PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
PUBLIC CLOUD HOSTING SERVICES
Administered by the State of Utah (hereinafter "Lead State")

STATE COOPERATIVE CONTRACT
Unisys Corporation
Utah Contract Number: MA 268
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")
Participating State/Entity Contract Number: MA 268-PA

1. Scope: This addendum covers the PUBLIC CLOUD HOSTING SERVICES Contract lead by the State of Utah for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific WSCA cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

INDIVIDUAL CUSTOMER: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the State Cooperative Contract; and they will have the same rights and responsibilities for their purchases as the Lead State has in the State Cooperative Contract. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. Participating State Modifications or Additions to State Cooperative Contract:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

1) **AUTHORITY:** Provisions of this Addendum are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2) **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

3) **RECORDS ADMINISTRATION:** See Records Administration Clause in State Cooperative Contract MA 268.
4) **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

4.1 **Status Verification System**
A. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
B. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
C. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

4.2 **Indemnity Clause for Status Verification System**
A. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor and/or (b) any entity or person for whom the Contractor may be liable.
B. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

5) **INDEMNITY CLAUSE:** See Hold Harmless Clause in the State Cooperative Contract MA 268.
6) **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

7) **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

8) **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon thirty (30) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

9) **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is

required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

10) **TAXES:** Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract. or contract orders. The State of Utah's Federal excise exemption number is 87-780019K

11) **PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid/proposal.

12) **POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

13) **REPORTS AND FEES.** The Contractor agrees to provide a quarterly administrative fee to the State of Utah in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" for an amount equal to 1% of the net sales (net of any returns, credits, or adjustments) under this Addendum for the period. The Contractors WSCA pricing to the Participating Entity may be adjusted to offset for the equivalent fee amount. Payment(s) shall be made in accordance with the following schedule:

Period End	Fee Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the Participating Entity during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Purchasing Agent in the Division of Purchasing over in this Addendum and a copy to the Utah reports email address salesreports@utah.gov.

14) **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail, electronic funds transfer, or Purchasing Card.

15) **HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

16) **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. Contractor gives the STATE express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

17) **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

18) **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in the solicitation.

4. (Purposely Left Blank)

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

Lead State

Name	Pam Rugg
Address	State of Utah, Division of Purchasing and General Services 3150 State Office Building, Capitol Hill PO Box 141061 Salt Lake City, UT 84114-1061
Telephone	801-538-3232
Fax	801-538-3882
E-mail	prugg@utah.gov

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Contractor

Name	David Leichner
Address	Unisys Corporation 2150 River Plaza Drive, Ste. 170 Sacramento, CA 95833
Telephone	626-433-3780
Fax	626-569-9386
E-mail	Dave.leichner@unisys.com

Participating Entity

Name	Pam Rugg
Address	State of Utah, Division of Purchasing and General Services 3150 State Office Building, Capitol Hill PO Box 141061 Salt Lake City, UT 84114-1061
Telephone	801-538-3232
Fax	801-538-3882
E-mail	prugg@utah.gov

6. Subcontractors:
The Contractor may use subcontractors; however, the Contractor will be responsible for any agreements with the subcontractors. The Participating Entity is not agreeing to and is not responsible for any terms and conditions with a subcontractor.

7. Purchase Order Instructions:

The form of "engagement" and required information on the invoice related to services provided under the State Cooperative Contract have been determined by WSCA and agreed to by the Contractor. Purchase Orders are subject to acceptance by the Contractor. The Participating Entity and Contractor will mutually agree to engagement addenda and statements of work. Any additional information requirements should be detailed in Paragraph 3 (above).

8. State Cooperative Contract Number:

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All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: MA 268-PA and the Lead State Cooperative Contract Number MA 268.

This Participating Addendum and the State Cooperative Contract number (administered by the State of Utah) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the State Cooperative Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the State Cooperative Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the State Cooperative Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State Chief Procurement Official:	Contractor: Unisys Corporation
By:	By:
Name: Paul F. Mash	Name: Caralyn Brace
Title: Assistant Director	Title: Vice President/GM TCIS
Date:	Date: 11-20-12
Participating State Chief Information Official:	
By:	
Name: Marc VanOrden	
Title: CIO	
Date: 11-20-12	

[Additional signatures as required by Participating State]

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER MA268

1. CONTRACTING PARTIES: This State Cooperative Contract ("Contract") is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following CONTRACTOR:

Unisys Corporation
Name

2495 Natomas Park Drive
Address

Sacramento	CA	95833
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person David Leichner Phone #626-433-3780 Fax # 626-569-9386 Email Dave.Leichner@Unisys.com
Federal Tax ID# 38-0387840 Vendor #34660A Commodity Code #92005

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this Contract is to provide:
WSCA Public Cloud Hosting Services

3. CONTRACT PERIOD: Effective date: August 15, 2012 Termination date: July 31, 2015 unless terminated early or extended in accordance with the terms and conditions of this Contract. Renewal options (if any): 2 - 1 year each

4. PRICING AS PER THE ATTACHMENT C
PAYMENT TERMS: 30 days
DAYS REQUIRED FOR DELIVERY: 10-14
MINIMUM ORDER: N/A
FREIGHT TERMS: F.O.B. Destination

5. The following documents are incorporated into this Contract by reference and attached:
ATTACHMENT A: Standard Contract Terms and Conditions, Western States Contracting Alliance
ATTACHMENT B: Scope of Work
ATTACHMENT C: Contract Pricing
ATTACHMENT D: Additional Terms and Conditions
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this Contract.
b. Utah State Procurement Code, Procurement Rules, Solicitation #PR12063, WSCA Posting Public Cloud Hosting Services, dated 12/1/2011, including all addenda and amendments thereto; Request for Best and Final Offers, Solicitation #PR12063, dated 2/10/2012; CONTRACTOR's Proposal in response to Solicitation #PR12063, dated 1/18/2012; and CONTRACTOR's Best and Final Offer in response to Solicitation #PR12063, dated 2/28/2012 .

IN WITNESS WHEREOF, the parties sign and cause this Contract to be executed.

CONTRACTOR		STATE OF UTAH	
Janine Huebner 10-17-2012		Kent D Beers 10/18/12	
Contractor's Signature	Date	Director, Div. of Purchasing & General Svs.	Date

Janine Huebner
Contracts Manager
Unisys Corporation
Type or Print Name and Title

Rev 05/14/12

Standard Contract Terms and Conditions
Western States Contracting Alliance
Request for Proposal

Note: Changes have been made to the following terms and conditions: Patents, Copyrights, Etc.; Defaults and Remedies; Hold Harmless; Warranty; NonDiscrimination and Records Administration. The following terms and conditions have been added: Confidentiality; Limitation of Liability; Public Information; and Dispute Resolution.

PARTICIPANTS: The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Other states and their political subdivisions are also eligible to participate in WSCA contracts. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

QUANTITY ESTIMATES: WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror; otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the RFP states "No substitute". Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF PROPOSALS: WSCA reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the Request for Proposals. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at an offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Proposal prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposal may be modified or withdrawn unless done in response to a request for a "Best and Final Offer" from WSCA.

PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its

officers, agents and employees harmless from claims asserted against them claiming that a product provided to Buyer by or used by Contractor in the performance of this Contract infringes any intellectual property right enforceable in the US and any resultant liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.

Contractor will defend and indemnify Buyer at Contractor's expense against these claims provided Buyer (1) gives Contractor prompt written notice of the claim, (2) permits Contractor to defend or settle the claim and (3) provides all reasonable assistance in defending or settling the claim.

Contractor will not defend or indemnify Buyer if the claim (1) results from Buyer's design, alteration, or misuse of the item, or (2) results from the use of the item in combination with any party Products. Buyer agrees to look solely to the indemnification and remedies, if any, provided by the manufacturer or the Contractor supplier of any Products not provided by the Contractor, and not to Contractor.

In satisfaction of its indemnity under this provision, Contractor may (1) obtain the right of continued use of the item for Buyer or, (2) replace or modify the item to avoid the claim. If neither alternative is available on commercially reasonable terms, then at Contractor's request, Buyer will stop Buyer's use of the item and Buyer will return the item to Contractor. Upon return of the item, Contractor will give Buyer a credit for the price paid to Contractor, less a reasonable offset for use and obsolescence.

AWARD: WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the RFP.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period of at least thirty (30) days in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages as set forth in the Contract; 4. In accordance with applicable law, suspend contractor from receiving future proposal solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: Contractor Terms and Conditions that apply are attached to the Contract. No other Terms and Conditions will apply to this Contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc.

The Contractor may use subcontractors; however, the Contractor will be responsible for any agreements with the subcontractors. The Participating Entity is not agreeing to and is not responsible for any terms and conditions with a subcontractor.

If a Service Provider desires to change its standard commercial terms and policies and the State does not want to continue the respective Services, then the State may end the Services according to the termination for convenience provision(s) of the Contract.

REPORTS: The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

HOLD HARMLESS: The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officer, agencies, employees, harmless from and against claims asserted against them, (and any damage, cost or liability, including reasonable attorney's fees) for any or all injuries to persons and property damages to the extent caused by the intentional acts or negligence of the Contractor, its employees or subcontractors or volunteers in the performance of this Contract. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or direct damages to property.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW: This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY: The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by qualified members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract.

The Contractor may use subcontractors; however, the Contractor will be responsible for any agreements with the subcontractors. The Participating Entity is not agreeing to and is not responsible for any terms and conditions with a subcontractor.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE EXCEPT WHERE SUCH WARRANTIES CANNOT LAWFULLY BE EXCLUDED, AS TO THE SERVICES PROVIDED BY

CONTRACTOR HEREUNDER. CONTRACTOR DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR SERVICES.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order id delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in proposal preparation.

CONFLICT OF INTEREST: The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating sates to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cites, etc.,) of the Participating States shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for the charges authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access upon advance written notice to Contractor, to all the records to this contract as may be reasonably necessary to determine the accuracy of the charges for Services to the State according to generally accepted auditing principles. Each audit participant shall comply with Contractor's reasonable confidentiality and site security policies, procedures, and practices to the extent allowed by law.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

ENTITY PARTICIPATION: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

CONFIDENTIALITY: Each party agrees that all written information communicated to it by the other party, whether before the date of this Contract or during the Term, and (i) marked as "confidential" or "proprietary" or in a manner that gives notice of its proprietary nature (ii) regarding customers, human resources, financial costs and information, inventory, purchasing or merchandising or plans strategies or forecasts; or (iii) relating to Contractor's techniques, software and tools used to provide the Services (collectively referred to as "Confidential Information") shall be used only for the purposes of this Contract, and that no Confidential Information of the disclosing party shall be disclosed to third parties by the recipient, its employees, and other agents without the prior written consent of the disclosing party. Each party agrees to take reasonable precautions to prevent the disclosure to third parties of Confidential Information of the other party, including the precautions described in this Contract. A party shall have no obligations for information that is (i) already known by or available to the party or a related

entity at the time of disclosure; (ii) independently generated by the party or a related entity and not derived from the Confidential Information of the other party, (iii) generally known or available publicly, or which may later become generally known or available publicly, except where such knowledge or availability is the result of an unauthorized disclosure by the party, (iv) disclosed by a third party to the recipient or a related entity without notice that the disclosure is unlawful, (v) made available by the other party to a third party without similar restrictions; or (vi) required to be disclosed by the party or a related entity according to applicable law, regulation, court order, or other legal process provided the recipient first gives the other party written notice of the intended disclosure so the other party may seek protection of the information by any lawful means. Any obligation of confidentiality shall cease two (2) years after the return of such Confidential Information to the disclosing party by the receiving party or two (2) years after the termination of this Agreement, whichever is later. Failure to identify and mark information will not prevent information from being Confidential Information if a reasonably prudent business person in place of the receiving party knew or should have known the information was confidential. This confidentiality provision will apply to the extent allowed by applicable law.

PUBLIC INFORMATION: Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. Contractor gives WSCA express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State public information laws. Except for sections identified in writing and expressly approved by the State of Utah, Division of Purchasing, as Lead State for this WSCA Contract, Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public as required by public information laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

LIMITATION OF LIABILITY: UNLESS FURTHER LIMITED ELSEWHERE IN THIS AGREEMENT, NEITHER CONTRACTOR, ITS PROVIDERS, ITS SUPPLIERS, NOR ITS SUBCONTRACTORS SHALL BE LIABLE FOR AGGREGATE, CUMULATIVE DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, IN EXCESS OF THE CHARGES PAID TO CONTRACTOR FOR THE SERVICES DIRECTLY RELATED TO THE CAUSE OF ACTION THROUGH WHICH THE DAMAGE AROSE DURING THE TWELVE (12) MONTH PERIOD PRECEDING BUYER's CLAIM; PROVIDED HOWEVER THAT THE LIMITATION IN THE PREVIOUS SENTENCE SHALL NOT APPLY TO CLAIMS COVERED BY THE PATENT AND COPYRIGHT INDEMNIFICATION, BREACH OF CONFIDENTIALITY OBLIGATIONS, FRAUD OR FRAUDULENT MISREPRESENTATION, WILLFUL MISCONDUCT OR CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE INDEMNIFICATION.

IN NO EVENT SHALL CONTRACTOR, ITS PROVIDERS, SUPPLIERS, OR ITS SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT OR ITS PERFORMANCE OR NONPERFORMANCE, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CONTRACTOR, ITS PROVIDERS, ITS SUPPLIERS AND ITS SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA FROM ANY CAUSE, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF BUSINESS OR CLAIMS AGAINST BUYER FROM OTHERS ARISING OUT OF OR RELATED TO THIS CONTRACT. HOWEVER, TO THE EXTENT CONTRACTOR, ITS PROVIDERS, ITS SUPPLIERS AND/OR ITS SUBCONTRACTORS ARE THE DIRECT CAUSE OF LOSS OF DATA, CONTRACTOR SHALL RESTORE SUCH DATA FROM THE STATE'S BACKUP SYSTEM AT NO ADDITIONAL COST TO THE STATE.

DISPUTE RESOLUTION: The parties shall deal in good faith and attempt to resolve potential disputes informally.

Version: August 2011 as revised October 16, 2012, 2012.

Attachment B

Scope of Work

Statement of Work

The purpose of this contract is to provide opportunities for participating State, County, City and Federal government agencies to utilize commercial cloud hosting provider services in a secure and cost effective manner. Discounts are aggregated across all participants. The contract provides opportunities for agencies to obtain:

1. GIS Cloud Hosting Services: Includes cloud-hosting services specific to GIS services in the participating states.
2. General Cloud Hosting Services: Includes general cloud hosting services not specific to GIS requirements.
3. Cloud Provisioning Services: Includes access to cloud provisioning stacks that may be available to government agencies for use with their internal cloud services and vendor cloud services.
4. Consulting and Design Services: Includes consulting and design services available to government agencies from the awarded vendors for implementation of cloud services.

Contract use is governed by WSCA/NASPO processes and procedures for cooperative contracts. All projects require specific engagement agreements and related Statement of Work (SOW) documentation.

Quarterly Reporting Requirement

Contractors will be required to provide quarterly usage reports to the contract manager. Initiation and submission of the quarterly reports are to be the responsibility of the contractor without prompting or notification by the contract manager.

Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 31.

Quarter #2: October 1 through December 31, due annually by January 31.

Quarter #3: January 1 through March 31, due annually by April 30.

Quarter #4: April 1 through June 30, due annually by July 31.

Some WSCA States may require additional reporting requirements. Those requirements will be addressed through the individual states Participating Addendum. Quarterly Reports are to be sent to the contract manager.

WSCA Administration Fee

The contractor must pay a WSCA administration fee of one half of one percent (.5%) in accordance with the terms and conditions of the contract. The WSCA administration fee shall be submitted quarterly and is based on sales of products and services. The WSCA administration fee is not negotiable. WSCA Administration fee is to be payable to WSCA and submitted to the contract manager.

Some WSCA States may require that an additional fee be paid directly to the WSCA Member State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the contract. The contractor may adjust the contract pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA fee or the prices paid by the procuring agencies outside the jurisdiction of the WSCA State requesting the additional fee.

Order of Precedence

The contract shall consist of the following documents:

1. Participating Entity's Participating Addendum ("PA") including any state specific Terms & Conditions
2. Attachment A, WSCA Standard Terms & Conditions, as revised
3. Signature Page (Cover Page)
4. Attachment B, Scope of Work
5. The Solicitation,
6. The attached Contractor Terms and Conditions, if applicable
7. Attachment C, Cost Proposal Form, and
8. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the State Cooperative Contract are only those that are expressly accepted by the Lead State and must be in writing and attached to the State Cooperative Contract as an Exhibit or Attachment. Terms and Conditions in a Participating Entity's Participating Addendum will apply for that Participating Entity. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the solicitation, or terms listed or referenced on the Contractor website, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.

Attachment C: Unisys Cost Schedule

Introduction

Public Cloud provides highly economical usage based pricing on all of the components required for sophisticated enterprise class computing. Usage based pricing models enable alignment of infrastructure costs to actual computing needs, thereby reducing what were previously wasted expenditures due to under-utilization. In addition, the commercial environment is extremely competitive, with major cloud providers regularly adding new features and capabilities at lower price points.

In recognition of the competitive and rapidly evolving cloud market, Unisys provides a simple pricing model based on a discount off of public list pricing across cloud providers' portfolio categories of services (with specific exceptions) and includes separate Provisioning and Help Desk support. This allows immediate self-service access to new features and capabilities as they are brought to market and realizes the full benefit for WSCA participants as more efficient and cost effective models and pricing emerge.

In addition to the simple pricing model across a broad and expanding set of services, Unisys provides CLOUD provisioning capability to more than 20 public and internal Cloud providers. This makes the optimization of workload distribution internally and externally dramatically easier to manage.

Unisys also provides a single support infrastructure across all your external Cloud environments, allowing us to become familiar with the breadth of your computing efforts and greatly simplifying your access to Cloud and provisioning assistance.

Cloud Services Pricing Schedule

As noted above the family of cloud services available through major cloud providers is rapidly growing. Unisys is able to provide the majority of Cloud services in the specific categories on a simple % off of list pricing as new services become generally available through our provisioning portal. This enables you to immediately take advantage of new services without custom pricing quotes while subjecting specific user groups to budget and usage limits according to your defined usage. Specific specialized services such as SaaS and PaaS may be subject to special usage considerations such as third party license fees or feature configuration and as such may require custom quotes. Please see the notes for specific services.

Resource Type	**AWS** **0.5% off list unless noted** **Includes Basic Cloud Provisioning Portal at no additional cost**	**Unisys White Label Public Cloud** **GSA Equivalent Discounting; 25% off list unless noted**	**Salesforce.com** **GSA Equivalent Discounting**	**Google** **GSA Equivalent Discounting**	**SHI** **Unisys Discount Schedule**
Compute Resources **(Application Hosting)**					
On Demand Capacity					
Windows	Gov Cloud Public Cloud				Shared or Multi-Tenant vCores
Linux/Unix	Gov Cloud Public Cloud			Google Compute Engine	Shared or Multi-Tenant vCores
Reserved Capacity					

Resource Type	AWS 0.5% off list unless noted Includes Basic Cloud Provisioning Portal at no additional cost	Unisys White Label Public Cloud GSA Equivalent Discounting; 25% off list unless noted	Salesforce.com GSA Equivalent Discounting	Google GSA Equivalent Discounting	SHI Unisys Discount Schedule
Windows	Reserved Instance Dedicated Instance Gov Cloud Public Cloud	Standard Resource Pool Large Resource Pool			Managed Private vCores Private vCores
Linux/Unix	Reserved Instance Dedicated Instance Gov Cloud Public Cloud	Standard Resource Pool Large Resource Pool			Managed Private vCores Private vCores
"Price Based" Capacity					
Windows	EC2 Spot Market Gov Cloud Public Cloud				
Linux/Unix	EC2 Spot Market Gov Cloud Public Cloud				
Infrastructure Services					

Resource Type	AWS 0.5% off list unless noted Includes Basic Cloud Provisioning Portal at no additional cost	Unisys White Label Public Cloud GSA Equivalent Discounting; 25% off list unless noted	Salesforce.com GSA Equivalent Discounting	Google GSA Equivalent Discounting	SHI Unisys Discount Schedule
Load Balancing	Elastic Load Balancer		Included		Option
Content Delivery	Cloud Front		Included		
Resource Management	Auto Scaling		Included		Option
Queue Services	Simple Queuing Service (SQS)		Included		
Domain Name Services	Route 53				Option
IP Addresses	Elastic IP	Dedicated IP Address	Included		
Work Flow	SWF –Simple Workflow Service		CRC Design Workflow		
Network Services/Data Access					

Resource Type	AWS 0.5% off list unless noted Includes Basic Cloud Provisioning Portal at no additional cost	Unisys White Label Public Cloud GSA Equivalent Discounting; 25% off list unless noted	Salesforce.com GSA Equivalent Discounting	Google GSA Equivalent Discounting	SHI Unisys Discount Schedule
Storage Access	S3 – PUT,COPY,POST,LIST – no discount S3 – Get and other – no discount S3 – Delete – no charge ESB – IOPS		Included		Option
Network Data Transfer	Data In – No Charge On-demand Data Transfer (1) Reserved Data Transfer(1) Regional Data Transfer (1)	Managed Internet Bandwidth (MRS)	Included		Option
Other	Cloud Front – Regional Data Out Cloud Front Request				

Resource Type	AWS 0.5% off list unless noted Includes Basic Cloud Provisioning Portal at no additional cost	Unisys White Label Public Cloud GSA Equivalent Discounting; 25% off list unless noted	Salesforce.com GSA Equivalent Discounting	Google GSA Equivalent Discounting	SHI Unisys Discount Schedule
Storage					
Binary Object/Bulk Storage	S3 (Simple Storage Service) (1) S3 Reserved Storage (1)		Included	Google Cloud Storage	Option
Backup Storage	Snapshot to S3	Data Backup and Restore SRO Storage Snapshots		Google Cloud Storage	Option
Block Storage	Elastic Block Storage – See Pricing Below Ephemeral – No Charge	Standard Storage Fiber Channel Provisioned Storage			Option
Business Intelligence/Metrics Management					
Data Analysis	Elastic Map Reduce		Reports Dashboards	Google Big Query	
Other			Radian 6	Google Analytics	

Resource Type	AWS 0.5% off list unless noted Includes Basic Cloud Provisioning Portal at no additional cost	Unisys White Label Public Cloud GSA Equivalent Discounting; 25% off list unless noted	Salesforce.com GSA Equivalent Discounting	Google GSA Equivalent Discounting	SHI Unisys Discount Schedule
Security					
Virtual Private Cloud	No Charge				Managed Private vCores Private vCores
VPN	VPN Connection – No Discount	1Mbps LAN-to-LAN 3Mbps LAN-to-LAN 6Mbps LAN-to-LAN 10Mbps LAN-to-LAN			
Other		Virtual Firewall VLan	Role Based Security Object, Field, Record Level Security IP Restriction Time of Day Restriction		
EAL4+ Network Security	Enquire for availability	Enquire for availability			
EAL4+ SAN Security		Enquire for availability			

Resource Type	AWS 0.5% off list unless noted Includes Basic Cloud Provisioning Portal at no additional cost	Unisys White Label Public Cloud GSA Equivalent Discounting; 25% off list unless noted	Salesforce.com GSA Equivalent Discounting	Google GSA Equivalent Discounting	SHI Unisys Discount Schedule
Encryption	S3 Server Side Encryption		Crypto Library		
Identity Management	AWS IAM-No Charge		SAML Federated Authentication		
Monitoring and Alerts					
Monitoring	Basic E2 Monitor – No charge Detailed EC2 Monitor – No Discount Custom Metrics – No Discount Cloud Watch API Requests – No Discount	Basic Monitoring – No Charge vSphere			Included
Alerts	Simple Notification Service (SNS)	SMS Email	Email		Included
Data Base Services					

Resource Type	AWS 0.5% off list unless noted Includes Basic Cloud Provisioning Portal at no additional cost	Unisys White Label Public Cloud GSA Equivalent Discounting; 25% off list unless noted	Salesforce.com GSA Equivalent Discounting	Google GSA Equivalent Discounting	SHI Unisys Discount Schedule
Relational Database	MSFT SQL Server Gov Cloud Public Cloud	MSFT SQL Server		Google Cloud SQL	
	MySQL Gov Cloud Public Cloud	MySQL			
	Oracle Gov Cloud Public Cloud	Other - BYOL			
	Other – BYOL Gov Cloud Public Cloud		Database Services		
Non-relational Database	DynamoDB SimpleDB Gov Cloud Public Cloud	Other - BYOL			

Resource Type	AWS 0.5% off list unless noted Includes Basic Cloud Provisioning Portal at no additional cost	Unisys White Label Public Cloud GSA Equivalent Discounting; 25% off list unless noted	Salesforce.com GSA Equivalent Discounting	Google GSA Equivalent Discounting	SHI Unisys Discount Schedule
Platform as a Service (PaaS)					
Web Application	Elastic Bean Stock		Force.com Heroku	Google App Engine	
Software as a Service (SaaS)					
GIS Software	ESRI Basic (1) ESRI Standard (1) ESRI Fully Managed (1)	ESRI Basic (1) ESRI Standard (1) ESRI Fully Managed (1)		Earth Maps	
Email	SES (Simple Email Service)			Gmail Government Cloud Public Cloud	
Personal Productivity				Google Apps Government Cloud Public Cloud	
Content Management	InfoImage	InfoImage	CRM Content		InfoImage

Resource Type	AWS 0.5% off list unless noted Includes Basic Cloud Provisioning Portal at no additional cost	Unisys White Label Public Cloud GSA Equivalent Discounting; 25% off list unless noted	Salesforce.com GSA Equivalent Discounting	Google GSA Equivalent Discounting	SHI Unisys Discount Schedule
Provisioning Services (2)					
WSCA Unisys Provisioning Portal SaaS – Basic	Available – **No Charge**	Available – 4% of net cloud service fees	N/A	Available – 4% of net cloud service fees	Available – 4% of net cloud service fees (3)
WSCA Unisys Provisioning Portal SaaS – Advanced	Available – 7% of net cloud service fees	Available – 7% of net cloud service fees	N/A	Available – 7% of net cloud service fees	Available – 7% of net cloud service fees (3)
WSCA Unisys Provisioning Portal Dedicated - Basic	Available – Quote required	Available – Quote required	N/A	Available – Quote required	Available – Quote required (3)
WSCA Unisys Provisioning Portal Dedicated – Advanced	Available (1)	Available (1)	N/A	Available (1)	Available (1) (3)
Consulting Services (2)					
Principal Technologist	Onsite - $427/hr Offsite - $371/hr	Onsite - $427/hr Offsite - $371/hr	Onsite - $427/hr Offsite - $371/hr	Onsite - $427/hr Offsite - $371/hr	Onsite - $427/hr Offsite - $371/hr
Practice Director	Onsite - $427/hr Offsite - $371/hr	Onsite - $427/hr Offsite - $371/hr	Onsite - $427/hr Offsite - $371/hr	Onsite - $427/hr Offsite - $371/hr	Onsite - $427/hr Offsite - $371/hr

Resource Type	AWS 0.5% off list unless noted Includes Basic Cloud Provisioning Portal at no additional cost	Unisys White Label Public Cloud GSA Equivalent Discounting; 25% off list unless noted	Salesforce.com GSA Equivalent Discounting	Google GSA Equivalent Discounting	SHI Unisys Discount Schedule
Project Manager	Onsite - $244/hr Offsite - $211/hr	Onsite - $244/hr Offsite - $211/hr	Onsite - $244/hr Offsite - $211/hr	Onsite - $244/hr Offsite - $211/hr	Onsite - $244/hr Offsite - $211/hr
Cloud Architect	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr
Cloud Analyst	Onsite - $129/hr Offsite - $112/hr	Onsite - $129/hr Offsite - $112/hr	Onsite - $129/hr Offsite - $112/hr	Onsite - $129/hr Offsite - $112/hr	Onsite - $129/hr Offsite - $112/hr
Cloud Application Architect	Onsite - $260/hr Offsite - $260/hr	Onsite - $260/hr Offsite - $260/hr	Onsite - $260/hr Offsite - $260/hr	Onsite - $260/hr Offsite - $260/hr	Onsite - $260/hr Offsite - $260/hr
Sr Cloud Application Developer	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr
Cloud Application Developer	Onsite - $129/hr Offsite - $112/hr	Onsite - $129/hr Offsite - $112/hr	Onsite - $129/hr Offsite - $112/hr	Onsite - $129/hr Offsite - $112/hr	Onsite - $129/hr Offsite - $112/hr
Cloud Migration Architect	Onsite - $260/hr Offsite - $260/hr	Onsite - $260/hr Offsite - $260/hr	Onsite - $260/hr Offsite - $260/hr	Onsite - $260/hr Offsite - $260/hr	Onsite - $260/hr Offsite - $260/hr
Sr Cloud Migration Specialist	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr

Resource Type	AWS 0.5% off list unless noted Includes Basic Cloud Provisioning Portal at no additional cost	Unisys White Label Public Cloud GSA Equivalent Discounting; 25% off list unless noted	Salesforce.com GSA Equivalent Discounting	Google GSA Equivalent Discounting	SHI Unisys Discount Schedule
Cloud Migration Specialist	Onsite - $129/hr Offsite - $112/hr	Onsite - $129/hr Offsite - $112/hr	Onsite - $129/hr Offsite - $112/hr	Onsite - $129/hr Offsite - $112/hr	Onsite - $129/hr Offsite - $112/hr
Finance Analyst	Onsite - $129/hr Offsite - $113/hr	Onsite - $129/hr Offsite - $113/hr	Onsite - $129/hr Offsite - $113/hr	Onsite - $129/hr Offsite - $113/hr	Onsite - $129/hr Offsite - $113/hr
Project Coordinator	Onsite - $54/hr Offsite - $54/hr	Onsite - $54/hr Offsite - $54/hr	Onsite - $54/hr Offsite - $54/hr	Onsite - $54/hr Offsite - $54/hr	Onsite - $54/hr Offsite - $54/hr
Sr Provisioning Consultant	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr
Provisioning Consultant	Onsite - $119/hr Offsite - $106/hr	Onsite - $119/hr Offsite - $106/hr	Onsite - $119/hr Offsite - $106/hr	Onsite - $119/hr Offsite - $106/hr	Onsite - $119/hr Offsite - $106/hr
Design Architect	Onsite - $260/hr Offsite - $260/hr	Onsite - $260/hr Offsite - $260/hr	Onsite - $260/hr Offsite - $260/hr	Onsite - $260/hr Offsite - $260/hr	Onsite - $260/hr Offsite - $260/hr
Sr Design Consultant	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr
Design Consultant	Onsite - $112/hr Offsite - $91/hr	Onsite - $112/hr Offsite - $91/hr	Onsite - $112/hr Offsite - $91/hr	Onsite - $112/hr Offsite - $91/hr	Onsite - $112/hr Offsite - $91/hr

Resource Type	AWS 0.5% off list unless noted Includes Basic Cloud Provisioning Portal at no additional cost	Unisys White Label Public Cloud GSA Equivalent Discounting; 25% off list unless noted	Salesforce.com GSA Equivalent Discounting	Google GSA Equivalent Discounting	SHI Unisys Discount Schedule
Quality Assurance Manager	Onsite - $277/hr Offsite - $237/hr	Onsite - $277/hr Offsite - $237/hr	Onsite - $277/hr Offsite - $237/hr	Onsite - $277/hr Offsite - $237/hr	Onsite - $277/hr Offsite - $237/hr
Sr Quality Assurance Specialist	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr	Onsite - $161/hr Offsite - $140/hr
Quality Assurance Specialist	Onsite - $112/hr Offsite - $91/hr	Onsite - $112/hr Offsite - $91/hr	Onsite - $112/hr Offsite - $91/hr	Onsite - $112/hr Offsite - $91/hr	Onsite - $112/hr Offsite - $91/hr
Support (2)					
24x7 Premium (Default)	15% of net Cloud Usage and GIS Hosting Fees	15% of net Cloud Usage and GIS Hosting Fees	15% of net Cloud Usage	15% of net Cloud Usage	15% of net Cloud Usage

NOTES:

(1) See detailed pricing below

(2) Consulting, provisioning and support are not discounted beyond the rates shown in the table.

(3) Setup fees will apply for Unisys Provisioning Portal Support of SHI clouds

AWS Storage Services Detail

NOTE: Storage volumes are aggregated on a per participating entity basis.

Amazon Elastic Block Store (EBS)

Amazon EBS Volumes	List Price	Unisys WSCA Price			
Per GB-Month of provisioned storage	$ 0.130	$ 0.129			
Per 1 million I/O requests	$ 0.130	$ 0.129		10	per GB/Day
Amazon EBS Snapshots to Amazon S3				3650	per GB/Y
Per GB-Month of data stored	$ 0.180	$ 0.179		10950	per GB total
			10,950,000		per TB

Amazon Simple Storage Service (S3)

On-Demand Storage

	Standard Storage (per GB) List Price	Reduced Redundancy Storage (per GB) List Price	Standard Storage (per GB) Unisys WSCA Price	Reduced Redundancy Storage (per GB) Unisys WSCA Price	
First 1 TB / month	$ 0.180	$ 0.121	$ 0.179	$ 0.120	
Next 49 TB / month	$ 0.160	$ 0.108	$ 0.159	$ 0.107	
Next 450 TB / month	$ 0.145	$ 0.095	$ 0.156	$ 0.102	NO DISCOUNT
Next 500 TB / month	$ 0.125	$ 0.082	$ 0.134	$ 0.088	NO DISCOUNT
Next 4000 TB / month	$ 0.105	$ 0.069	$ 0.113	$ 0.074	NO DISCOUNT
Next 5000 TB / month	$ 0.070	$ 0.048	$ 0.075	$ 0.052	NO DISCOUNT
Above 10000 TB / month	Call for Pricing	Call for Pricing	Call for Pricing	Call for Pricing	

* Monthly usage is calculated by averaging the storage used in a month. For more details on how we measure and charge for storage usage, please check the AWS GovCloud FAQ page.

Amazon Simple Storage Service (S3)

Fixed Price Reserved Storage

Average Storage Per Month	Standard Storage List Price	Reduced Redundancy Storage List Price	Standard Storage Unisys WSCA Price	Reduced Redundancy Storage Unisys WSCA Price	
	1 yr Term	1 yr Term	1 yr Term	1 yr Term	
25 TB	$ 45,950	$ 31,300	$ 45,720.25	$ 31,143.50	
50 TB	$ 91,150	$ 62,200	$ 90,694.25	$ 61,889.00	
500 TB	$ 828,300	$ 550,400	$ 890,645.16	$ 591,827.96	NO DISCOUNT
1000 TB	$ 1,518,000	$ 1,008,000	$ 1,632,258.06	$ 1,083,870.97	NO DISCOUNT
5000 TB	$ 6,146,250	$ 4,083,250	$ 6,608,870.97	$ 4,390,591.40	NO DISCOUNT

GIS Hosting Services Detail

ESRI *** HOSTING COSTS – No Discount

Service Level	Per Instance Hour Base Charges*	Per ESRI SW Instance/Month Incremental Charges**	Instance Hourly Equivalent**	Fully Managed Solution Incremental Monthly Fees**	Fully Managed Solution Hourly Equivalent**
Basic GIS Hosting	Separate			None	n/a
Standard GIS Hosting	Separate	$900	$1.23	None	n/a
Fully Managed GIS Hosting	Separate	$900	$1.23	$ 17,173	$ 23.52

* Required compute, database and other charges will vary based upon actual configuration used.

** in addition to Per Instance Hour Base Charges. Minimum commitments will apply.

*** valid ESRI licenses are required (BYOL)

WSCA Unisys Provisioning Portal – Dedicated Instance Detail

Unisys Cloud Provisioning System software licensing

Cloud Instances (VMs)*	Annual License Subscription List Price	WSCA Annual License Subscription Price	WSCA Discount	List Price Per Additional Virtual Machine Instance Per Year	WSCA Price Per Additional Virtual Machine Instance Per Year
1,000	$250,000	$250,000	0%	$250.00	$250.00
1,500	$375,000	$315,663	16%	$250.00	$210.44
3,000	$500,000	$361,446	28%	$166.67	$120.48
5,000	$725,000	$506,024	30%	$145.00	$101.20

* quantity refers to the maximum number of VMs supported at that level.

Note: aggregate discounts are available for use of this software in a single instance to support multiple participating entities. For example Unisys would be willing to provide and host a WSCA-branded instance of this software to support multiple participating entities. As the aggregate usage increased, the per-unit costs would decrease for all participants.

AWS Data Transfer Detail

On-demand data transfer. Data transfer volumes are aggregated on a per participating entity basis.

	Price Per GB - List	Price Per GB - Unisys WSCA Discounted Price	
Data Transfer IN			
All data transfer in	$0.00	$0.00	
Data Transfer OUT			
First 10 TB / month	$0.16	$0.15	
Next 40 TB / month	$0.12	$0.11	
Next 100 TB / month	$0.09	$0.097	NO DISCOUNT
Next 350 TB / month	$0.07	$0.070	NO DISCOUNT
Next 524 TB / month	contact us		
Next 4 PB / month	contact us		
Greater than 5 PB	contact us		

Reserved data transfer. Data transfer volumes are pre-purchased on an invoiced entity basis

Data Transfer OUT	**1 yr Term**		
25 TB / month	$35,400	$35,223.00	
50 TB / month	$65,750	$65,421.25	
150 TB / month	$160,100	$172,150.538	NO DISCOUNT
500 TB / month	$395,900	$425,698.925	NO DISCOUNT

Regional Data Transfer

$0.01 - all data transferred between instances in different Availability Zones in the same region. Note that transfer between instances through an Elastic IP is always considered Regional Data Transfer.

ATTACHMENT D – State of Utah – State Cooperative Contract – Contract Number MA268

This Attachment D to the Agreement governs your access to and use of the Services and Tools, as each is defined below, provided to you by or through Unisys Corporation ("Contractor"), under the State of Utah – State Cooperative Contract – Contract Number MA268 ("Agreement") and sets out the trade rules and practices that apply to you or the entity you represent ("you") for use of the Services and Tools. "We," "us", or "our" means Contractor and those for whom Contractor is responsible under the Agreement, including its respective cloud hosting provider(s) and software Tool provider(s) (each a "Provider") and all its/their related entities in respect of the Services and Tool(s). Contractor may add/replace cloud hosting providers as permitted under the Agreement with your advance written consent.

1. Use of the Services and Tool(s). Your use of and access to the GIS Cloud Hosting Services, General Cloud Hosting Services, and Cloud Provisioning Services as described in the Agreement ("Services") and any software tools that Unisys may make available under the Agreement, such as cloud provisioning and management software, are governed by the Agreement, including this Attachment D and the Trade Rules and Practices (as defined below), which shall have priority. Only Contractor Service Level Agreements in the Agreement for the Services/Tool(s), if any, apply to your use of such Services/Tool(s). Your access and continued access to, and use of, the Services and Tool(s) is conditioned on your compliance with (a) all laws, rules, and regulations and your compliance and agreement with the policies, provisions, materials, and instructions under which the services/proprietary software are made available by their supplier/owner to their customers in general and (b) Unisys training provided to you for the use of the Services and Tool(s), ("Trade Rules and Practices").

2. Security and Backup. You are solely responsible for properly configuring the Services/Tool(s) unless you have purchased consulting services of Contractor to configure the Services/Tool(s) and you are solely responsible for using the Services/Tool(s) and taking steps to maintain appropriate security, protection and backup of any software (including machine images), data, text, audio, video, images or other content ("Materials") you or any end user (a) run on or with the Services/Tool(s), (b) cause to interface with the Services/Tool(s), or (c) upload to the Services or otherwise transfer, process, use or store in connection with the Services/Tool(s), ("Your Materials") including using encryption technology to protect Your Materials from unauthorized access and routinely archiving Your Materials. We shall have no responsibility for any data or Your Materials you may use, including but not limited to, storing, processing, uploading, importing, exporting, returning, or otherwise, with or related to the Services.

3. Removal/Suspension/End of Services. We may remove and withhold Services if the respective Provider does not permit Unisys to resell or continue to resell its services on terms acceptable to Unisys or Provider withholds its services. If you become aware of any violation of the Trade Rules and Practices by an end user, you will immediately notify us and terminate such end user's access to Your Materials and the Services/Tool(s). We may suspend the account through which you access the Services/Tool(s), or end the Services or use of the Tool(s), immediately, which may include but not be limited, to a determination: (a) you are, or any end user is, in breach of the Trade Rules and Practices; or (b) your or an end user's use of the Services/Tool(s) (i) poses a security risk to the Services/Tool(s) or any other customer, (ii) may harm our systems or the systems or software (including machine images), data, text, audio, video, images or other content of any other customer, or (iii) we or any third party may be subject to liability. Upon any cessation of the access/use of the Services/Tools during the term of the Agreement, other than a cessation by the Western States Contracting Alliance (WSCA) or a WSCA participating entity, Unisys shall apply diligent efforts to provide a mutually acceptable replacement provider for the Services or Tool(s), as the case may be, for the remaining term of the Agreement.

4. Proprietary Rights – Services/Tool(s). As between you and us, we or our licensors own and reserve all right, title, and interest in and to the Services/Tool(s), which are the confidential proprietary information of their respective Provider, which you shall hold in strict confidence. Unisys grants you the right to use the Services/Tool(s) solely as a licensee of Unisys in accordance with the Agreement. Provider(s) has/have no obligation to provide the Service/Tool(s) to you, which each Provider makes available as is, with all faults, and without any liability to you, so you agree to look, and you shall look, exclusively to Unisys and your Agreement regarding any such obligation. You obtain no rights from any Provider or its licensors to the Services/Tool(s), including any related intellectual property rights. Any Materials, other than Your Materials, you access on our Site(s) will be governed by the Trade Rules and Practices, except that some of our Materials may be provided to you under a separate license, such as the Apache Software License, in which case that license will govern your use of those Materials.

5. U.S. Government Rights. In accordance with Federal Acquisition Regulation (FAR) Sections 12.211 and 12.212, and Defense Federal Acquisition Regulation Supplement (DFARS) Sections 227.7202-1 and 227.7202-3, the Services or Tool(s), or both, are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Services and Tool(s). If you are using the Services/Tool(s) on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Services/Tool(s). The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the FAR and the DFARS. If you provide any suggested improvements to us regarding the Services, Tool(s), or our Materials, we may use such suggestions without restriction.

6. Import and Export Compliance. In connection with this Attachment, Trade Rules and Practices, and the Services/Tool(s) you will comply with all applicable import, re-import, export, and re-export control laws and regulations.