otherwise providing access to the Forrester Training and Certification e-Learning Portal and any Training and Certification program content to any non-licensed employee or any third party. Any Client requests for customization of a Forrester Training and Certification program are subject to separate scoping and additional fees. Client may select a course from any Forrester Zero Trust Certification course that is available during the term of this Purchase Agreement.

#### V. ANALYTICS

Each CX Index Advisory Hour purchased hereunder entitles the Client to one (1) hour of access to the CX Index Product Team to conduct mutually agreed CX Index data analysis and insights work.

## 1. CX Index Survey License

CX INDEX SURVEY LICENSE: Each CX Index Survey License purchased hereunder is a license that during the term of this Purchase Agreement entitles Client to utilize the standardized CX Index survey questions (customization not included) that capture the CX Index Metrics (i.e., the Three E's of CX Quality, the three Loyalty factors, and CX Drivers) within one (1) client-run survey to capture up to 5,000 completed responses. Scoring for additional completed responses requires the purchase of additional CX Index Survey License(s). Client assumes the responsibility to program, test, and field/host the survey without Forrester support. Forrester will conduct one (1) courtesy review of the survey test link to ensure the survey programming was done correctly. After the survey has been fielded, Client will send Forrester a SPSS (or other mutually agreeable format) file with all the survey data captured and, if applicable, any other associated data the client deems useful in the analysis phase of the engagement, provided, however, that Client will ensure that no personally identifying information (PII) will be included in such data file. Data analysis, insights support and intermediate scoring of the data while fielding is in process are not included in this engagement.

Client is permitted to display or disseminate CX Index data resulting from the Survey License study only internally within Client's organization. The CX Index survey questions and CX driver statements may only be used in connection with Client's use of the CX Index products and services purchased hereunder. Client is specifically prohibited from displaying, disseminating or otherwise providing access to any CX Index data or CX Index survey questions or CX driver statements to any third party, including contractors, consultants, agencies, clients or customers.

Solely upon execution of a Purchase Agreement for a CX Ad Rights License, Client is permitted to display or disseminate the results from this Survey License study externally, subject to the terms of the applicable Purchase Agreement and Forrester's prior review and approval of Client's award citation.

#### 2. CX Index Industry Package - Essentials

CX INDEX INDUSTRY PACKAGE – ESSENTIALS: Each CX Index Industry Package – Essentials purchased hereunder is a license that during the term of this Purchase Agreement entitles Client to (i) assign an unlimited amount of CX Index Platform User Licenses for one industry in one geographic segment in accordance with the Master Agreement, and (ii) up to one (1) hour of CX Index Platform support with a CX Index Program Manager. Each User License holder requires a username and password to access the platform. Access to the CX Index Platform includes CX Index Benchmark data selected by Forrester, at its sole discretion, for one industry and one geographic segment. Data analyses or insights support is not included as part of this package.

Client is permitted to display or disseminate CX Index Industry Data only internally within Client's organization. The CX Index survey questions and CX driver statements provided in the CX Index Industry Benchmark Data or survey instrument may only be used in connection with Client's use of the CX Index products and services purchased hereunder. Client is specifically prohibited from displaying, disseminating or otherwise providing access to any CX Index Industry Benchmark Data or CX Index survey questions or CX driver statements to any third party, including contractors, consultants, agencies, clients or customers.

Solely upon execution of a Purchase Agreement for a CX Ad Rights License, Client is permitted to display or disseminate its CX Index award status (e.g. CX Elite or #1 Leader in the Industry) externally, subject to the terms of the applicable Purchase Agreement and Forrester's prior review and approval of Client's award citation.

#### 3. CX Index Industry Package

CX INDEX INDUSTRY PACKAGE (US/Canada only): Each CX Index Industry Package purchased hereunder is a license that during the term of this Purchase Agreement entitles Client to (i) assign an unlimited amount of CX Index Platform User Licenses to one industry in one geographic segment in accordance with the Master Agreement and(ii) a CX Index Engagement Program in accordance with the below. Each User license holder requires a username and password to access the platform. Access to the CX Index Platform includes CX Index Benchmark data selected by Forrester, at its sole discretion, for one industry and one geographic segment. The CX Index Engagement Program includes the following:

(a) Alignment Kickoff – one (1) 60-minute session reviewing the CX Index Engagement Program, including descriptions of deliveries, timing of deliveries, and information Client must supply prior to starting analysis.

(b) Preview of Insights & Assessments Presentation – one (1) 30-minute meeting to preview high level insights and recommendations. Client may request slides be reorganized and deleted, but no additional data analysis will be conducted or new slides created.

(c) Insights & Assessment Presentation- one (1) 90-minute presentation that includes a review of the Client's performance and the performance of up to five selected competitors on the key CX metrics, the recommended 6-8 CX Priority Drivers.

(d) Business Impact Simulator - (a) One (1) Excel-based Business Impact Simulator created to showcase the relationship between priority CX drivers and key business impact metrics and (b) one (1) 30-minute inquiry call to answer any Client questions about the Business Impact Simulator.

(e) Preview of Module Presentation – one (1) 30-minute meeting to preview high level insights and recommendations. Forrester may delete or reorganize slides upon Clients request, but no additional data analysis will be conducted or new slides created.

(f) CX Index Module - one (1) 60-minute delivery of the mutually agreed CX Index data analysis and insights work.

Client is permitted to display or disseminate CX Index Industry Data only internally within Client's organization. The CX Index survey questions and CX driver statements provided in the CX Index Industry Benchmark Data or survey instrument may only be used in connection with Client's use of the CX Index products and services purchased hereunder. Client is specifically prohibited from displaying, disseminating or otherwise providing access to any CX Index Industry Benchmark Data or CX Index survey questions or CX driver statements to any third party, including contractors, consultants, clients or customers.

Solely upon execution of a Purchase Agreement for a CX Ad Rights License, Client is permitted to display or disseminate its CX Index award status (e.g. CX Elite or #1 Leader in the Industry) externally, subject to the terms of the applicable Purchase Agreement and Forrester's prior review and approval of Client's award citation.

Each CX Index CX Elite Data Package purchased hereunder is a license that during the term of this Purchase Agreement entitles Client to access the following in connection with one (1) Forrester CX Index Benchmark year: (a) CX Index Metrics (performance on the CX Index score, the Three E's of CX Quality, the three Loyalty factors, and CX Drivers) for up to five CX Elite brands identified by Forrester in one geographic segment; (b) one (1) 60-minute CX Elite insights presentation that includes one (1) PowerPoint deck containing data insights and analyses. The focus of the CX Elite insights presentation will revolve exclusively around the thematic best-practices (from CX Elite brands and others) related to the Three E's of CX Quality (Effectiveness, Ease, and Emotion). Each User license holder requires a username and password to access the platform.

Client is permitted to display or disseminate CX Index CX Elite Data only internally within Client's organization. The CX Index survey questions and CX driver statements provided in the CX Index CX Elite Data or survey instrument may only be used in connection with Client's use of the CX Index products and services purchased hereunder. Client is specifically prohibited from displaying, disseminating or otherwise providing access to any CX Index CX Elite Data or CX Index survey questions or CX driver statements to any third party, including contractors, consultants, clients or customers.

4. CX Index Module – Add On

#### CX INDEX MODULE - ADD ON: Each CX Index Module entitles Client to

(a) One (1) 30-minute meeting to preview high level insights and recommendations. Client may request slides be reorganized and deleted, but no additional data analysis will be conducted or new slides created.

(b) One (1) 60-minute presentation of the mutually agreed CX Index data analysis and insights, including the associated PowerPoint slides.

Client is permitted to display or disseminate CX Index Data only internally within Client's organization. The CX Index survey questions and CX driver statements provided in the CX Index Data or survey instrument may only be used in connection with Client's use of the CX Index products and services purchased hereunder. Client is specifically prohibited from displaying, disseminating or otherwise providing access to any CX Index Data or CX Index survey questions or CX driver statements to any third party, including contractors, consultants, agencies, clients or customers.

Solely upon execution of a Purchase Agreement for a CX Ad Rights License, Client is permitted to display or disseminate its CX Index award status (e.g. CX Elite or #1 Leader in the Industry) externally subject to the terms of the applicable Purchase Agreement and Forrester's prior review and approval of Client's award citation.

#### 5. CX Index Business Impact Simulator

CX INDEX BUSINESS IMPACT SIMULATOR: Each Business Impact Simulator purchased hereunder entitles Client to (a) one (1) Excel-based Business Impact Simulator created to showcase the relationship between priority CX drivers and key business impact metrics and (b) one (1) 60-minute inquiry call to answer any Client questions about the Business Impact Simulator.

Client is permitted to display or disseminate CX Index data and results from the Business Impact Simulator only internally within Client's organization. The Business Impact Simulator questions and model algorithm details, as well as CX Index survey questions and CX driver statements provided in the CX Index Data or survey instrument, may only be used in connection with Client's use of the CX Index products and services purchased hereunder. Client is specifically prohibited from displaying, disseminating or otherwise providing access to any CX Index Data, CX Index survey questions, CX driver statements, Business Impact Simulator questions, or Business Impact Simulator model algorithm details to any third party, including contractors, consultants, agencies, clients or customers.

Solely upon execution of a Purchase Agreement for a CX Ad Rights License, Client is permitted to display or disseminate its CX Index award status (e.g. CX Elite or #1 Leader in the Industry) externally subject to the terms of the applicable Purchase Agreement and Forrester's prior review and approval of Client's award citation.

#### VI. CONSULTING AND ADVISORY

- I. PROJECT CONSULTING: Forrester will provide the consulting services the Buyer and Supplier agree to in an Order Form ("Consulting Services"). Consulting Services are intended for Buyer's internal purposes. Project Specific IPRs, and any Supplier Background IPR provided along with or as part of Project Specific IPRs, shall not be shared outside of the Buyer unless required pursuant to a Request for Information or other applicable Laws.
- II. ADVISORY: Advisory may be used by Clients to access Forrester's Analyst community. Advisory can be used for ad-hoc analyst inquiries, speeches, webinars, strategy sessions or other short interactions with Forrester analysts to deliver a deeper understanding of Forrester Works. Advisory may not be used to access analysts responsible for creating and delivering SiriusDecisions branded research content.

Except as amended herein, the terms and conditions of the Original Master Agreement and all previous amendments remain in full force and effect.

#### 1. Contractor

The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Chris Finn

Print Name:

Signat	ur∉:	inis	Finn
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Title: Chief Financial offic@ate: 12/21/2022

## 2. State Agency

With delegated authority

Print Name: Rachel Doug	herty						
Print Name:							
Signature Rachel Dougherty Title: Contracts Manager	Date:	12/22/2022					

#### **3.** Commissioner of Administration As delegated to The Office of State Procurement

Luke Jannett Print Name: Docusigned by:		
Signature: Janut		
Title:	Date:	12/22/2022
Admin ID:		