Amazon Web Services (AWS) Appendix

Please reference this appendix for all materials included in the zip file.

CDTS/AWS Cloud Services Agreement/Terms & Conditions Attachments:

1. Contract User Instructions- 1-17-70-50A
2. Appendix A- AWS Seller Direct Terms
3. Exhibit A-AWS Service Agreement
4. Exhibit B-AWS GovCloud (US) Terms and Conditions
5. Exhibit C-Mutual NDA
6. Attachment 1-Contract Pricing
7. Attachment 2-Technical Requirements
8. OTECH Customer ID Code Request

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

CONTRACT USER INSTRUCTIONS

****NON-MANDATORY****

CONTRACT NUMBER:	1-17-70-50A
DESCRIPTION:	Platform as a Service and Infrastructure as a Service Cloud Services – Amazon Web Services
CONTRACTOR(S):	JHC Technology, Inc.
CONTRACT TERM:	06/15/2017 through 06/14/2020
STATE CONTRACT ADMINISTRATOR:	Sarah Samaan (916) 375-4432 Sarah.Samaan@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms per AWS Seller Direct General and Special provisions, Exhibit A- AWS Service Agreement, Exhibit B AWS GovCloud (US) Terms and Conditions, and Exhibit C- Mutual NDA.

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION		JHC Technology, Inc.
U.S. Mail	Contact	Contractor Contract Manager
JHC Technology, Inc. 401 Post Office Road, Suite 201 Waldorf, Md., 20602	JHC Technology, Inc. 401 Post Office Road, Suite 201 Waldorf, Md., 20602 Keith Irizarry: 609-780-2710 301-965-0918 kirizarry@jhctechnology.com	JHC Technology, Inc. 401 Post Office Road, Suite 201 Waldorf, Md., 20602 Matt Jordan 814-421-0617 301-965-0918 mjordan@jhctechnology.com
Contractor Website:		

Signature on File _______________ Date: 6/15/2017

Sarah Samaan, Contract Administrator

Contract (Non-Mandatory) 1-17-70-50B

Contract User Instructions

1. SCOPE

The State's contract with JHC Technology, Inc. (Contractor) provides FedRAMP High Platform as a Service (PaaS) and Infrastructure as a Service (IaaS) Cloud Services at contracted pricing to the State of California and local governmental agencies via the California Department of Technology (CDT) in accordance with the requirements of Contract # 1-17-70-50A. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and provision of Platform as a Service and Infrastructure as a Service Cloud Services – Amazon Web Services to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one-year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. All Users

All State of California departments and Local Government agencies MUST purchase through the CDT per Attachment 3, Tech Alert 17-(TBD).

B. State Departments

- The use of this contract is non-mandatory for all State of California departments.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at http://www.dgs.ca.gov/pd/Programs/Delegated.aspx or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

C. Local Governmental Agencies

- Local governmental agency use of this contract is optional.

- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges'', empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
  - Local governmental agency
  - Contact name
  - Telephone number
  - Mailing address
  - Facsimile number and e-mail address

  DGS Billing Code Contact: 916-375-4400

D. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. ADMINISTRATIVE FEES

A. State Departments

The DGS and CDT will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services located at: http://www.dgs.ca.gov/ofs/home.aspx (Go to Price Book and click on “Purchasing” under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency’s purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. EXEMPT PURCHASES

There are no Exempt Purchases associated with this contract.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed Attachment 4, Supplier Performance Report via email or facsimile to the State Contract Administrator identified in Article 34, Contract Administration. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

7. CONTRACT ITEMS

This contract includes PaaS and IaaS cloud services, limited to those rated FedRAMP high. They are offered at a discount off list price per Attachent 1, Contract Pricing. List prices may fluctuate through the life of the contract. Higher discount percentages may be offered by the Contractor but under no circumstances shall the discount percentage decrease. No other cloud services are offered under this contract.

8. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, must conform to Attachment B, Technical Requirements.

9. CUSTOMER SERVICE

Contractor will provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM (PT).

Contact	Phone	Email
Keith Irizarry	(609) 780-2710	kirizarry@jhctechnology.com

10. ELECTRONIC CATALOG/CONTRACT WEBSITE

A contract website for PaaS and IaaS Cloud Services is available at www.aws.amazon.com/pricing. Only FedRAMP High PaaS and IaaS services are applicable to this contract.

11. PRE-ORDER CONFIGURATION CONSULTATION

Ordering agencies will consult with the CDT to identify and purchase the appropriate Cloud Services under this contract.

12. OFFER FORMAT

Not applicable.

13. ELECTRONIC WASTE RECYCLING FEE

Not applicable.

14. SERVICE LEVEL AGREEMENT SUBSTITUTIONS

Service Level Agreements (SLAs) meeting or exceeding the Technical Requirements shall be available throughout the duration of the contract term. The contract provides for technology refresh as SLAs are discontinued.

The Contractor will maintain the contract discount as bid throughout the original term of the contract and any extension, including upon SLA substitution.

15. PROMOTIONAL PRICING

Not applicable.

16. STATE AGENCY INFORMATION TECHNOLOGY CERTFICATION REQUIREMENT

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

Contract (Non-Mandatory) 1-17-70-50B

Contract User Instructions

Not applicable.

17. PURCHASE EXECUTION

All contract purchases will be made though the CDT. Ordering Agencies will consult with and place orders through the CDT, who will then purchase the applicable Cloud Services from the Contractor.

A. State Departments

1) Std. 65 Purchase Documents

The CDT may use the Purchasing Authority Purchase Order (Std. 65) for purchase execution.

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is allowed.

B. Local Governmental Agencies

Local Governmental agencies will consult with and place orders through the CDT, who will then purchase the applicable Cloud Services from the Contractor.

18. MINIMUM ORDER

There is no minimum order for this contract.

19. ORDERING PROCEDURE

A. Ordering Agencies

Ordering agencies shall submit their Service Requests to the CDT contact below:

Contact	Phone	Email
Office of Customer Engagement	(916) 431-5476	Account Lead Directory

B. CDT Ordering Methods:

The CDTwill submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email
- Online

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail	**Facsimile**	**Email**
JHC Technology, Inc. 401 Post Office Road, Suite 201 Waldorf, Md., 20602	(301) 965-0918	awsresell@jhctechnology.com

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

20. ORDER ACCEPTANCE

The Contractor shall accept orders from the CDT only. The Contractor shall not accept purchase documents for this contract that:

- Are submitted by an Ordering Agency other than the CDT;
- Are incomplete;
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from the CDT for any other reason without written authorization from the CA.

21. ORDER RECEIPT CONFIRMATION

The Contractor will provide CDT with an order receipt confirmation, via e-mail or facsimile, within one (1) business day after receipt of an order. The Order Receipt Confirmation shall include the following information:

- Ordering Agency Name
- Agency Order Number
- Purchase Order Total Cost

22. OUT OF STOCK REMEDY

Not applicable.

23. DISCONTINUED ITEM REMEDY

Not applicable.

24. DELIVERY SCHEDULES

Not applicable.

25. EMERGENCY/EXPEDITED ORDERS

Not applicable.

26. FREE ON BOARD (F.O.B.) DESTINATION

Not applicable.

27. PALLETS

Not applicable.

28. SHIPPED ORDERS

Not applicable.

29. PACKING SLIP

Not applicable.

30. PACKING LABEL

Not applicable.

31. HAZARDOUS MATERIALS DOCUMENTATION

Not applicable.

32. INSTALLATION

Not applicable.

33. INSPECTION AND ACCEPTANCE

Not applicable.

34. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Contract (Non-Mandatory) 1-17-70-50B

Contract User Instructions

Administrator Information	**DGS/PD** (State Contract Administrator)	**JHC Technology, Inc.** (Contractor)
Contact Name:	Sarah Samaan	Matt Jordan
Telephone:	(916) 375-4432	(814) 421-0617
Email:	Sarah.Samaan@dgs.ca.gov	mjordan@jhctechnology.com
Address:	DGS/Procurement Division Attn: Sarah Samaan 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605	JCH Technology, Inc. Attn: Matt Jordan 401 Post Office Road, Suite 201, Waldorf, Md., 20602

35. RETURN POLICY

Not applicable.

36. CREDIT POLICY

The State reservers the right to take credits in the event the Contractor fails to meet and applicable SLA.

37. RESTOCKING FEES

Not applicable.

38. PAYMENT

A. Terms

Payments are to be made in accordance with Appendix A, Exhibit 1, paragraph 23, Required Payment Date.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

D. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

39. CAL-CARD INVOICING

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

40. CALIFORNIA USE TAX PERMIT

The California use tax permit number for the contractor is listed below. Ordering agencies can verify that permits are currently valid at the following website: www.boe.ca.gov.

Contractor Name	Use Tax Permit #
JCH Technology, Inc.	103-091924

41. ACCESSIBILITY COMPLIANCE/ VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE (VPAT)

Accessibility is in accordance with Appendix A, Exhibit 1, paragraph 42, Americans with Disabilities Act.

42. WARRANTY

Warranty requirements shall be in accordance Appendix A, Exhibit 1, paragraph 12, Warranty.

43. QUALITY ASSURANCE GUARANTEES

The terms of this contract will supersede any language to the contrary on purchase orders, invoices, or other sources.

44. EQUIPMENT REPLACEMENT DURING WARRANTY

Not applicable.

45. PRINCIPAL PERIOD OF MAINTENANCE

Not applicable.

46. RECYCLED CONTENT

There is no recycled content associated with this contract.

47. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

48. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)

There are no certified firms participating in this contract.

49. TAKE BACK/TRADE IN

Not applicable.

50. ELECTRONIC WASTE RECYCLING

Not applicable.

51. ATTACHMENTS

Appendix A – AWS Seller Direct General and Special provisions
Exhibit A- AWS Service Agreement
Exhibit B - AWS GovCloud (US) Terms and Conditions
Exhibit C - Mutual NDA

Attachment 1 – Contract Pricing
Attachment 2 – Technical Requirements
Attachment 3 – Tech Alert 17-(TBD)
Attachment 4 – Supplier Performance Report

APPENDIX A: AWS SELLER DIRECT GENERAL PROVISIONS -- CLOUD COMPUTING

1. DEFINITIONS: Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.

a. **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

b. **"AWS GovCloud(US) Terms"** means the AWS GovCloud(US) Terms and Conditions attached to the Service terms as Exhibit B.

c. **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.

d. **"Buyer"** means the State's authorized contracting official.

e. **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.

f. **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.

g. **"Documentation"** shall have the same meaning as that term in the Service Agreement (Exhibit A).

h. **"Eligible Public Entity"** means each of the California public entities authorized to purchase the Services offered hereunder which will be documented at the time of contract execution, and which the parties agree may be amended as needed from time to time in order to accommodate reorganization of the State government. Eligible Public Entities shall be "Customers" under the Service Agreement. "Public Entity", as used in this part, means the state, county, city, city and county, district, public authority, public agency, municipal corporation, or any other political subdivision or public corporation in the state. "Public Entity" also means a federally-recognized tribal entity acting in its tribal governmental capacity.

i. **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer and telecommunications equipment).

j. **"Hardware"** usually refers to computer equipment and is contrasted with Software. See also equipment.

k. **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interactions between people and machines.

l. **"Infrastructure as a Service"** means commercial services offered for sale to the State and are defined by the National Institute of Standards and Technology (NIST) Special Publication 800-145 or its successors.

m. “**Nondisclosure Agreement**” **(or “NDA”)** means the Nondisclosure Agreement attached to the Service terms as Exhibit C.

n. **"Platform as a Service"** means commercial services offered for sale to the State and are defined by the National Institute of Standards and Technology (NIST) Special Publication 800-145 or its successors.

o. **"Maintenance"** means that maintenance performed by the Contractor which results from a Services failure, and which is performed as required, i.e., on an unscheduled basis.

p. **“Service Agreement”** means the AWS Service Agreement attached to these terms as Exhibit A, which is hereby incorporated by reference into these terms.

q. “**Service Level Agreement**” (SLA) shall have the same meaning as that term under the Service Agreement**.**

r. **"Services"** shall have the same meaning as “Service Offerings” under the Service Agreement and includes the cloud computing services, including Infrastructure as a Service and Platform as a Service offered to the State by the Contractor herein.

s. **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including operating Software and Application Programs

t. “**Special Provisions**” means the Seller Direct Cloud Computing Services Special Provisions incorporated into this Contract.

u. **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

v. **"State Data"** shall have the same meaning as “Customer Content” under the Service Agreement.

w. **“Statement of Work”** means any schedule for Professional Services work to be performed by Contractor subject to the terms of this agreement.

x. **“Subcontract”** means a contract awarded by Contractor to a Subcontractor requiring the Subcontractor to perform Services for the State on the Contractor’s behalf, specifically required by and in connection with the Contract.

y. **“Subcontractor”** means a business entity holding a Subcontract with Contractor. Subcontractors shall not include suppliers that support Contractor’s Services not specifically in connection with this Contract.

z. **"User"** shall have the same meaning as “End User” under the Service Agreement and includes any individual, organization, or system that accesses the Contractor’s Services under this Contract, including but not limited to State employees, contractors, customers, and constituents.

aa. **“U.S. Intellectual Property Rights”** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. CONTRACT FORMATION:
a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then

Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.

b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer unless otherwise withdrawn prior to the close of final bid opening and this Contract document is the State's acceptance of that offer.

c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

3. COMPLETE INTEGRATION: This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. SEVERABILITY: The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. APPLICABLE LAW: This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. Notwithstanding the forgoing, either party may seek injunctive relief in any court of competent jurisdiction in California for any actual or alleged infringement of such party's, its Affiliates' or any third party's intellectual property or other proprietary rights. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. COMPLIANCE WITH STATUTES AND REGULATIONS:
a) The State and the Contractor warrant and certify that in the performance of this Contract, they will comply with all statutes and regulations of the United States and the State of California. For clarity, the Contractor will comply with such statutes and regulations applicable to the provision of Services, and the State and Eligible Public Entities are solely responsible for compliance with laws that apply to the State and Eligible Public Entities and that would not ordinarily apply to the Contractor.

b) If this Contract is in excess of $554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

c) The State and Eligible Public Entities have an obligation to ensure that information technology is accessible to individuals with disabilities in accordance with the accessibility standards adopted under section 508 of the federal Rehabilitation Act of 1973, as amended, and its implementing regulations ("Section 508"). To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to its attention regarding accessibility of its Services. Upon request, Contractor may provide Eligible Public Entities with a completed Voluntary Product Accessibility Template (VPAT) of the specific product (or a URL to the VPAT) for reviewing compliance with Section 508 requirements. If Contractor is unable to provide a VPAT for a product or service, the parties acknowledge that the products or services may not be eligible for purchase by the Eligible Public Entity. .

8. CONTRACTOR'S POWER AND AUTHORITY: The Contractor warrants that it has full power and authority to grant the rights herein granted. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

9. ASSIGNMENT: This Contract shall not be assignable by either party in whole or in part without the written consent of the other party. The parties' consent, where required, shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder. Subject to the Contract, the Service Agreement (Exhibit A) will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

10. WAIVER OF RIGHTS: Any action or inaction by either party or the failure of either party on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by that party of its rights hereunder and shall not prevent that party from enforcing such provision or right on any future occasion. The rights and remedies of the parties herein are cumulative and are in addition to any other rights or remedies that the parties may have at law or in equity.

11. ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

a) These General Provisions – Cloud Computing (In the instances provided herein where the paragraph begins: “Unless otherwise specified in the Statement of Work” provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions Cloud Computing);

b) Other Special Provisions

c) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;

d) The Service Agreement and attachments;

e) Cost worksheets; and

f) All other attachments incorporated in the Contract by reference.

12. WARRANTY:
a) Limited Warranty for Services. In addition to the limited warranties in the Service Agreement, Contractor warrants that Services will perform in accordance with the applicable Service Level Agreement.

b) Such Limited Warranty will be for the duration of Customer's use of the Services, subject to the notice requirements in the applicable Service Level Agreement. This Limited Warranty is subject to the following limitations, in addition to those warranty disclaimers set forth in the Service Agreement:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;

(ii) the limited warranty does not cover problems caused by accident, abuse or use of Services by the State in a manner inconsistent with this agreement or the Service Agreement, or resulting from events beyond Contractor's reasonable control;

(iii) the limited warranty does not apply to components of Software products that the Eligible Public Entity may be permitted to redistribute;

(iv) the limited warranty does not apply to free, trial, pre-release, or beta Services; and

(v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

c) **Remedies for breach of limited warranty**. If Contractor fails to meet any of the above limited warranties and Customer notifies Contractor within the warranty period, then Contractor will provide the remedies identified in the Service Level Agreement for the affected Service. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law or as may be specifically provided in the Service Agreement, the Statement of Work or elsewhere in this Contract.

d) **DISCLAIMER OF OTHER WARRANTIES.** OTHER THAN THIS LIMITED WARRANTY, CONTRACTOR PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. CONTRACTOR DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR TITLE. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

e) Contractor shall use commercially reasonable efforts to ensure that those portions of the Services that are of a type ordinarily affected by viruses utilize enterprise-grade security software designed to detect and remove malicious or hidden mechanisms or code designed to damage or corrupt the Services or State Data.

f) Unless otherwise specified in the Statement of Work:

(i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.

(ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the State.

g) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and Eligible Public Entities using the Services under this Contract.

13. SUBSTITUTIONS: Substitution of Services may not be tendered without advance written consent of the Buyer. The Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer. The State acknowledges that this Contract contemplates dynamic Services, which may change with regularity. This section shall not be construed prohibit the addition, modification, or deprecation of Services pursuant to the Service Agreement and Contractor's ordinary business practices in connection with the Services.

14. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises ("Onsite Work"), the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation ("Onsite Requirements"), and the Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Contractor will be notified of any Onsite Requirements reasonably in advance of any Onsite Work and have an opportunity to either (a) refuse to perform Onsite Work, without penalty, or (b) agree to the Onsite Requirements, which will only apply if agreed upon in a formal written and signed instrument. Any violation of such Onsite Requirements, unless promptly corrected upon reasonable notice, shall be grounds for termination of this Contract in accordance with the default provisions hereof. The parties acknowledge that delivery of cloud computing services under this Contract shall not be construed as performing work on State premises.

15. TERMINATION FOR NON-APPROPRIATION OF FUNDS:
a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to

terminate any Services supplied under this Contract, and relieve the State of any further obligation therefor.

b) The State agrees that if it appears likely that subsection a) above will be invoked, the State shall take all reasonable steps to prioritize work and minimize the incurrence of costs prior to the expiration of funding for this Contract. Nothing in this provision implies that the State intends to consume Services and incur fees beyond what it intends to pay under this Contract.

16. TERMINATION FOR THE CONVENIENCE OF THE STATE:
The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. -Upon termination, the "Effect of Termination" provisions of the Service Agreement will apply.

17. TERMINATION FOR DEFAULT:
a) The State may, subject to the clause titled "Force Majeure", by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to

i) Perform the Services within the time specified in the Contract or any amendment thereto;

iii) Perform any of the other provisions of this Contract.

b) The parties' right to terminate this Contract under subsection a) above may be exercised only if the failure constitutes a material breach of this Contract and the breaching party does not cure such failure within the time frame stated in a cure notice, which in no event will be less than thirty (30) days, unless the Statement of Work calls for a different period.

d) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it. The State shall pay Contract price for Services provided.

e) The rights and remedies of the parties in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

18. FORCE MAJEURE:
The Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

a) Acts of God or of the public enemy, and

b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

19. [RESERVED]

20. LIMITATION OF LIABILITY:
a) Except for the State's liability under Section 9 of the Service Agreement, each party's aggregate liability under this Contract for damages, shall be limited to the lesser of (i) the amounts paid in aggregate by the State and all Eligible Public Entities for all Services purchased over the 12 months before the liability arose; or (ii) $20 million (USD). Contractor's aggregate liability to the State under Section 29

arising out of the Services' alleged infringement or violation of intellectual property rights will not exceed $3 million.

b) Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

c) IN NO EVENT WILL EITHER THE CONTRACTOR OR THE STATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES.

21. [RESERVED]

22. INVOICES: Fees for Services shall be billed and paid in accordance with the Service Agreement. Invoices shall be sent to the email address specified in the Purchase Order. Invoices shall include the PO number; release order number (if applicable); item number extended item price, and invoice total amount. Customer billing information and individual Enterprise Account information will be available through the AWS console. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

23. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after:
(i) the date of acceptance of Deliverables or performance of services; or

(ii) receipt of an undisputed invoice, whichever is later.

24. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes (or federal excise taxes, if required by law) on the Services rendered or Goods supplied to the State pursuant to this Contract.

25. CONTRACT MODIFICATION: No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties. For clarity, the State acknowledges that this Contract contemplates dynamic Services and terms and conditions in linked URL web addresses (collectively referred to as "Policies" under the Service Agreement), which may change from time to time. This section shall not be construed prohibit the addition, modification, or deprecation of Services or Policies pursuant to the Service Agreement and Contractor's ordinary business practices in connection with the Services.

26. CONFIDENTIALITY OF DATA: The provisions of the Service Agreement relating to "Privacy and Security" and the Special Provisions relating to "Data Protection" (and not the NDA), define the protections against improper use, disclosure, and confidentiality of State Data.

27. NEWS RELEASES: Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

28. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:
a) The Nondisclosure Agreement ("NDA") between the parties is hereby incorporated into this Contract. The State agrees that all proprietary or confidential material furnished by the Contractor in connection with this Contract are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. As set forth in the NDA, the State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act. If a request for the contents of, or other information relating to, this Contract is made under the California Public

Records Act, the State or relevant Eligible Public Entity will provide the Contractor with reasonable written notice to permit the Contractor to prevent the disclosure of such information to the maximum extent permitted under applicable law.

b) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary materials and data, subject to the California Public Records Act.

29. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:
a) Subject to damage limitations and warranty disclaimers under this Contract , Contractor will reimburse the State, its officers, agents, and employees, for their respective out-of-pocket costs (including without limitation reasonable attorneys' fees)incurred to defend any lawsuit brought against the State by an unaffiliated third party for infringement or violation of any U.S. Intellectual Property Right by Services provided hereunder ("IP Claim"), and will indemnify the State, its officers, agents, and employees for the amount of any adverse final judgment or settlement arising out of an IP claim ("Final Awards").

The payment obligations set forth in this Section will be conditional upon the following:

(i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

(ii) The State may not consent to the entry of any judgment or enter into any settlement with respect to the claim without prior written notice to Contractor. The Contractor may assume control of or otherwise participate in the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.

b) Should the Services, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at its option and expense, either (i) procure the right to continue using the Services alleged to be infringing, (ii) replace or modify the same so that they become non-infringing, or (iii) immediately terminate the alleged infringing portion of the Services. If none of these options can reasonably be taken, or if the use of such Services by the State shall be prevented by injunction, the Contractor agrees to make every reasonable effort to assist the State in procuring substitute Services. If, in the sole opinion of the State, the use of other Services acquired from the Contractor under this Contract is impractical, the State shall then have the option of terminating such Contracts or orders, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to refund any sums the State has paid the Contractor for unused Services.

c) This section constitutes the State's sole and exclusive remedy and Contractor's entire obligation to the State with respect to any claim that the Services infringe the rights of any third party. The Contractor shall have obligations under this provision only for IP Claims and Final Awards for the infringement of intellectual property rights caused solely by the Services, and shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

(i) The combination or utilization of Services furnished hereunder with any other equipment, service, data, Software or devices not made or furnished by the Contractor (including Third Party Content as defined in the Service Agreement);

(ii) The modification initiated by the State, User, or a third party at the State's direction, of any Service furnished hereunder;

(iii) The combination or utilization of Software furnished hereunder with non-contractor supplied Software;

(iv) Any use of the Services, or any other act, that is in breach of this Agreement;

(v) Any claim of inducement or contributory infringement;

(vi) Any claim of willful infringement directed at anyone other than AWS; or

(vii) Any use of the Services after AWS has notified the State or Eligible Public Entity to discontinue such use.

30. DISPUTES:
For disputes involving purchases made under this Agreement, to the extent permitted by applicable law, the Department of General Services, Procurement Division ("DGS") shall act on behalf of the State party or entity involved with the dispute. DGS in cooperation with the State party or entity involved with the dispute shall seek to resolve the dispute with Contractor on behalf of the State party or entity. The Contractor and DGS shall deal in good faith and attempt to resolve potential disputes informally through face-to-face negotiations with persons fully authorized to resolve the dispute or through non-binding mediation utilizing a mediator agreed to by the parties, rather than through litigation. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief may begin until either such persons conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely.

Notwithstanding the existence of a dispute under, related to or involving this Contract, the parties shall continue without delay to carry out all of their responsibilities, including providing of Services in accordance with this Contract, except as the Contractor is otherwise permitted to suspend Services under this Contract or the Service Agreement.

31. EXAMINATION AND AUDIT: The Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to the performance of this Contract. The parties recognize that some of the documentation may be available and accessible online. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Provided electronic versions of documentation are not available, the Contractor agrees to allow the auditor(s) access to its business offices and to allow interviews of any employees or others who might reasonably have information related to such records to the extent necessary to verify the accuracy of such statements. Any such audit must: (i) not be disruptive to Contractor business and must take place at a mutually agreed time during Contractor's normal business hours; and (ii) take place on at least thirty (30) days' prior written notice. The State agrees that any information learned or disclosed by the State's auditor in connection with any such audit is Confidential Information of the Contractor and subject to nondisclosure and nonuse obligations under the NDA except as such disclosure or use is required by the California Public Records Act or other applicable law. The State will be solely responsible for all costs of any audit he State conducts. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract for performance of this Contract. Audits of data centers shall be in accordance with the Data Center Audit provisions in the Special Provisions.

32. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353. The State acknowledges that no positions are funded by the Contract within the meaning of this provision.

33. COVENANT AGAINST GRATUITIES: The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

34. NONDISCRIMINATION CLAUSE:
a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Services under the Contract.

35. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor’s failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

36. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier. The State acknowledges that the Contract is only for Contractor’s Services and that Contractor does not purchase goods, material, other items, or services and then resell the same to the State under this Contract.

b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and

(i) the assignee has not been injured thereby, or

(ii) the assignee declines to file a court action for the cause of action.

37. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

(i) the dangers of drug abuse in the workplace;

(ii) the person's or organization's policy of maintaining a drug-free workplace;

(iii) any available counseling, rehabilitation and employee assistance programs; and,

(iv) penalties that may be imposed upon employees for drug abuse violations.

c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:

(i) will receive a copy of the company's drug-free policy statement; and,

(ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

38. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that the Services can be used by the State to provide only Four-Digit Date Compliant (as defined below) Services. “Four Digit Date Compliant” Services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

39. COMPLIANCE WITH PUBLIC CONTRACT CODE SECTION 6108
Contractor agrees that it complies with Public Contract Code Section 6108, to the extent applicable.

40. [RESERVED]

41. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of $100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

42. AMERICANS WITH DISABILITIES ACT: The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

43. [RESERVED]

44. [RESERVED]

45. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of a non-US expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.

46. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that the Contractor is in compliance with Public Contract Code Section 10295.3.

47. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a) If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b) If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

48. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).).

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AWS SELLER DIRECT CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
Infrastructure as a Service and Platform as a Service

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR INFRASTRUCTURE AS A SERVICE (IaaS) AND PLATFORM AS A SERVICE (PaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE SELLER DIRECT GENERAL PROVISIONS -- CLOUD COMPUTING (THE "GENERAL PROVISIONS") AND ACCOMPANIED BY, AT MINIMUM, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA).

STATE AGENCIES MUST FIRST:

A. **CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;**

B. **CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;**

C. **MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.**

1. **DEFINITIONS:** Capitalized terms not defined below shall have the same meaning set forth in the General Provisions.

   a. "AWS GovCloud(US)" means the covered US Region and Services available therein. Eligible Public Entities shall enter into the AWS GovCloud(US) terms to use the Services in the AWS GovCloud(US) Region.

   b. "Business Associate Agreement" means an AWS Business Associate Addendum between the Contractor and the State or Eligible Public Entity (if any) incorporated by reference into these terms.

   c. "General Provisions" means the "Seller Direct General Provisions—Cloud Computing" incorporated into the Contract.

   d. "Security Incident" means a breach of the security measures described in the AWS Security Standards that resulted in either (a) any unlawful access to any State Data stored on AWS's equipment or in AWS's facilities, or (b) any unauthorized access to such equipment or facilities, where in either case such access results in loss, disclosure, or alteration of State Data.

   e. "Security Standards" means the AWS Security Standards attached to the Service Agreement (Exhibit A).

   f. "Service Provider" means the Contractor.

   g. "State Data" shall have the same meaning as "Customer Content" under the Service Agreement

2. **DATA OWNERSHIP:**

   The State will own all right, title and interest in all State Data. The Service Provider shall not access, move, use, or disclose Eligible Public Entity accounts or State Data, except as set forth in the Service Agreement.

3. **DATA PROTECTION:**

   The Service Provider and the State recognize that security responsibilities are shared. The Service Provider is responsible for implementing security measures and providing a secure infrastructure (i.e., the AWS Network) as set forth in the Service Agreement and AWS Security Standards attached thereto. The State is responsible for all other data protection and security controls, including its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the Service Agreement, the SOW and/or SLA.

a. All State Data obtained by the Service Provider within its control in the performance of this Contract shall become and remain the property of the State.

b. The Service Agreement, SOW and/or SLA will specify which party is responsible for encryption and access control of the State Data for the service model under Contract. If the Service Agreement, SOW and/or SLA and the Contract are silent, then the State is responsible for encryption and access control.

c. At no time shall any State Data or processes — which either belong to or are intended for the use of State or its officers, agents or employees — be copied, disclosed or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction without the express written consent of the State except as permitted by the Service Agreement or Section 2 above.

d. The State and Eligible Public Entities shall enter into and comply with a Business Associate Agreement in using the Services to store or transmit any Protected Health Information.

e. As of the Addendum Effective Date, the Service Provider is authorized under FedRAMP High ("FedRAMP" for the purpose of this section) in accordance with Exhibit B and as provided in https://aws.amazon.com/compliance/services-in-scope/ or its successor webpage designated by the Service Provider (the "Services in Scope Site") for ATOs by Service, region, and impact level. AWS GovCloud (US), has been granted a Joint Authorization Board Provisional Authority-To-Operate (JAB P-ATO) and multiple Agency Authorizations (A-ATO) for moderate and high impact levels. The services in scope of the AWS GovCloud (US) JAB P-ATO boundary at high baseline security categorization can be found within the Services in Scope Site.

   The Service Provider achieves FedRAMP compliance by addressing the FedRAMP security controls (based on NIST SP 800-53), using required FedRAMP templates for the security packages posted in the secure FedRAMP Repository, completing FedRAMP accredited independent third party (3PAO) security testing and evaluation and submitting continuous monitoring requirements of FedRAMP to the Joint Authorization Board (JAB). It is exclusively the State's and Eligible Public Entities' responsibility to leverage the relevant FedRAMP authorized Services and to select and maintain all State Data within the relevant authorized regions in order to leverage the foregoing authorizations.

4. DATA LOCATION:

Eligible Public Entities shall utilize the AWS GovCloud(US) region as set forth in the AWS GovCloud Terms, the Service Provider shall provide its Services to the State (including storage at rest) solely from data centers in the continental United States. The Service Provider, except as directed by the state, shall not allow its personnel or contractors to store State Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Service Provider shall permit its personnel and contractors to access State Data remotely only as required to provide technical user support or other customer support, or as otherwise set forth in the Service Agreement. The Service Provider may provide technical user support or other customer support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this Contract.

5. SECURITY INCIDENT NOTIFICATION:

The Service Provider shall inform the State of any Security Incident related to State Data within the possession or control of the Service Provider and related to the service provided under this Contract.

a. Security Breach Reporting Requirements: If Service Provider has actual knowledge of the unauthorized access to or acquisition of any record containing State Data that is subject to applicable data breach notification law and such access or acquisition is caused by a confirmed breach of the security measures described in the Security Standards that renders misuse of the information reasonably likely, Service Provider will (a) promptly notify the Eligible Public Entity, as required by applicable law, and (b) take commercially reasonable measures to address the breach in a timely manner.

b. Security Incident Reporting Requirements: If the Service Provider has actual knowledge of a confirmed Security Incident, Service Provider shall (1) promptly notify the Eligible Public Entity using the email address listed in the Eligible State Entity's account within 72 hours or sooner, after Service Provider confirms the Security Incident (provided the Eligible Public Entity's account is enrolled in a Business or Enterprise-level AWS Support plan), unless otherwise required by court order, applicable law, or other legal requirement, and (2) take commercially reasonable measures to mitigate the effects and to minimize any damage resulting from the Security Incident in a timely manner.

6. SECURITY INCIDENT RESPONSIBILITIES:

If requested by the Eligible Public Entity by contacting the Service Provider Contracts Management team at: aws-californiastate@amazon.com (or other email address as may be specified by AWS), Service Provider will provide the Eligible Public Entity with reasonable and appropriate details relevant to the cause, nature and Eligible Public Entity impact of the Security Incident; provided that Service Provider will not be required to provide this information if the Service Provider reasonably determines the disclosure would prejudice Service Provider's security or violate applicable law. Service Provider will reasonably cooperate with Eligible Public Entities to support inquiries following a Security Incident as permitted under the circumstances.

7. NOTIFICATION OF LEGAL REQUESTS:

Service Provider shall not respond to legal requests directed at the State on behalf of the State, unless authorized in writing to do so by the State. Unless otherwise prohibited by law or relevant court or governmental order, the Service Provider shall contact the State or relevant Eligible Public Entity within a reasonable time before disclosing State Data in response to any electronic discovery, litigation holds, discovery searches and expert testimonies directed at the Service Provider requesting that the Service Provider disclose State Data under this Contract.

8. DATA PRESERVATION AND RETRIEVAL:

a. For ninety (90) days following the termination of this Contract (the "Transition Period"), Eligible Public Entities will be entitled to retrieve any remaining State Data from the Services as set forth in the Post-Termination Retrieval provisions of the Service Agreement.

b. The Transition Period may be modified in the SOW and/or SLA or as agreed upon in writing by the parties in a Contract amendment.

c. During the Transition Period, access to the Services and State Data shall continue to be made available to the State without alteration, except as specifically provided in the Service Agreement.

d. During any period of suspension, the Service Provider shall not take any action to intentionally erase any State Data except as necessary to maintain or provide the Services, or as necessary to comply with the law or a binding order of a governmental body.

e. Except as specified in the Service Agreement, the Service Provider will impose no additional fees for access and retrieval of State Data by the State during the Transition Period.

f. Eligible Public Entities are responsible for retrieving and/or deleting State Data stored using the Services when no longer required, including when required by law, by taking such steps as are within their control to destroy any State Data that includes personal information or to ensure that such information is de-identified. The following process may be used by Eligible Public Entities to delete State Data stored on the Services so that it will not be retrievable, readable or otherwise accessible:

(1) encrypt the State Data and destroy related encryption keys; and
(2) delete the State Data.

9. **BACKGROUND CHECKS:**

The Service Provider has in place pre-employment screening practices pertaining to criminal background checks (as permitted by applicable law) for employees and contractors. Such checks are commensurate with the employee's or contractor's position and level of access to the Service Provider's facilities. The Service Provider's policies do not permit an employee or contractor to have access to State Data if such employee or contractor has failed to pass relevant background checks.

10. **ACCESS TO SECURITY LOGS AND REPORTS:**

As described in the Documentation, the Services shall provide Eligible Public Entities with the ability to produce reports regarding a history of all Application Program Interface (API) calls regarding the relevant account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Service Provider. The report will help the Eligible Public Entity perform security analysis, resource change tracking, and compliance auditing.

11. **CONTRACT AUDIT:**

The Service Provider shall allow the State to audit conformance to the Contract terms as specified in the General Provisions. The State may perform this audit or Contract with a third party at its discretion and at the State's expense.

12. **DATA CENTER AUDIT:**

From time to time, but at least once per year, the Service Provider shall retain external auditors to verify its security measures (e.g., in a Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit of its data centers, or its successor or similar audit as determined by Service Provider) at its own expense. The Service Provider shall provide a version of the report(s) issued by the external auditors (which may or may not be redacted) upon request. The Service Provider may or may not remove its proprietary information from the redacted version; the State acknowledges that such information is Confidential Information and subject to the Mutual NDA (Exhibit C). If a request for the contents of, or other information relating to, this Contract is made under the California Public Records Act, the Government will provide the Service Provider with reasonable written notice to permit the Service Provider to prevent against the disclosure of such information to the maximum extent permitted under applicable law.

13. **CHANGE CONTROL AND ADVANCE NOTICE:**

The Service Provider shall give advance notice to the State of any discontinuance of a Service or functionality of a Service that it makes generally available to its customers, as specified in the Service Agreement. Service Provider may change the features and functionality of the Services to make improvements, address security requirements and comply with changes in law.

14. **SECURITY PROCESSES:**

Upon request, the Service Provider shall disclose its non-proprietary security processes and technical limitations to the State. The State and the Service Provider shall understand each other's roles and responsibilities, which shall be set forth in the Service Agreement, SOW and/or SLA. The Service Provider shall determine which non-proprietary processes and limitations are appropriate and available for disclosure under this section.

15. **IMPORT AND EXPORT OF DATA:**

As described in the Documentation, the State shall have the ability to import or export data in whole or in part at its discretion without interference from the Service Provider, except as prohibited by law or as otherwise provided in the Service Agreement. This includes the ability for the State to import or export data to or from other Service Providers.

16. **RESPONSIBILITIES AND UPTIME GUARANTEE:**
The Service Provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the AWS Network (as defined in the Service Agreement)). The technical and professional activities required for establishing, managing and maintaining the AWS Network are the responsibility of the Service Provider. The Services shall be available as defined in the Service Agreement and applicable SLAs.

17. **REMOVAL OF INDIVIDUALS:**
The State shall have the right at any time to request that the Service Provider remove from interaction with State any Service Provider representative who the State believes is detrimental to its working relationship with the Service Provider. The State shall provide the Service Provider with notice of its request, and the reasons it requests the removal.

18. **BUSINESS CONTINUITY AND DISASTER RECOVERY:**
The Service Provider shall maintain and regularly test a business continuity and disaster recovery program as it pertains to the Services.

19. **WEB SERVICES:**
The Service Provider shall use Web services exclusively to interface with State Data in near real time when possible, or as mutually agreed in the SOW and/or SLA.

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EXHIBIT A: AWS Service Agreement

This AWS Service Agreement (this "**Agreement**") is made and entered into and a part of contract no. **1-17-70-50A**, ("**Contract**"). In addition to other parts of the Contract, this Service Agreement applies to all Eligible Public Entities ("**Customer**").

In consideration of the mutual promises contained in this Agreement, AWS and Customer agree to all terms of the Agreement effective as of the date of the Contract.

Defined terms used in this Agreement with initial letters capitalized have the meanings given in Section 13 below.

1. Use of the Service Offerings.

1.1 Generally. Customer may access and use the Service Offerings in accordance with this Agreement and contract No. 1-17-70-50A between AWS and the State of California, acting by and through the California Department of General Services (the "**Contract**"). Service Level Agreements may apply to certain Service Offerings. Customer will comply with the terms of this Agreement and all laws, rules, and regulations applicable to Customer's use of the Service Offerings.

1.2 AWS Account. To access the Services, Customer must create one or more AWS Enterprise Accounts. Unless explicitly permitted by the Service Terms, Customer will only create one AWS Enterprise Account per email address. Customer shall identify to AWS all Enterprise Accounts to be covered by this Agreement and the Contract. For all AWS Enterprise Accounts, this Agreement supersedes any acceptance of the AWS Customer Agreement by Customer or any of its employees acting on behalf of Customer. If Customer opens any AWS accounts that do not meet the definition of an "AWS Enterprise Account," those accounts will be governed by the AWS Customer Agreement.

1.3 Third-Party Content. Third-Party Content may be used by Customer at Customer's election. Third-Party Content is governed by this Agreement unless accompanied by separate terms and conditions, which may include separate fees and charges.

1.4 Eligible Public Entity. Any Eligible Public Entity (as defined in the Contract) may use the Service Offerings under its own AWS Enterprise Account(s) under the terms of this Agreement and the Contract. "Public Entity", as used in this part, means the sate, county, city, city and county, district, public authority, public agency, municipal corporation, or any other political subdivision or public corporation in the state.

2. Changes.

2.1 To the Service Offerings. AWS may change or discontinue any of the Service Offerings or change or remove functionality of any or all of the Service Offerings from time to time. AWS will provide at least 12 months prior Notice to Customer for any AWS Enterprise Accounts enrolled in AWS Support at the Developer-level tier or above (or any successor service providing such communications alerts) if AWS decides to discontinue a Service or functionality of a Service that it makes generally available to its customers, except that AWS will not be obligated to provide such Notice if the discontinuation is necessary to address an emergency or threat to the security or integrity of AWS, respond to claims, litigation, or loss of license rights related to third-party intellectual property rights, or comply with the law or requests of a government entity. Where AWS is excused from providing such Notice for the reasons given in this Section, AWS will make commercially reasonable efforts to provide Notice to Customer as is reasonably practicable under the circumstances.

2.2 To APIs. AWS may change or discontinue any APIs for the Services from time to time. For any change or discontinuation of an API that is not also a discontinuation of a Service or a functionality of a Service, AWS will continue supporting the previous version of such API for 12 months after the change or discontinuation (except if doing so (a) would pose a security or intellectual property issue, (b) is technically infeasible, or (c) would prevent AWS from complying with the law or requests of governmental entities).

2.3 To the Service Level Agreements. AWS may change or add Service Level Agreements from time to time, but will provide 90 days advance Notice to Customer before materially reducing the benefits offered to Customer under any of the Service Level Agreement(s) that are available as of the Effective Date.

3. Privacy and Security.

3.1 AWS Security. AWS will implement reasonable and appropriate measures for the AWS Network (as determined by AWS) designed to help Customer secure Customer Content against accidental or unlawful loss, access or disclosure (the "**Security Objectives**") in accordance with the AWS Security Standards. AWS may modify the AWS Security Standards from time to time, but will continue to provide at least the same level of security as is described in the AWS Security Standards on the Effective Date.

3.2 Data Privacy. Customer may specify the AWS regions in which Customer Content will be stored. Customer consents to the storage of Customer Content in, and transfer of Customer Content into, the AWS regions Customer selects. AWS will not access or use Customer Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. AWS will not (a) disclose Customer Content to any government or third party, or (b) subject to Section 3.3, move Customer Content from the AWS regions selected by Customer; except in each case as necessary to comply with the law or a binding order of a governmental body (such as a subpoena or court order). Unless it would be in violation of a court order or other legal requirement, AWS will give Customer reasonable Notice of any legal requirement or order referred to in this Section 3.2, to allow Customer to seek a protective order or other appropriate remedy. AWS will only use Account Information in accordance with the Privacy Policy, and Customer consents to such usage. The Privacy Policy does not apply to Customer Content.

3.3 Service Attributes. To provide billing and administration services, AWS may process Service Attributes in the AWS region(s) where Customer uses the Service Offerings and the AWS regions in the United States. To provide Customer with support services initiated by Customer and investigate fraud, abuse or violations of this Agreement, AWS may process Service Attributes where AWS maintains its support and investigation personnel.

4. Customer Responsibilities.

4.1 Customer Accounts. Except to the extent caused by AWS's breach of this Agreement, (a) Customer is responsible for all activities that occur under its AWS Enterprise Accounts, regardless of whether the activities are authorized by Customer or are undertaken by Customer, its employees or a third party (including without limitation contractors, agents or End Users), and (b) AWS and its Affiliates are not responsible for unauthorized access to Customer's AWS Enterprise Accounts.

4.2 Customer Content. Customer will ensure that Customer Content, Customer Submissions or Customer/End Users' use of Customer Content, Customer Submissions or the Service Offerings will not violate any of the Policies or any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Content and Customer Submissions. For example, Customer is solely responsible for:

(a) the technical operation of Customer Content, including ensuring that calls Customer makes to any Service are compatible with then-current APIs for that Service, including any APIs AWS continues to support under Section 2.2 of this Agreement;

(b) any claims relating to Customer Content or Customer Submissions; and

(c) properly handling and processing notices that are sent to Customer (or any Customer Affiliate) regarding Customer Content or Customer Submissions, such as by any person claiming that Customer Content or Customer Submissions violate such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

4.3 Customer's Security and Redundancy. Customers have a variety of options to choose from when configuring their accounts, and for all sensitive or otherwise valuable content AWS recommends that Customer use~~s~~ strong security and redundancy features, such as access controls, encryption, and backup. Customer is responsible for properly configuring and using the Service Offerings in a manner that provides security and redundancy of its AWS Enterprise Accounts and Customer Content, such as, for example, using enhanced access controls to prevent unauthorized access to AWS Enterprise Accounts and Customer Content, using encryption technology to prevent unauthorized access to Customer Content, and ensuring the appropriate level of backup to prevent loss of Customer Content.

4.4 Log-In Credentials and Account Keys. AWS log-in credentials and private keys generated by the Services are for Customer's internal use only and Customer may not sell, transfer or sublicense them to any other entity or person, except that Customer may disclose its private key to its agents and subcontractors (including any of its Affiliates who are acting as an agent or subcontractor of Customer) performing work on behalf of Customer.

4.5 End Users. Customer is responsible for End Users' use of Customer Content and the Service Offerings. Customer will ensure that all End Users comply with Customer's obligations under this Agreement and that the terms of its agreement with each End User are not inconsistent with this Agreement. If Customer becomes aware of any violation of its obligations under this Agreement by an End User, Customer will immediately suspend access to Customer Content and the Service Offerings by such End User, person or entity. AWS does not provide any support or services to End Users unless AWS has a separate agreement with Customer or an End User obligating AWS to provide support or services. Customer is responsible for providing customer service (if any) to End Users. The Customer receives Basic Support included with its AWS account and may engage in additional tiers of support, as provided on the AWS Support website (or its successor site): (currently located at https://aws.amazon.com/premiumsupport/).

5. Fees and Payment.

5.1 Service Fees. Unless otherwise stated on the AWS Site, AWS will invoice Customer at the end of each month for all applicable fees and charges accrued for use of the Service Offerings, as described on the AWS Site, during the month. Customer will pay AWS all invoiced amounts within 45 days of the date of the invoice (other than Disputed Amounts). Payment will be made in accordance with the provisions of the California Prompt Payment Act, including any provisions granting a contractor interest for late payments. For any Disputed Amounts, Customer will provide Notice to AWS, including the basis for the dispute (including any supporting documentation), and the parties will meet within 30 days of the date of the Notice to resolve the dispute. If the parties fail to resolve the dispute within such 30 day period, AWS may, at its option, (a) suspend Customer's or any End User's right to access or use any portion or all of the Service Offerings, immediately upon notice to Customer, and (b) terminate this Agreement pursuant to Section 7.2(b). All amounts payable by Customer under this Agreement will be paid to AWS without setoff or counterclaim and without deduction or withholding, provided that Disputed Amounts will be handled as set forth above. Fees and charges for any new Service or new feature of a Service will be effective when AWS posts updated fees and charges on the AWS Site, unless expressly stated otherwise in a Notice. AWS may increase or add new fees and charges for any existing Service by giving Customer at least 60 days advance Notice. .

5.2 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by Customer are exclusive of Indirect Taxes. AWS may charge and Customer will pay applicable Indirect Taxes that AWS is legally obligated or allowed to collect from Customer. Customer will provide such information to AWS as reasonably required to determine whether AWS is obligated to collect Indirect Taxes from Customer. AWS will not collect, and Customer will not pay, any Indirect Tax for which Customer furnishes AWS a properly completed exemption certificate or a direct payment permit certificate for which AWS may claim an available exemption from such Indirect Tax. All payments made by Customer to AWS under this Agreement will be made free and clear of any withholding or deduction for taxes. If any such taxes (for example, international withholding taxes) are required to be withheld on any payment, Customer will pay such additional amounts as are necessary so that the net amount received by AWS is equal to the amount then due and payable under this Agreement. AWS will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

6. Temporary Suspension

6.1 Generally. AWS may suspend Customer's or any End User's right to access or use any portion of or all of the Service Offerings immediately upon Notice to Customer if AWS reasonably determines:

(a) Customer's or an End User's use of the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) risks adversely impacting AWS's systems, the Service Offerings or the systems or Content of any other AWS customer, or (iii) risks subjecting AWS or its Affiliates to liability; or

(b) Customer or any End User is not in compliance with the Acceptable Use Policy or Section 8 of this Agreement.

AWS will use commercially reasonable efforts to restore Customer's rights to use and access those portions of the Service Offerings or accounts that gave rise to the suspension promptly after Customer has resolved the problem giving rise to the suspension.

6.2 Effect of Suspension. If AWS suspends Customer's right to access or use any portion of the Service Offerings:

(a) Customer remains responsible for all fees and charges Customer incurs during the period of suspension; and

(b) Customer will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

7. Term; Termination

7.1 Term. The term of this Agreement will commence on the Effective Date of the Contract and will remain in effect until terminated pursuant to this Agreement. Any Notice of termination of this Agreement by either party to the other must include a Termination Date.

7.2 Termination of Individual Enterprise Accounts.

(a) **Termination for Convenience.** Customer may terminate individual Enterprise Accounts for any reason by providing AWS Notice.

(b) **Termination for Cause.**

(i) **By Either Party.** Either party may terminate individual Enterprise Accounts for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of Notice by the other party.

(ii) **By AWS.** AWS may also terminate individual Enterprise Accounts for cause upon 30 days Notice to Customer: (A) if there is an act or omission by Customer or any End User that AWS has the right to suspend for under Section 6 and, for those suspendable acts or omissions that are curable, Customer has not cured such condition within such 30 day period; or (B) in order to comply with applicable law or requests of governmental entities.

7.3 Effect of Termination.

(a) **Generally.** Upon the Termination Date:

(i) except as provided in Section 7.3(b), all of Customer's rights under this Agreement immediately terminate;

(ii) Customer remains responsible for all fees and charges Customer has incurred through the Termination Date;

(iii) Customer will immediately return or, if instructed by AWS, destroy all AWS Content in Customer's possession (except for AWS Content that is publicly available on the AWS Site); and

(iv) Sections 4, 5, 7.3, 8.1, 8.2, 8.4, 8.5, 9, 10, 11, 12 and 13 will continue to apply in accordance with their terms.

(b) **Post-Termination Retrieval of Customer Content.** During the 90 days following the Termination Date, AWS will not take action to remove any Customer Content as a result of the termination. In addition, during the 90 days following the Termination Date, AWS will allow Customer to retrieve any remaining Customer Content from the Services, unless (i) prohibited by law or the order of a governmental or regulatory body or it could subject AWS or its Affiliates to liability, or (ii) Customer has not paid all amounts due under this Agreement, other than Disputed Amounts. For any use of the Services during the 90 days following the Termination Date, the terms of this Agreement will apply and Customer will pay the applicable fees at the rates under Section 5. No later than the end of this 90-day period, Customer will close all AWS Enterprise Accounts, unless the parties agree on additional time.

8. Proprietary Rights.

8.1 Customer Content. As between Customer and AWS, Customer (or Customer's licensors) own all right, title, and interest in and to Customer Content. Except as provided in this Agreement, AWS obtains no rights under this Agreement from Customer (or Customer's licensors) to Customer Content.

8.2 Customer Submissions. Customer Submissions will be governed by the terms of the Apache License, Version 2.0, unless Customer requests and AWS consents in writing to another license supported by AWS.

8.3 Service Offerings License. As between Customer and AWS, AWS, its Affiliates or its licensors own all right, title, and interest in and to the Service Offerings, and all related technology and intellectual property rights. Subject to the terms of this Agreement, AWS grants Customer a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following during the Term: (a) access and use the Services solely in accordance with this Agreement; and (b) copy and use the AWS Content solely in connection with Customer's permitted use of the Services. Except as provided in this Section 8.3, Customer obtains no rights under this Agreement from AWS, its Affiliates, or their licensors to the Service Offerings, including without limitation any related intellectual property rights. Some AWS Content may be provided to Customer under a separate license, such as the Apache License, Version 2.0, which will be identified to Customer in the notice file or on the download page, in which case that license will govern Customer's use of that AWS Content.

8.4 License Restrictions. Neither Customer nor any End User may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Customer nor any End User may, or may attempt to (a) modify, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings (except to the extent Content included in the Service Offerings are provided to Customer under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings, (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings. During and after the Term, Customer will not assert, nor will Customer authorize, assist, or encourage any third party to assert, any intellectual property infringement claim regarding any Service Offerings Customer has used. Customer may only use the AWS Marks in accordance with the Trademark Use Guidelines. Customer will not misrepresent or embellish the relationship between AWS and Customer (including by expressing or implying that AWS supports, sponsors, endorses, or contributes to Customer or Customer's business endeavors). Customer will not imply any relationship or affiliation between AWS and Customer except as expressly permitted by this Agreement.

8.5 Suggestions. If Customer elects to provide any Suggestions to AWS or its Affiliates, AWS and its Affiliates will be entitled to use the Suggestions without restriction. Customer hereby irrevocably assigns to AWS all right, title, and interest in and to the Suggestions.

9. Customer Representations, Warranties and Covenants.

9.1 Customer Commitments. Customer represents, warrants and covenants that (i) Customer and any End Users' use of the Service Offerings (including any activities under a Customer Account and use by Customer's employees and personnel), Customer Content and Customer Submissions will not violate this Agreement or applicable law; (ii) Customer Content or Customer Submissions, the combination of Customer Content or Customer Submissions with other applications, content or processes, or the use, development, design, production, advertising or marketing of Customer Content or Customer Submissions, do not and will not infringe or misappropriate any third-party rights; and (iii) Customer's use of the Service Offerings will not cause harm to any End Users.

9.2 Process. AWS will promptly notify Customer of any claim subject to Section 9.1, but if AWS fails to promptly notify Customer, this will only affect Customer's obligations under Section 9.1 to the extent that AWS's failure prejudices Customer's ability to defend the claim. Customer may: (a) use counsel of its own choosing to defend against any claim; and (b) settle the claim as Customer deems appropriate.

10. AWS Warranties and Warranty Disclaimers.

10.1 AWS Warranties. AWS represents and warrants to Customer that the Services will perform substantially in accordance with the Documentation.

10.2 Warranty Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1 (AWS WARRANTIES) AND SECTION 12 OF THE GENERAL PROVISIONS ("WARRANTY"), THE SERVICE OFFERINGS ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, AWS, ITS AFFILIATES AND ITS LICENSORS MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (B) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (C) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, AND (D) THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT OR THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

11. Limitations of Liability.

11.1 Liability Disclaimers. EXCEPT FOR PAYMENT OBLIGATIONS ARISING UNDER SECTION 9 (CUSTOMER REPRESENTATIONS, WARRANTIES, AND COVENANTS), NEITHER PARTY NOR ANY OF THEIR AFFILIATES OR LICENSORS WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (B) THE VALUE OF LOST DATA, LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL, OR (C) UNAVAILABILITY OF THE SERVICE OFFERINGS (THIS DOES NOT LIMIT ANY SERVICE CREDITS THAT MAY BE AVAILABLE UNDER THE SERVICE LEVEL AGREEMENTS OR TO AWS'S COMMITMENTS UNDER SECTION 10.1).

11.2 Damages Cap. EXCEPT FOR PAYMENT OBLIGATIONS ARISING UNDER SECTION 9 (CUSTOMER REPRESENTATIONS, WARRANTIES, AND COVENANTS), THE AGGREGATE LIABILITY UNDER THIS AGREEMENT OF EITHER PARTY AND ANY OF THEIR RESPECTIVE AFFILIATES OR LICENSORS WILL NOT EXCEED THE LESSER OF (A) THE AMOUNTS PAID BY CUSTOMER TO AWS UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE LIABILITY DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE, OR (B) USD $20,000,000; PROVIDED, HOWEVER THAT NOTHING IN THIS SECTION 11 WILL LIMIT CUSTOMER'S OBLIGATION TO PAY AWS FOR CUSTOMER'S USE OF THE SERVICE OFFERINGS PURSUANT TO SECTION 5, OR ANY OTHER PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

12. Miscellaneous.

12.1 [RESERVED]

12.2 [RESERVED]

12.3 Entire Agreement. This Agreement incorporates the Policies by reference and is a part of the Contract as Exhibit A. Except to the extent specified in the Contract, AWS will not be bound by any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by Customer in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that Customer submits or requires AWS to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document.

12.4 [RESERVED]

12.5 [RESERVED]

12.6 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. Customer is solely responsible for compliance with applicable laws related to the manner in which Customer chooses to use the Service Offerings, including (i) Customer's transfer and processing of Customer Content, (ii) the provision of Customer Content to End Users, and (iii) specifying the AWS region in which any of the foregoing occur.

12.7 [RESERVED]

12.8 Language. All communications and Notices made or given pursuant to this Agreement must be in the English language. If AWS provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

12.9 Nondisclosure. The NDA is incorporated by reference into this Agreement, except that the security provisions in Section 3, not the NDA, apply to Customer Content.

12.10 Notice.

(a) General. Except as otherwise set forth in Section 12.10(b), to give notice to a party under this Agreement, each party must contact the other party as follows: (i) by facsimile transmission; or (ii) by personal delivery, overnight courier or registered or certified mail. Notices must be sent to the contract party listed by each Individual Enterprise Account associated with this Agreement or such other contact information as a party may subsequently designate in a notice to the other party. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

(b) Electronic Notice. AWS may provide notice to Customer: (i) under Sections 2.3 or 5.1 by (A) sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts, or (B) posting a notice on the AWS Site, (ii) under Section 6.1 by sending a message to the email address then associated with Customer's applicable AWS Enterprise Account, and (iii) under Section 2.1 by sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts (or such other email address as agreed upon by the parties) or via a support case. Any notices provided by posting on the AWS Site will be effective upon posting and notices provided by email will be effective when AWS sends the email.

12.11 No Third-Party Beneficiaries. Except as set forth in Section 9.1, this Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

12.12 No Waivers. The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit such party's right to enforce such provision at a later time. All waivers by a party must be provided in a Notice to be effective.

12.13 [RESERVED]

13. Definitions. Defined terms used in this Agreement with initial letters capitalized have the meanings given below:

"**Acceptable Use Policy**" means the policy currently available at http://aws.amazon.com/aup (and any successor or related locations designated by AWS), as it may be updated by AWS from time to time.

"**Account Information**" means information about Customer that Customer provides to AWS in connection with the creation or administration of an AWS Enterprise Account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with an AWS Enterprise Account.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by or is under common control with that party.

"**API**" means an application program interface.

"**AWS Content**" means Content that AWS or any of its Affiliates makes available in connection with the Services or on the AWS Site to allow access to and use of the Services, including APIs; WSDLs; sample code; software libraries; command line tools; proofs of concept, templates, and other related technology (including but not limited to any of the foregoing that are provided by any AWS personnel). AWS Content does not include the Services or Third-Party Content.

"**AWS Customer Agreement**" means AWS's standard user agreement posted on the AWS Site at http://aws.amazon.com/agreement (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"**AWS Enterprise Account**" means an AWS account opened by Customer using a Customer-issued email address (with an email domain name that is owned by Customer) that includes Customer's full legal name in the "Company Name" field associated with the AWS account and other designating information as mutually agreed by the parties.

"**AWS Marks**" means any trademarks, service marks, service or trade names, logos, and other designations of AWS and its Affiliates that AWS may make available to Customer in connection with this Agreement.

"**AWS Network**" means AWS's data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.

"AWS Security Standards" means the security standards attached to this Agreement as Attachment A.

"**AWS Site**" means http://aws.amazon.com (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"**Content**" means software (including machine images), data, text, audio, video, or images.

"**Customer Content**" means Content that Customer or any End User transfers to AWS for processing, storage or hosting by the Services in connection with an AWS Enterprise Account and any computational results that Customer or any End User derive from the foregoing through its use of the Services. For example, Customer Content includes Content that Customer or any End User stores in Amazon Simple Storage Service. Customer Content does not include Account Information.

"**Customer Submissions**" means Content that Customer posts or otherwise submits to developer forums, sample code repositories, public data repositories, community-focused areas of the AWS Site, or any other part of the AWS site that allows third parties to make available software, products, or data.

"**Disputed Amounts**" means amounts disputed by Customer in a Notice and in good faith as billing errors.

"**Documentation**" means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services located at http://aws.amazon.com/documentation (and any successor or related locations designated by AWS), as such user guides and admin guides may be updated by AWS from time to time.

"**End User**" means any individual or entity that directly or indirectly through another user: (a) accesses or uses Customer Content; or (b) otherwise accesses or uses the Service Offerings under an AWS Enterprise Account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own account, rather than an AWS Enterprise Account.

"**Indirect Taxes**" means applicable taxes and duties, including, without limitation, VAT, GST, excise taxes, sales and transactions taxes, and gross tax receipts.

"**Losses**" means any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees).

"NDA" means the Mutual Nondisclosure Agreement between Customer and Amazon.com, Inc., dated [____________], 20__.

"Notice" means any notice provided in accordance with Section 12.10.

"**Policies**" means the Acceptable Use Policy, Privacy Policy, the Terms of Use, the Service Terms, the Trademark Use Guidelines, all restrictions described in the AWS Content and on the AWS Site, and any other policy or terms referenced in or incorporated into this Agreement, but does not include whitepapers or other marketing materials referenced on the AWS Site.

"**Privacy Policy**" means the privacy policy currently referenced at http://aws.amazon.com/privacy (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"**Service**" means each of the services made available by AWS or its Affiliates for which Customer registers via the AWS Site, including those web services described in the Service Terms. Services do not include Third-Party Content.

"**Service Attributes**" means Service usage data related to an AWS Enterprise Account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.

“**Service Level Agreement**” means all service level agreements that AWS offers with respect to the Services and post on the AWS Site, as they may be updated by AWS from time to time. The service level agreements that AWS currently offers with respect to the Services are located at https://aws.amazon.com/legal/service-level-agreements (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

“**Service Offerings**” means the Services, the AWS Content, the AWS Marks, and any other product or service provided by AWS under this Agreement. Service Offerings do not include Third-Party Content.

“**Service Terms**” means the rights and restrictions for particular Services located at http://aws.amazon.com/serviceterms (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

“**Suggestions**” means all suggested improvements to the Service Offerings that Customer provides to AWS.

“**Term**” means the term of this Agreement described in Section 7.1.

“Termination Date” means the effective date of termination provided in accordance with Section 7, in a Notice from one party to the other**.**

“**Terms of Use**” means the terms of use located at http://aws.amazon.com/terms/ (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

“**Third-Party Content**” means Content of a third party made available on the AWS Marketplace or on developer forums, sample code repositories, public data repositories, community-focused areas of the AWS Site, or any other part of the AWS site that allows third parties to make available software, products, or data.

“**Trademark Use Guidelines**” means the guidelines and trademark license located at http://aws.amazon.com/trademark-guidelines/ (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

Attachment A
AWS Security Standards

Capitalized terms not otherwise defined in this document have the meanings assigned to them in the applicable AWS Service Agreement.

1. **Information Security Program.** AWS will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) satisfy the Security Objectives, (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the AWS Network, and (c) minimize security risks, including through risk assessment and regular testing. AWS will designate one or more employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

   1.1 **Network Security.** The AWS Network will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. AWS will maintain access controls and policies to manage what access is allowed to the AWS Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. AWS will maintain corrective action and incident response plans to respond to potential security threats.

   1.2 **Physical Security**

   1.2.1 **Physical Access Controls.** Physical components of the AWS Network are housed in nondescript facilities (the "**Facilities**"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

   1.2.2 **Limited Employee and Contractor Access.** AWS provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of AWS or its affiliates.

   1.2.3 **Physical Security Protections.** All access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. AWS also maintains electronic intrusion detection systems designed to detect unauthorized access to the Facilities, including monitoring points of vulnerability (e.g., primary entry doors, emergency egress doors, roof hatches, dock bay doors, etc.) with door contacts, glass breakage devices, interior motion-detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

2. **Continued Evaluation**. AWS will conduct periodic reviews of the security of its AWS Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. AWS will continually evaluate the security of its AWS Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

3. **Security Breach Notification.** If AWS has actual knowledge of the unauthorized access to or acquisition of any record containing Customer Content that is subject to applicable data breach notification law and such

access or acquisition is caused by a confirmed breach of the security measures described in these AWS Security Standards that renders misuse of the information reasonably likely, AWS will (a) promptly notify Customer, as required by applicable law, and (b) take commercially reasonable measures to address the breach in a timely manner.”

EXHIBIT B: AWS GovCloud(US) Terms and Conditions
Last Updated: June 9, 2016

These AWS GovCloud(US) terms and conditions (these "**Terms**") contain the terms and conditions that govern your access to and use of the Service Offerings in the AWS GovCloud(US) region. These Terms represent an agreement between Amazon Web Services, Inc. ("**AWS**," "**we**," "**us,**" or "**our**") and you or the entity that you represent ("**you,**" "y**our**", or "**Customer**") and incorporate any additional terms that apply to your use of the Service Offerings, including the AWS Customer Agreement available at http://aws.amazon.com/agreement (as updated from time to time) or other agreement between you and us ("**Agreement**"). You represent to us that you are lawfully able to enter into contracts and if you are entering into these Terms for an entity, such as the entity or company you work for, you represent to us that you have legal authority to bind that entity. These Terms take effect when you click an "I Accept" button or check box presented with these Terms or, if earlier, when you use any of the Service Offerings that are the subject of these Terms. Unless otherwise defined in these Terms, all capitalized terms used in these Terms will have the meanings ascribed to them in the Agreement. The parties agree as follows:

1. **AWS Security.** Without limiting Sections 4 or 10 of the Agreement, AWS will implement reasonable and appropriate measures for the AWS Network in the AWS Govcloud (US) region in accordance with the AWS GovCloud (US) Security Standards designed to: (i) help you secure Your Content/Customer Content ("**Your Content**") against accidental or unlawful loss, access or disclosure; (ii) implement the in-scope Federal Risk and Authorization Management Program ("**FedRAMP**") High controls in accordance with the Documentation for the Services identified as FedRamp High compliant; and (iii) maintain physical and logical access controls to limit access to the AWS Network by AWS personnel, including employees and contractors, to U.S. persons, as defined by 22 CFR part 120.15 ("U.S. Persons") ((i), (ii) and (iii) collectively the "Security Objectives").

2. **[RESERVED]**

3. **U.S. Persons Restricted Access.** The AWS GovCloud(US) region is the only AWS region that has physical and logical access controls that limit AWS Personnel access to the AWS Network by individuals who are U.S. Persons.

4. **Your Obligations.**

   a. **Representations and Warranties.** You represent and warrant that you: (i) are a U.S. Person; (ii) will only assign a U.S. Person as your account owner for the AWS GovCloud(US) region; (iii) if required by the International Traffic In Arms Regulations ("ITAR"), have and will maintain a valid Directorate of Defense Trade Controls registration; (iv) are not subject to export restrictions under U.S. export control laws and regulations (e.g. you are not a denied or debarred party or otherwise subject to sanctions); and (iv) maintain an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including the ITAR. If requested by AWS, you agree to provide AWS with additional documentation and cooperation to verify the accuracy of the representations and warranties set forth in this Section.

   b. **Your Responsibilities.** You are responsible for all physical and logical access controls beyond the AWS Network including, but not limited to, your account access, data transmission, encryption, and appropriate storage and processing of data within the AWS GovCloud (US) region. You are responsible for verifying that all End Users accessing Your Content in the AWS GovCloud (US) region are eligible to gain access to Your Content. The Services may not be used to process or store classified data. If you introduce classified data into the AWS Network, you will be responsible for all sanitization costs incurred by AWS. Your liability under this provision is exempt from any limitations of liability.

5. Definitions.

"AWS Network" means AWS's data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.

"End User" means any entity, person, or United States Federal, State or Local Government agency that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under your account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own account, rather than your account.

6. [RESERVED]

7. [RESERVED]

EXHIBIT C: MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "Agreement"), effective as of May 15, 2017 (the "Effective Date"), is made between Amazon.com, Inc., a Delaware corporation ("Amazon.com"), and the California Department of General Services, a public entity ("Company"). In connection with the parties' commercial relationship or discussions about a possible relationship or transaction (the "Relationship"), each party may receive confidential information from the other party. Accordingly, Amazon.com and Company hereby agree as follows:

1. **Affiliates; Confidential Information.** The term "Affiliate" means, with respect to either party, any entity that directly or indirectly controls, is controlled by or is under common control with that party, and the term "Confidential Information" means all nonpublic information concerning the Relationship disclosed by either party, its Affiliates, or their agents (as applicable, such entities collectively, the "Disclosing Party") to the other party, its Affiliates, or their agents (collectively, the "Receiving Party") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) nonpublic information relating to the Disclosing Party's technology, products, services, processes, data, customers, business plans and methods, promotional and marketing activities, finances and other business affairs, and (ii) third-party information that the Disclosing Party is obligated to keep confidential.

2. **Exclusions.** Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement (provided, however, information that is rumored or reported does not become public based only on such rumors or reports), (ii) was known by the Receiving Party prior to its receipt from the Disclosing Party, (iii) is disclosed to the Receiving Party from any third party, except where the Receiving Party knows, or reasonably should know, that such disclosure constitutes a wrongful or tortious act, or (iv) is independently developed by the Receiving Party without use of any Confidential Information.

3. **Use and Disclosure of Confidential Information.** The Receiving Party will use Confidential Information only in connection with the Relationship. Except as provided in this Agreement or to the extent provided by applicable law, the Receiving Party will not disclose Confidential Information to anyone without the Disclosing Party's prior written consent, except from disclosure under the California Public Records Act and similar laws requiring disclosure. The Receiving Party will take reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information. If a request for the contents of, or other information relating to, this Agreement is made under the California Public Records Act or applicable law, Company will provide Amazon.com with reasonable written notice to permit Amazon.com to prevent the disclosure of such information to the maximum extent permitted under applicable law.

4. **Receiving Party Personnel; Affiliates.** The Receiving Party will restrict the possession, knowledge and use of Confidential Information to its directors, officers, employees, contractors, agents, legal and accounting advisers, and entities controlled by the Receiving Party (collectively, "Personnel") who (i) have a need to know Confidential Information in connection with the Relationship, (ii) are informed of the confidential nature of the Confidential Information, and (iii) have obligations with respect to the Confidential Information that are consistent with this Agreement. Each of Amazon.com and the Company will ensure that its Affiliates comply with this Agreement.

5. **Disclosures to Governmental Entities.** The Receiving Party may disclose Confidential Information as required to comply with official requests for information or orders of governmental entities that have jurisdiction over it or as otherwise required by law.

6. **Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information will not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights. Except to the extent permitted by applicable law in the absence of any express license or other grant of rights, neither party will use any trade name, trademark, logo or any other proprietary rights of the other party (or any of its Affiliates) in any manner without prior written authorization of such use by a Vice President of such other party.

7. **Notice of Unauthorized Use.** The Receiving Party will notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of

Confidential Information or any other breach of this Agreement by the Receiving Party. The Receiving Party will cooperate with the Disclosing Party to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

8. Return of Confidential Information. Subject to compliance with orders of governmental entities that have jurisdiction over it or as otherwise required by law, the Receiving Party will return or destroy all tangible materials or portions thereof constituting Confidential Information (including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party's written request.

9. Injunctive Relief. The Receiving Party acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the Disclosing Party as to which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

10. Scope; Termination. This Agreement covers Confidential Information disclosed by the Disclosing Party on and after the Effective Date. This Agreement automatically will terminate upon the earlier of (i) termination of all written agreements between the parties or their Affiliates regarding the Relationship, or (ii) if no agreements are executed, termination of discussions between the parties or their Affiliates regarding the Relationship or delivery of written notice terminating this Agreement; provided, however, that (i) each party's obligations with respect to the other party's Confidential Information will survive for three (3) years following termination, and (ii) Sections 6, 9, 10, and 11 will survive indefinitely.

11. Miscellaneous.

11.1 This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes all prior communications and agreements between the parties with respect thereto. This Agreement may be amended, modified, or waived only with the mutual written consent of the parties hereto. This Agreement will not be assignable by either party without the prior written consent of the other party; provided that prior written consent will not be required for any assignment by a party to an Affiliate. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

11.2 The Disclosing Party acknowledges that the Receiving Party may now have, or in the future may develop or receive, information that is the same as, or similar to, Confidential Information without having breached this Agreement. Nothing in this Agreement (a) prevents the Receiving Party from using, for any purpose and without compensating the Disclosing Party, information retained in the memory of the Receiving Party's Personnel who have had access to Confidential Information or (b) obligates the Receiving Party to restrict the scope of employment of the Receiving Party's Personnel; provided, however, that this section does not create a license under any copyright or patent of the Disclosing Party.

11.3 If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

11.4 This Agreement will be governed by internal laws of the State of California, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts located in Sacramento County, Sacramento, California, and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts.

11.5 All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered or sent by overnight courier, electronic mail, or registered or certified mail (return receipt requested) to the address set forth below the parties' signatures at the end this Agreement.

The parties have executed this Agreement as of the Effective Date.

Amazon.com, Inc.

By: ______________________, its __________________

Print Name: _____________________________________

Date Signed: ____________________________________
Courier: 410 Terry Ave. N., Seattle, WA 98109-5210
Mail: P.O. Box 81226, Seattle, WA 98108-1226
Email: contracts-legal@amazon.com
Attention: General Counsel

Company: California Department of General Services

By: ______________________, its __________________

Print Name: _____________________________________

Date Signed: ____________________________________

Mail: ____

Email: ____

Attention: ______________________________________

Contract 1-17-70-50A
Attachment 1

Contract Pricing

Contractor **JHC Technology**

Contract Line Item # (CLIN)	Item Description	Contract Discount
1	AWS Infrastructure as a Service	11.00%
2	AWS Platform as a Service	11.00%

Index Price Location: https://aws.amazon.com/products

6/15/2017

Technical Requirements

The Contractor shall offer services in their catalogs that meet or exceed all mandatory requirements detailed below.

1. Application Programming Interfaces

The Contractor's IaaS and PaaS must provide open Application Programming Interfaces (API) that provide the capability to:

a. Migrate workloads between the public cloud and the State's private on-premise cloud where CDT acts as the broker of those services and has the ability to logically separate individual customers;;
b. Define networks, resources and templates within a multi-tenant environment with the use of available APIs;
c. Provision and de-provision virtual machines and storage within a multi-tenant environment;
d. Add, remove and modify computing resources for virtual machines within a multi-tenant environment;
e. Add, remove and modify object and block storage within a multi-tenant environment;
f. Retrieve financial and billing information that provides detailed information for each CDT customer subscriber;
g. Retrieve performance indicators for all workloads in the multi-tenant environment;
h. Retain all workloads and support within the U.S.;
i. Retrieve log data from all workloads; and
j. Provide the ability to model potential workloads to determine cost of services.

2. Environment

The Contractor's cloud environment must have the ability to:

a. Provide a multi-tenant environment that supports a parent/child administrative relationship that enables the CDT (parent) to programmatically apply compliance and regulatory requirements and standards down to the child (CDT customers) entities;
b. Provide FIPS 140-2 complaint cryptographic modules – http://csrc.nist.gov/groups/STM/cmvp/standards.html;
c. Support cost tracking by resource tags or other solutions to tracking costs for individual customers;
d. Run and manage web applications, including .NET environments;
e. Provide managed database services with support for multiple database platforms;
f. Support Security Access Markup Language (SAML) federation;
g. Provide integration with a customer's on-premeses Active Directory;

h. Provide a managed service to create and control encryption keys used to encrypt data;
i. Provide a dedicated Hardware Security Module (HSM) appliance for encryption key management;
j. NA
k. Provide services to migrate workloads to and from the State’s VMware and HyperV environments; and
l. Provide dashboard reporting that provides performance monitoring, usage and billing information.

3. Security

See Seller Direct/Reseller Special Provisions Articles 5 and 6; Exhibit A, AWS Service Agreement Article 3

STATE OF CALIFORNIA
DEPARTMENT OF TECHNOLOGY

CUSTOMER IDENTIFICATION CODE REQUEST

OTECH 029 (REV. 10/13)

To request a new Office of Technology Services (OTech) Customer Identification (ID) Code, please complete the fields below. Questions regarding this form can be directed to your OTech Account Management Representative at (916) 431-5454 or the Rates and Cost Recovery Section at (916) 431-4286 or ciobilling@state.ca.gov.

☒ OTech Billing System   ☐ SY3 - SCO   ☐ CALSTARS

Will Mainframe Services be Used: ☐ YES ☒ NO

Organization Name California Automated Consortium Eligibility System	Authorized Customer Signature John Boule
Billing Address 11290 Pyrites Way, Suite 150	Title Executive Director
City/State/Zip Rancho Cordova, CA 95670	Phone Number (916) 851-3201 — Date May 7, 2018
Attention Diana Lam	Project Name/Identification CalACES
Email Address LamD@CalACES.org	OTech Account Management Representative David Friedman

Customer Information – Please provide any information you need printed on your invoice:

Organization Type

Other – California Automated Consortium Eligibility System

☐ State Government*   ☒ Local Government   ☐ Federal Government   ☐ Private Company

***All State Government agencies are required to pay through State Controller's Office (SCO) direct transfer. Please provide the necessary appropriation data below if your organization type is State Government.**

Fund Number	Sub Fund	Agency Code
Fiscal Year	Reference	Program
Category	Element	Component
Task	Name and Phone Number of Accounting Contact (for questions regarding funding)	

Route to:

Please route completed form to:
ciobilling@state.ca.gov

Date:

(OTECH INTERNAL USE ONLY)
Remedy Work Order - To be opened by Rates and Cost Recovery
Tasks

Security/RACF Date:	**PeopleSoft** Date:	**Remedy** Date:
CSS Date:	**CDD/Customer Database** Date:	**CalSTARS Table** Date: