



Michigan Department of Natural Resources – Procurement Services  
 P.O. Box 30028, Lansing, MI 48909  
 OR  
 525 W. Allegan, Lansing, MI 48933

**CHANGE NOTICE NO. 02 TO CONTRACT NO. 751B2200012**  
**Between**  
**STATE OF MICHIGAN**  
**and**

*Required by authority of 1984 PA 431, as amended.*

Name and Address of Contractor  <b>Facebook</b> <b>15161 Collections Center Drive</b> <b>Chicago, IL 60693</b>	Primary Contact <b>Alex Janin</b>	
	Email	
	Telephone <b>(650) 485-6275</b>	Contractor #, Mail Code <b>*****5019/002</b>

State Contact	Division	Name	Telephone	Email
Project Manager	Marketing and Outreach	Christine Schwerin	(517) 284-6071	SchwerinC@michigan.gov
Buyer	Finance and Operations	Jana Harding-Bishop	(517) 284-5938	HardingJ3@michigan.gov

**Initial Contract Summary**

Description (Provide a basic but comprehensive description of services)

Contract to pay fees for Facebook Advertising

Effective Date <b>11/18/2011</b>	Initial Expiration Date <b>11/17/2014</b>	Initial Available Options <b>3 - 1 year option</b>	Current Expiration Date <b>11/17/2015</b>
Payment Terms <b>Net 45</b>	F.O.B. <b>N/A</b>	Shipped <b>N/A</b>	Shipped From <b>N/A</b>
Minimum Delivery Requirements <b>N/A</b>		Alternate Payment Options <input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV)	Available to MiDeal Participants <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Description of Change Notice**

Option Exercised:  Yes  No      If Yes, New Expiration Date: 11/17/2016

Provide the detail of the Change Notice  
 Per Change Notice 002 attached:  
 No-Cost extension new contract end date to be 11/17/16  
 Facebook will not sign a contract

Value/Cost of Change Notice <b>\$0.00</b>	Estimated Revised Aggregate Contract Value <b>\$240,000.00</b>
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 P.O. Box 30028, Lansing, MI 48909  
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 525 W. Allegan, Lansing, MI 48933

**CHANGE NOTICE NO. 01 TO CONTRACT NO. 751B2200012**  
**Between**  
**STATE OF MICHIGAN**  
**and**

*Required by authority of 1984 PA 431, as amended.*

Name and Address of Contractor  <b>Facebook</b> <b>15161 Collections Center Drive</b> <b>Chicago, IL 60693</b>	Primary Contact <b>Alex Janin</b>	
	Email	
	Telephone <b>(650) 485-6275</b>	Contractor #, Mail Code <b>*****5019/002</b>

State Contact	Division	Name	Telephone	Email
Project Manager	Marketing and Outreach	Christine Schwerin	(517) 284-6071	SchwerinC@michigan.gov
Buyer	Finance and Operations	Jana Harding-Bishop	(517) 284-5938	HardingJ3@michigan.gov

**Initial Contract Summary**

Description (Provide a basic but comprehensive description of services)

Contract to pay fees for Facebook Advertising

Effective Date <b>11/18/2011</b>	Initial Expiration Date <b>11/17/2014</b>	Initial Available Options <b>3 - 1 year option</b>	Current Expiration Date <b>11/17/2014</b>
Payment Terms <b>Net 45</b>	F.O.B. <b>N/A</b>	Shipped <b>N/A</b>	Shipped From <b>N/A</b>
Minimum Delivery Requirements <b>N/A</b>		Alternate Payment Options <input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV)	Available to MiDeal Participants <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Description of Change Notice**

Option Exercised:  Yes  No      If Yes, New Expiration Date: 11/17/2015

Provide the detail of the Change Notice  
 Per Change Notice 001 attached:  
 No-Cost extension new contract end date to be 11/17/15  
 Facebook will not sign a contract

Value/Cost of Change Notice <b>\$0.00</b>	Estimated Revised Aggregate Contract Value <b>\$240,000.00</b>
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May 2, 2016

STATE OF MICHIGAN  
DEPARTMENT OF NATURAL RESOURCES  
FINANCIAL SERVICES  
P.O. BOX 30028, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT AGREEMENT NO. 751B2200012  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR  <b>Facebook</b> <b>15161 Collections Center Drive</b> <b>Chicago, IL 60693</b>		TELEPHONE Alex Janin <b>(650) 485-6275</b>
Contract Administrator: Jana Harding-Bishop		BUYER <b>Jana Harding-Bishop</b> <b>(517) 373-1190</b>
<b>Contract Description</b> <b>Contract to pay fees for Facebook Advertising</b>		
CONTRACT PERIOD: From: <b>11/18/2011</b> To: <b>11/17/2014</b>		
TERMS <b>Net 45 days</b>	SHIPMENT <b>N/A</b>	
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**The attached represents the mutually agreed to description of services to be provided and terms and conditions.**

**This is not an order. A Purchase Order will be issued and sent to the contractor to request goods or services as authorized under the terms and conditions of this contract.**

**Est. Contract Value: \$ 240,000.00**

This contract is being put into place to process payments for charges as agreed to with Facebook.

The DNR will set the cost they are willing to pay per advertisement and the maximum amount they are will to spend. Facebook will run DNR's advertisement once they have exhausted any higher priced competing advertisements or the maximum spend limits with other companies have been achieved.

This contract is for a three (3) year period with three (3) optional one (1) year extensions.

## Facebook Terms and Conditions:

### Facebook Online Invoicing Terms and Conditions

With respect to any Order that you place through Facebook's online advertising portal for which Facebook agrees to invoice you, you and Facebook agree to delete Section 2 of the Facebook Payment Terms, found at [\[http://www.facebook.com/payments\\_terms/\]](http://www.facebook.com/payments_terms/) ("Terms and Conditions"), and replace it with the following:

**"2. Payments.** Facebook will send you invoices based on your Orders. You will make all payments within thirty (30) days of date of the applicable invoice. As a condition of you receiving invoices, you agree to provide and maintain the accuracy of your address and other contact information by sending any updates to any of the foregoing to [AR@facebook.com](mailto:AR@facebook.com). To the extent you make a payment in a currency Facebook does not accept, you agree to pay all fees associated with currency conversion. All payments will be made in US Dollars. Invoiced amounts and all other amounts payable by you to Facebook are exclusive of any applicable tax, duty, levy, or other governmental charge, including but not limited to sales, use, value-added, withholding, and excise taxes ("**Taxes**"). You are responsible for payment of all Taxes to the proper taxing or governmental authority. You authorize Facebook, either directly or through third parties, to make any inquiries that Facebook considers necessary to validate your identity and creditworthiness. Interest will accrue on any past due amounts at the rate of the lesser of 1% per month or the lawful maximum.

If your payment method fails or your account is past due, Facebook may collect past due amounts using other collection mechanisms, and you agree to pay all expenses associated with such collection, including reasonable attorneys' fees. You are responsible for maintaining the security of your account (including your user name and password), and you understand that you will be charged for any orders placed by or through your account, even if such orders were not authorized by you. Facebook will not be liable for any loss or damage arising from your failure to maintain the security or confidentiality of your account. To the fullest extent permitted by law, you waive all claims against Facebook related to charges (including any claims related to suspected invalid clicks or other actions) unless claimed within 60 days after the charge. To the extent Facebook makes such ad units available, you will be solely responsible for all fees associated with serving any "rich media" Ads."

You hereby confirm your agreement to the Terms and Conditions as modified herein with respect to any Order you place or any current Order already placed through Facebook's online advertising portal.

### Terms of Agreement

Facebook, Inc. or any of its affiliates ("Facebook") may, consider allowing you (or the advertiser you represent, as applicable) to pay for accepted orders that you place through Facebook's online portal within 30 days from the date of each applicable invoice based on the information you provided in this application or that Facebook learns from by other available sources. You warrant the information listed in this application to be true, correct and complete to the best of your knowledge. You hereby authorize Facebook to perform any credit investigation needed to verify the information contained in this application, including, but not limited to any consumer report, bank & trade references, D&B report, or any other credit reporting agencies which Facebook may request periodically. You authorize the release of bank and trade reference information for the purpose of establishing credit terms with Facebook. If you are submitting this credit application on behalf of an advertiser, you hereby warrant that you have the authority to submit this application on behalf of such advertiser and to bind the advertiser to the [Online Invoicing Terms](#).

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, DC 20580.

You acknowledge and agree that the above credit application may be reviewed by Facebook. Furthermore, you agree that, upon approval of the above application, you, and if applicable, the advertiser on whose behalf you are submitting such application, shall be bound by the [Online Invoicing Terms](#).