



ENTERPRISE DISCOUNT PROGRAM ADDENDUM FOR AWS SERVICES

This Enterprise Discount Program Addendum (this “**Addendum**”) is an addendum to and incorporated by reference into the agreement entered into between the CalSAWS Consortium (“**Customer**”) and Rackspace US, Inc. (“**Rackspace**”) on September 1, 2023, (the “**Contract**”) and is effective as of the date the last party signs this Addendum (the “**Addendum Effective Date**”) and is entered into by and between Rackspace and Customer, including all of the documents incorporated and referenced in the Contract (collectively, the “**Contract**”).

1. PRICING TERMS.

Term	Meaning
Discount Term	The period from September 1, 2023 until August 31, 2028.
Contract Year	Contract Year One: September 1, 2023 - August 31, 2024. Contract Year Two: September 1, 2024 - August 31, 2025. Contract Year Three: September 1, 2025 - August 31, 2026. Contract Year Four: September 1, 2026 - August 31, 2027. Contract Year Five: September 1, 2027 - August 31, 2028.
Cross-Service Discount	Contract Year One: 19% Contract Year Two: 19% Contract Year Three: 19% Contract Year Four: 19% Contract Year Five: 19%
Spend Commitment	Contract Year One: \$36,122,000 Contract Year Two: \$36,122,000 Contract Year Three: \$36,122,000 Contract Year Four: \$36,122,000 Contract Year Five: \$36,122,000
Commitment-Eligible Fees	The following amounts incurred under Eligible Accounts (excluding fees paid for by applying the Available Balance in accordance with Section 6, excluding taxes, and net of any applicable discounts (other than Credits) and refunds) which count towards Customer’s Spend Commitment: (i) Fees for use of Eligible Services (other than AWS Professional Services, AWS Training and AWS Certification) in Eligible Regions; (ii) Except as set forth in (iii), fees for purchases on AWS Marketplace that are deployed on the Services (other than purchases of professional services) up to a maximum of 25% of the then-applicable Spend Commitment; and (iii) Fees for use of Commitment-Eligible Products
Eligible Accounts	The AWS accounts listed under AWS Account ID No. 100935367087; Credits Account Master Payor Account No. 681413786742.
Credits Account	681413786742, so long as it is an Eligible Payer Account.

Credits	Cross-Service Credits: <table> <tr><td>September 1, 2023</td><td>\$250,000</td></tr> <tr><td>December 1, 2023</td><td>\$250,000</td></tr> <tr><td>March 1, 2024</td><td>\$250,000</td></tr> <tr><td>June 1, 2024</td><td>\$250,000</td></tr> <tr><td>September 1, 2024</td><td>\$250,000</td></tr> <tr><td>December 1, 2024</td><td>\$250,000</td></tr> <tr><td>March 1, 2025</td><td>\$250,000</td></tr> <tr><td>June 1, 2025</td><td>\$250,000</td></tr> </table> <u>Amazon Connect Global Resiliency Implementation Credits:</u> \$7,400,000, subject to Section 3.2	September 1, 2023	\$250,000	December 1, 2023	\$250,000	March 1, 2024	\$250,000	June 1, 2024	\$250,000	September 1, 2024	\$250,000	December 1, 2024	\$250,000	March 1, 2025	\$250,000	June 1, 2025	\$250,000
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September 1, 2024	\$250,000																
December 1, 2024	\$250,000																
March 1, 2025	\$250,000																
June 1, 2025	\$250,000																

2. DISCOUNT. Rackspace shall apply the Cross-Service Discount to fees for use of Eligible Services. Rackspace shall apply any discounting expressed as a percentage to Public Pricing. The discounting under this Addendum may not be combined with any other discounts (including with any discounts on the AWS Site). Rackspace shall apply the Cross-Service Discount except where any component of an Eligible Service is entitled to discounting under another agreement. Rackspace shall apply the Cross-Service Discount during the Discount Term so long as Customer is complying with the terms of this Addendum. Fees for all Services other than Eligible Services and AWS accounts other than Eligible Accounts shall be the then-applicable fees under the Contract without modification by this Addendum. Fees for Platform Support for AWS Services are not eligible for discounts under this Addendum and shall be calculated in accordance with the Contract and are based on Customer's non-discounted AWS infrastructure monthly usage.

3. CREDITS.

3.1 Generally. Rackspace will apply a discount in the form of Credits to fees for use of Eligible Services under the Credits Account after application of the Cross-Service Discount and any other discounts, beginning with the invoice covering the applicable disbursement date. Rackspace will not apply Credits to: (i) any Spend Commitment Shortfall Payment obligation; (ii) fees incurred for AWS Managed Services or AWS Partner-Led Support or AWS Resold Support; (iii) one-time upfront fees for any prepaid Eligible Service; (iv) Eligible Accounts for which credit sharing has been disabled in the AWS Management Console; or (v) taxes, government charges or duties, or interest on those items. Credits will be applied in the order that the Credits expire, with the Credits having the earliest expiration date being applied first. To the extent permitted by law, unused Credits expire upon the earlier of one year after their disbursement date and the last day of the Discount Term. Credits are nonrefundable and may not be transferred, sold or exchanged for cash. In the event that Rackspace terminates this Addendum for cause, Customer will pay Rackspace for the cost of Eligible Services incurred up to the date of the notice of termination. Rackspace confirms that the entire benefit of the Credits Rackspace receives from AWS will be passed through to Customer (including, but not limited to, MAP and Connect Discount Credits. The parties anticipate that such Credits will be in the following amounts: MAP Funding -- \$460,000 in Contract Year 1 and \$460,000 in Contract Year 2; Connect Discount Credit: \$1,595,735 in Contract Year 1). In the event that AWS does not pay Rackspace the Credits set forth in the preceding sentence, Rackspace is not liable to Customer for any such amounts. Customer confirms that: (1) your receipt and use of the Credits is not prohibited nor restricted under, nor inconsistent with, any applicable laws, regulations, or binding orders, including applicable ethics or procurement rules and government contracting requirements, and (2) the application of the Credits will not create a conflict of interest for AWS in connection with your use or potential use of the AWS Services.

3.2 Amazon Connect Global Resiliency Implementation Credits. If, during Contract Year 1, Customer (i) uses Amazon Connect Global Resiliency; and (ii) submits a completed Amazon Connect Global Resiliency Implementation Credits Attestation that is signed by a C-level executive or his or her designee to Rackspace, then Rackspace will apply a discount in the form of Amazon Connect Global Resiliency Implementation Credits in an amount equal to \$3,700,000. If, during Contract Year 2, Customer (i) continues utilizing Amazon Connect Global Resiliency; and (ii) submits a completed Amazon Connect Global Resiliency Implementation Credits

Attestation that is signed by a C-level executive or his or her designee to Rackspace, then Rackspace will apply a discount in the form of Amazon Connect Global Resiliency Implementation Credits in an amount equal to \$3,700,000. Customer may submit only one Amazon Connect Global Resiliency Implementation Credits Attestation during each of Contract Years 1 and 2, and the Amazon Connect Global Resiliency Implementation Credits will be disbursed on the Credits Effective Date and applied in accordance with Section 3.1.

4. COMMITMENT. Effective as of the first day of the applicable Contract Year, Customer agrees to incur Commitment-Eligible Fees during each Contract Year at least equal to the corresponding Spend Commitment payment obligation. If the Commitment-Eligible Fees incurred during a Contract Year are less than the corresponding Spend Commitment payment obligation, then Customer shall pay Rackspace a Spend Commitment Shortfall Payment.

5. PAYMENT. Except as otherwise provided in this Addendum, Customer shall pay Rackspace all fees for use of Eligible Services and other amounts due under this Addendum via wire transfer and in accordance with the payment terms of the Contract. Customer will make all payments in a payment currency supported by Rackspace. As of the Addendum Effective Date, Rackspace accepts payment in U.S. dollars. All payment obligations under this Addendum shall survive expiration or termination of this Addendum. Rackspace shall invoice Customer for all payments due under this Addendum.

6. AVAILABLE BALANCE. During the term of this Addendum, Rackspace shall apply the Available Balance to fees and any taxes for use of the Eligible Services. The Available Balance is nonrefundable, shall not reduce Customer's Spend Commitment Shortfall Payment obligations, and is not a deposit for or credit toward the purchase of any services after the Discount Term. After the Discount Term, Rackspace shall invoice Customer for the amount equal to any remaining Available Balance, and the Available Balance shall be applied against such invoiced amount.

7. TERM; TERMINATION.

7.1. Term. The term of this Addendum commences on the Addendum Effective Date and ends on the last day of the Discount Term.

7.2. Termination for Convenience. Notwithstanding any termination for convenience rights in the Contract, Customer may only terminate this Addendum for convenience during the Discount Term if each of the following is satisfied: (i) Customer fails to appropriate funding that will be used to fund Customer's obligations under this Addendum or exercises a legal right to terminate for convenience, with respect to the Eligible Accounts (a "Government Termination") under any agreement(s) between Rackspace and Customer involving Rackspace's resale of Eligible Services (a "Government Contract"); (ii) the Customer continues to utilize the Eligible Services for the scope of work associated with the Government Contract directly or through a successor contractor; (iii) Customer notifies Rackspace within 15 days following the occurrence of the foregoing events, including documentation substantiating the Government Termination; (iv) such Government Termination occurs no earlier than one year after the Addendum Effective Date; and (v) promptly following the Government Termination, the parties will discuss in good faith the possibility of amending the parties' future obligations under this Addendum to reflect a lower Spend Commitment and adjusted Cross Service Discount (however, nothing in this Section obligates either party to enter into any amendment or modification to the terms of this Addendum). Any such termination for convenience satisfying these conditions will be effective on the effective date of any Government Termination or the date Customer provides Rackspace Notice of the Government Termination, whichever date is later. For clarity, if (i), (ii) and (iii) of this Section 7.2 occur during the first year of the Addendum, Customer may terminate this Addendum for convenience. In this scenario, Customer will be liable only for the Spend Commitment Shortfall Payment obligations for Contract Year 1. All other Spend Commitment obligations arising after the effective date of such termination will not apply. In the event of a Government Termination where Customer does not continue to utilize the Eligible Services per (ii) above, Rackspace will, upon written notice to Customer, terminate this Addendum and Customer will pay Rackspace an amount equal to the total value of the discounting received under this Addendum as of the effective date of termination. Rackspace may terminate this Addendum upon 30 days' written notice to Customer only where AWS terminates its agreement with Rackspace allowing for the resale of AWS services or this Addendum. Any exercise of either party's rights under this Addendum shall be without prejudice to any other rights or remedies a party has under the Contract. For clarity, unless the Addendum is also terminated in accordance with this Section 7 then if the Contract is terminated

by either party, this Addendum shall remain in full force and effect for the remainder of the Discount Term, and the terms of the Contract shall survive and govern this Addendum through the remainder of the Discount Term.

7.3. Termination for Cause. Notwithstanding any other termination rights in the Contract, either party may only terminate this Addendum for cause if the other party materially fails to meet its obligations under this Addendum and fails to remedy such failure within 30 days of receiving written notice describing such failure.

7.4. Effect of Termination.

- i. Termination by Customer. If Customer terminates this Addendum for cause, any Spend Commitment Shortfall Payment obligations arising after the effective date of such termination will not apply.
- ii. Termination by Rackspace. If Rackspace terminates this Addendum for cause, Customer will pay Rackspace for the cost of the Eligible Services incurred up to the date of the notice of termination. Following such payment, any Spend Commitment Shortfall Payment obligations arising after the effective date of such termination will not apply.

7.5 Order of Precedence related to Termination. For clarity, the Termination provisions in this Addendum apply only to this Addendum and the commitment, payment and discount obligations contained herein. All other termination rights of the parties are as set forth in the FedRAMP Moderate General terms.

8. REQUIRED ENROLLMENT IN AWS SUPPORT. Customer must enroll all Eligible Accounts in either Rackspace-Led Enterprise Support or resold AWS Support at the “Enterprise” level for the duration of the Discount Term. Eligible Accounts shall be automatically enrolled in Rackspace-Led Enterprise Support at the beginning of the Discount Term if not enrolled in resold AWS Support at the “Enterprise” level. Unless Customer instructs Rackspace otherwise, Rackspace will enroll Eligible Accounts in Rackspace-Led Enterprise Support with a single billing profile.

9. ENTIRE AGREEMENT; CONFLICT. The failure of a party to enforce any provision of this Addendum 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 in writing to be effective. Except as amended by this Addendum, the Contract shall remain in full force and effect. With respect to the subject matter hereof, this Addendum, together with the Contract, : (a) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement; and (b) supersedes all prior agreements and understandings (whether oral or written) between the parties. If there is a conflict between the Contract and this Addendum, this Addendum shall prevail solely as related to commitment, payment and discount obligations set forth herein. If there is a conflict between this Addendum and any other exhibit, amendment or addendum to the Contract or this Addendum, the document later in time shall prevail. The Spend Commitments and any Spend Commitment Shortfall Payment are payment obligations under the payment terms of the Contract.

10. COUNTERPARTS; DELIVERY. This Addendum may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same document. The parties may sign and deliver this Addendum by electronic or facsimile transmission.

11. DEFINITIONS. Capitalized terms used in this Addendum have the meanings set forth in the Contract unless otherwise defined in this Addendum.

“**Amazon Connect Global Resiliency Implementation Credits Attestation**” means an attestation in the form attached as Attachment 1.

“**Available Balance**” means the remaining balance of any Spend Commitment Shortfall Payment paid to Rackspace during the term of this Addendum.

“**AWS**” mean Amazon Web Services, Inc. (“AWS, Inc.”) and each other entity identified at <https://aws.amazon.com/legal/aws-contracting-party> that has agreed to provide the Eligible Services (each, an “AWS Party”).

“**Commitment-Eligible Products**” means the products and services listed at <https://commitment-eligible-products-list.s3.amazonaws.com/Commitment+Eligible+Products+SP.pdf>.

“Credits Effective Date” means the first day of the month after AWS receives an Amazon Connect Global Resiliency Implementation Credits Attestation provided such Attestation is received by the 5th of the month; otherwise the first day of the second month after receipt of such Amazon Connect Global Resiliency Implementation Credits Attestation.

“Eligible Regions” means the AWS regions and locations available to Customer and identified on the AWS Site at https://aws.amazon.com/about-aws/global-infrastructure/regions_az/?p=ngi&loc=2 (except Mainland China Regions), as may be updated from time to time.

“Eligible Services” means the Services listed at <https://solutionprovider.s3.amazonaws.com/Solution+Provider+Eligible+Services+List.pdf> used in Eligible Regions under Eligible Accounts.

“Public Pricing” means the pricing for the Eligible Services as described on the AWS Site.

“Spend Commitment Shortfall Payment” means an amount equal to the Spend Commitment for the applicable Contract Year less the Commitment-Eligible Fees incurred during such Contract Year.

RACKSPACE US, INC.

By: Rick Rosenburg
 Name: Rick Rosenburg
 Title: Vice President and General Manager
 Date: 14 August 2023

CUSTOMER

By: Jeff Mitchell
 Name: Jeff Mitchell
 Title: Consortium Legal Counsel
 Date: 08/25/23

CUSTOMER

By: John Boule
 Name: John Boule
 Title: CalSAWS Executive Director & JPA Board Secretary
 Date: 08/25/23

CUSTOMER

By: Michael Sylvester
 Name: Michael Sylvester
 Title: JPA Board Chair
 Date: 08/25/23

Attachment 1

Amazon Connect Global Resiliency Implementation Credits Attestation

This Amazon Connect Global Resiliency Implementation Credits Attestation is provided pursuant to the Enterprise Discount Program Addendum, effective as of September 01, 2023, between Rackspace US, Inc. ("**Rackspace**") and CalSAWS Consortium ("**Customer**") (the "**Addendum**"). All capitalized terms used but not defined in this Amazon Connect Global Resiliency Implementation Credits Attestation have the meanings set forth in the Enterprise Discount Program Addendum.

On behalf of Customer, I hereby attest that (*select one*):

- ☐ during Contract Year 1, Customer implemented Amazon Connect Global Resiliency. Therefore, Customer is entitled to \$3,700,000 in Amazon Connect Global Resiliency Implementation Credits.
- ☐ during Contract Year 2, Customer continued to utilize Amazon Connect Global Resiliency. Therefore, Customer is entitled to \$3,700,000 in Amazon Connect Global Resiliency Implementation Credits.

I further attest that Customer has not previously submitted an attestation with the above selection.

AGREED BY: CUSTOMER

By: _____

Name: _____

Title: _____

Date signed: _____