



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
320 S. Walnut Street 2nd Floor Lansing, MI 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **MA230000000200**

<b>CONTRACTOR</b>	GOOGLE LLC
	1600 Amphitheatre Parkway
	Mountain View CA 94043
	Charlie Henderson
	734-619-4854
	micharlie@google.com
	CV0059147

<b>STATE</b>	<b>Program Manager</b>	Marshall Howard	DTMB
		517-636-6505	
		HowardM2@michigan.gov	
	<b>Contract Administrator</b>	Shannon Romein	DTMB
		517-898-8102	
		Romeins@michigan.gov	

### CONTRACT SUMMARY

State Integrated IaaS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 6, 2022	December 6, 2027	5 - 12 Months	December 6, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### MINIMUM DELIVERY REQUIREMENTS

### DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,731,521.00	\$205,164.00	\$2,936,685.00		

### DESCRIPTION

Effective 3/31/2025, this Contract is hereby increased by \$205,164.00 and the following amendment incorporated to accommodate the upgrade of DTMB CIP's existing Apigee license Subscription supporting MiLogin into the State's tenant for 12 months at a monthly cost of \$17,097.00.

Please note the State's Program Manager has been updated to Marshall Howard.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, and DTMB Central Procurement approval.

# GOVERNMENT - PRICE QUOTATION

## GOOGLE PUBLIC SECTOR at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP  
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE 888-662-2724  
WWW.CARAHSOFT.COM/GOOGLE | GOOGLE@CARAHSOFT.COM



**TO:** Marshall Howard  
State Admin Manager XV  
MI Dept of Tech, Mgmt & Budget  
7285 Parsons Dr.  
Elliott-Larsen Building #6  
Lansing, MI 48913 USA

**EMAIL:** howardm2@michigan.gov

**PHONE:** (517) 897-7260

**FROM:** Sydney O'Brien  
Carahsoft Technology Corp.  
Google Public Sector Team  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

**EMAIL:** Sydney.O'Brien@carahsoft.com

**PHONE:** (571) 668-7098

**TERMS:** Contract Number: 230000000200  
Contract Expiration: December 6, 2027  
FTIN: 52-2189693  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Sales Tax May Apply

**QUOTE NO:** 53101916  
**QUOTE DATE:** 03/06/2025  
**QUOTE EXPIRES:** 04/05/2025  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$205,164.00  
**TOTAL QUOTE:** \$205,164.00

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
1	9A92-40AE-8D00	Subscription Agreement for Public Sector 12 month term at a monthly cost of 17,097 Google - 9A92-40AE-8D00 Type: New Product: Google-GCP Customer Domain Name: michigan.gov	\$1.00	\$1.00	OM 205,164	\$205,164.00
<b>SUBTOTAL:</b>						\$205,164.00
<b>TOTAL PRICE:</b>						<b>\$205,164.00</b>
<b>TOTAL QUOTE:</b>						<b>\$205,164.00</b>

This quote is pursuant to the terms of Master Cloud Services IaaS Agreement 230000000200 between Google and the State of Michigan.



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P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **MA230000000200**

<b>CONTRACTOR</b>	GOOGLE LLC
	1600 Amphitheatre Parkway
	Mountain View CA 94043
	Charlie Henderson
	734-619-4854
	hecharlie@google.com
	CV0059147

<b>STATE</b>	<b>Program Manager</b>	Jason Frost	DTMB
		517-636-6505	
		frostj@Michigan.gov	
	<b>Contract Administrator</b>	Shannon Romein	DTMB
		517-898-8102	
		Romeins@michigan.gov	

CONTRACT SUMMARY				
State Integrated IaaS				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
December 6, 2022	December 6, 2027	5 - 12 Months	December 6, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,068,761.00	\$662,760.00	\$2,731,521.00		
DESCRIPTION				
Effective 3/28/2025, this Contract is hereby increased by \$662,760.00 in support of MDHHS use of Google Cloud Platform (GCP) Services for the Crime Victims Compensation System (MICAUS).				
All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 3/25/2025.				



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
320 S. Walnut Street 2nd Floor Lansing, MI 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **MA230000000200**

<b>CONTRACTOR</b>	Google LLC
	1600 Amphitheatre Parkway
	Mountain View CA 94043
	Charlie Henderson
	734-619-4854
	hecharlie@google.com
	CV0059147

<b>STATE</b>	<b>Program Manager</b>	Various	DTMB
	<b>Contract Administrator</b>	Shannon Romein	DTMB
		517-898-8102	
		RomeinS@michigan.gov	

CONTRACT SUMMARY				
State Integrated IaaS				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
December 6, 2022	December 6, 2027	5 - 12 Months	December 6, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,232,349.00	\$836,412.00	\$2,068,761.00		
DESCRIPTION				
Effective 9/11/2024, this Contract is hereby increased by \$836,412.00 in support of the existing MDHHS use of the Google Cloud Platform (GCP) Services for the Bridges Scanning Index (BSI) for the period of 11/14/24-11/13/25.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 9/10/2024.				

**Program Managers**  
**for**  
**Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Jason Frost	517-636-6505	frostj@Michigan.gov
DTMB	Jason Frost	517-636-6505	FrostJ@michigan.gov



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
Department of Technology, Management, and Budget  
320 S. WALNUT ST., LANSING, MICHIGAN 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **3**  
to  
Contract Number **230000000200**

<b>CONTRACTOR</b>	Google LLC
	1600 Amphitheatre Parkway
	Mountain View, CA 94043
	Charlie Henderson
	734-619-4854
	hecharlie@google.com
	VC0001158

<b>STATE</b>	<b>Program Manager</b>	Jason Frost	DTMB
		517-636-6505	
		frostj@Michigan.gov	
	<b>Contract Administrator</b>	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY				
STATE INTEGRATED IAAS				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
December 6, 2022	December 6, 2027	5 - 1 Year		December 6, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,209,051.16	\$23,297.84		\$1,232,349.00	
DESCRIPTION				
Effective 12/1/2023, a one-time exception will occur opening the Infrastructure as a Service (IaaS) prequal program scope to consolidate current Google purchases under a single agreement. This will allow any Google purchase made before 12/1/2023 through other purchasing vehicles to be pulled under the existing IaaS contract.				
Additionally, the State is making a \$4,000,000.00 spending commitment over the following 24 months (Amendment 1) and adding 2 Apigee X Org Expansion Packs (\$23,297.84) for a total of 3 Packs (Amendment 2). The following Amendments 1 and 2 are hereby incorporated into the Contract.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 11/28/2023.				



QUOTE DATE: 11/13/23  
QUOTE EXP DATE: 12/13/23  
QUOTE NO: 38143082

## Change Order 3 Amendment No. 1 Google Cloud Platform Customer Business Agreement and Order Form

This Agreement is made between Google LLC., with offices at 1600 Amphitheatre Parkway Mountain View, CA 94043 ("Google") and Michigan Department of Technology, Management and Budget with offices at 530 W Allegan St, Lansing, MI 48933 ("Customer"), with Carahsoft Technology Corp serving as Google's Public Sector distributor ("Carahsoft"). Under this agreement, the Customer agrees to the following terms and conditions for purchasing Google Cloud Platform.

1. License Terms: The governing terms of this agreement are the State of Michigan IaaS contract 230000000200 made between Google LLC and the State of Michigan.
2. Definitions:
  - a. "Discount Period" means the period starting on the Implementation Date and continuing for 24 months during which Customer will receive the discounts provided under this Addendum, subject to the terms of this Addendum and the Agreement.
  - b. "Implementation Date" Upon execution of this Google Cloud Platform Customer Business Agreement and Order Form on or before December 1, 2023, the Implementation Date shall be no later than December 6, 2023.
  - c. "Other Eligible Services" means services (i) listed at <https://cloud.google.com/skus/other> as of the Addendum Effective Date or added to that website during the Commitment Period(s) (for new orders after a corresponding new service is added) and (ii) ordered via a signed order form directly from Google or a Google Affiliate. Amounts Customer pays Google (or a Google Affiliate) for Other Eligible Services that are billed during the applicable Commitment Period will count toward Customer's Minimum Commitment obligation. Customer's use of Other Eligible Services is subject to the applicable terms between Google (or a Google Affiliate) and Customer for those Other Eligible Services.
  - d. "SKU Group List" means the SKUs available at <https://cloud.google.com/skus/sku-groups>.
3. Invoicing and Payment Terms: The governing terms of this agreement are the State of Michigan IaaS contract 230000000200 made between Google LLC and the State of Michigan.
  - a. Usage and Invoicing: Customer will pay for all Fees based on: (a) Customer's use of the Services; (b) any Committed Purchases selected; and/or (c) any Package Purchases selected. As Google LLC's public sector distributor, Carahsoft will invoice Customer on a monthly basis for those Fees accrued at the end of each month.



- b. Invoicing and Payment. Invoices will be sent via email to the billing address provided on this agreement. If changes are necessary, an email notification must be sent to [accounting@carahsoft.com](mailto:accounting@carahsoft.com).
4. Delivery. The Services will not be made available until Carahsoft receives a complete and executed version of this agreement.
5. Pricing.

<b>Minimum Spending Commitment</b>	<p><b>GCP Minimum Spending Commitment</b> \$4,000,000.00 over 24 months</p> <p>\$4,000,000.00, starting on the implementation and continuing for 24 months</p> <p>Includes 20% Cumulative Discount off the then-current list price for the Enterprise Agreement SKU Group List</p> <p><i>Minimum Spending Commitment is the minimum amount, net of any credits, discounts, and Taxes, that Customer will pay for fees incurred during a corresponding Commitment Period for Google Cloud Platform Services and TSS (GCP Technical Support Services).</i></p>
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Learning Funds. Google will provide Customer with the following learning funds (“Learning Funds”), which may be redeemed at list prices during the period specified below for services provided through issuance of an Order Form under the Google Cloud Training Terms of Service at <https://cloud.google.com/terms/training-services>. Learning Funds will not count toward Customer’s Minimum Commitment. Learning Funds are subject to program rules described in the applicable data sheet for Learning Funds available at <http://g.co/cloudpsodatasheets>.

<u>Learning Funds</u>	<u>Period</u>	<u>Amount</u>
<u>Learning Fund 1</u>	<u>The first 12 months after the Addendum Effective Date</u>	<u>USD 50,000.00</u>

## 5. Additional Terms and Conditions





- Sustained Use Discounts will not apply to any of Customer's use of Google Cloud Services during the Discount Period(s).
- Minimum spending commitments:
  - "True-up fees" - If at the end of the commitment period Customer's spending falls short of the minimum spending commitment, Customer will pay to Carahsoft the difference between its commitment and its spend during the applicable period.
- "Google Cloud Marketplace Services" means the eligible third-party services and software made available for Partner to purchase from Google and Carahsoft for resale to Relevant Customer at <https://console.cloud.google.com/marketplace/>.
- Google Cloud Marketplace Services. Partner's access to and use of Google Cloud Marketplace Services for resale to Relevant Customer is subject to the applicable terms of service. Amounts Partner pays Carahsoft for fees incurred during the applicable Commitment Period for Relevant Customer's usage of Google Cloud Marketplace Services under the Subaccount will count toward up to one-half of Partner's corresponding Minimum Commitment obligation.
- Unless explicitly stated otherwise, (i) if more than one discount applies to the same SKU, only the discount providing the lowest price will apply, and (ii) percentage discounts are in addition to any applicable Committed Use Discount. Unless explicitly stated otherwise for an individual SKU or targeted product SKU group, discounts exclude the following: (1) Offerings where pricing is based on already-discounted spend, (2) Offerings with a large third-party, hardware, or professional service component, (3) Preemptible and Spot offerings with built-in discounting, (4) Pre-general availability offerings, and (5) Select Regions: Doha & Turin.
- Google may apply the discounts in this Addendum to new Services and SKUs provided by Google that correspond to the same categorization, in which case the corresponding discount will be reflected in the Admin Console and apply for the remainder of the Discount Period.



## Professional Services / Implementation Services Order Form

Date November 14, 2023	Customer	The State of Michigan
	Billing Agent	Carahsoft Technology Corporation
	Quote ID	41550318

**Order Form Term** Upon Execution this Order Form is effective on December 1, 2023 and will continue until all Services have been provided, subject to earlier termination or expiration in accordance with the Agreement.

**For Implementation Services.** This Order Form is entered into by Google LLC ("Google") and The State of Michigan ("Customer") and is issued under the Google Implementation Services Schedule to the State of Michigan IaaS contract 230000000200 made between Google LLC and the State of Michigan. (together, the "Agreement"). Terms defined in the Agreement apply to this Order Form.

Customer Details	Carahsoft Billing Details	Customer Type	Enterprise
Matt Weiss 320 S Walnut St Lansing, Michigan 48933 United States WeissM4@michigan.gov	Joel Herr Carahsoft Technology 11493 Sunset Hills Drive, Reston, Virginia, 20190 Suite 100 United States (571) 662-4220 joel.herr@carahsoft.com	Sales Rep	Charlie Henderson
		Order Type	New
		Google Reference No.	1024289

Services	Invoice Quantity Type	Est. Service Start Date	Est. Service End Date	Unit Cost	Discount	Line Total
Public Sector Strategic Cloud Advisor ANC-PROF-SVC-SCA	Post Pay 1	December 05, 2023	May 04, 2024	90,000.00	100.00 %	0.00

Details of the Service(s) are described in the attached Statement of Work and applicable datasheet(s) at <a href="https://g.co/cloudpsodatasheets">https://g.co/cloudpsodatasheets</a> - In the event of a conflict, the terms of this Order Form supersede the terms of the attached Statement of Work.	<b>TOTAL in USD (ex. Tax)</b>	<b>0.00</b>
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**Change Order 3 AMENDMENT No. 2**

This amendment ("Amendment") is entered into by **Google LLC ("Google")** and **Michigan Department of Technology, Management and Budget ("Customer")**, with **Carahsoft Technology Corp ("Carahsoft")** serving as Google's Public Sector distributor and amends the Google Cloud Platform Customer Business Agreement and Order Form #38143082 which was signed by the Customer 2023.

**AGREED TERMS**

**1. Definitions.** Capitalized terms used but not defined in this Amendment have the meaning given to them in the Agreement. In this Amendment:

"Agreement" means the Google Cloud Platform Customer Business Agreement and Order Form #38143082 in relation to the Subaccount(s) 0169E8-75574C-8CFF83 entered into between the parties.

**2. Amendments.**

A. Commit change:

- a. Included in this Amendment, the State of Michigan will be getting an additional Qty 2 "Apigee X Org Expansion Packs" (1 org + 5 environments per unit) for the duration of the current contract term. Google Product SKU number APGEXORGPACK15. With the addition of these 2 Apigee X Org Expansion Packs, the State of Michigan will have access to 3 Apigee X Org Expansion Packs for the duration of the contract term.
- b. Section 4 Minimum Spending Commitment table is deleted in its entirety and replaced with the following:

Commitment Period	Commitment Period Duration	Minimum Commitment
Commitment Period 1	The period starting on the Implementation Start Date 6/10/2023 with the 12 month Commitment Period concluding on 6/10/2024	USD \$232,349.00



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
Department of Technology, Management, and Budget  
320 S. WALNUT ST., LANSING, MICHIGAN 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **2**  
to  
Contract Number **230000000200**

<b>CONTRACTOR</b>	Google LLC
	1600 Amphitheatre Parkway
	Mountain View, CA 94043
	Charlie Henderson
	734-619-4854
	hecharlie@google.com
	VC0001158

<b>STATE</b>	<b>Program Manager</b>	Jason Frost	DTMB
		517-636-6505	
		frostj@Michigan.gov	
	<b>Contract Administrator</b>	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY				
STATE INTEGRATED IAAS				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
December 6, 2022	December 6, 2027	5 - 1 Year	December 6, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,000,000.00	\$209,051.16	\$1,209,051.16		
DESCRIPTION				
Effective 6/9/2023, this Contract is hereby increased by \$209,051.16. These funds will be utilized for 12 months of hosting for MiLogin within the Google Cloud.				
Funds were previously approved on the 12/6/2022 Ad Board.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.				



QUOTE DATE: 4/27/23  
QUOTE EXP DATE: 5/27/23  
QUOTE NO: 38143082

## Google Cloud Platform Customer Business Agreement and Order Form

This Agreement is made between Google LLC., with offices at 1600 Amphitheatre Parkway Mountain View, CA 94043 ("Google") and Michigan Department of Technology, Management and Budget with offices at 530 W Allegan St, Lansing, MI 48933 ("Customer"), with Carahsoft Technology Corp serving as Google's Public Sector distributor ("Carahsoft"). Under this agreement, the Customer agrees to the following terms and conditions for purchasing Google Cloud Platform.

1. License Terms: The governing terms of this agreement are the State of Michigan IaaS contract 230000000200 made between Google LLC and the State of Michigan.
2. Invoicing and Payment Terms: The governing terms of this agreement are the State of Michigan IaaS contract 230000000200 made between Google LLC and the State of Michigan.
  - a. Usage and Invoicing: Customer will pay for all Fees based on: (a) Customer's use of the Services; (b) any Committed Purchases selected; and/or (c) any Package Purchases selected. As Google LLC's public sector distributor, Carahsoft will invoice Customer on a monthly basis for those Fees accrued at the end of each month.
  - b. Invoicing and Payment. Invoices will be sent via email to the billing address provided on this agreement. If changes are necessary, an email notification must be sent to [accounting@carahsoft.com](mailto:accounting@carahsoft.com).
3. Delivery. The Services will not be made available until Carahsoft receives a complete and executed version of this agreement.
4. Pricing.

<b>Minimum Spending Commitment</b>	<b>GCP Minimum Spending Commitment</b> \$209,051.16 over 12 months \$209,051.16 over 12 months for Period 1 (Includes 8% Discount)
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## 5. Additional Terms and Conditions

- Sustained Use Discounts will not apply to any of Customer's use of Google Cloud Services during the Discount Period(s).
- Minimum spending commitments:
  - "True-up fees" - If at the end of the commitment period Customer's spending falls short of the minimum spending commitment, Customer will pay to Carahsoft the difference between its commitment and its spend during the applicable period.
- "Google Cloud Marketplace Services" means the eligible third-party services and software made available for Partner to purchase from Google and Carahsoft for resale to Relevant Customer at <https://console.cloud.google.com/marketplace/>.
- Google Cloud Marketplace Services. Partner's access to and use of Google Cloud Marketplace Services for resale to Relevant Customer is subject to the applicable terms of service. Amounts Partner pays Carahsoft for fees incurred during the applicable Commitment Period for Relevant Customer's usage of Google Cloud Marketplace Services under the Subaccount will count toward up to one-half of Partner's corresponding Minimum Commitment obligation.
- Post Discount Period. If Partner continues to use the Services under the Subaccount(s) after the Discount Period, Partner will automatically move to then-current list prices. Partner will continue to receive Partner Margin where applicable.

By signing this Order Form, the party represents and warrants that: (a) it has read and understands the Agreement that is incorporated by reference to this Order Form and agrees to be bound by the terms of the Agreement, and (b) it has full power and authority to accept the Agreement and this Order Form.



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
Department of Technology, Management, and Budget  
320 S. WALNUT ST., LANSING, MICHIGAN 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **1**  
to  
Contract Number **230000000200**

<b>CONTRACTOR</b>	Google LLC
	1600 Amphitheatre Parkway
	Mountain View, CA 94043
	Charlie Henderson
	734-619-4854
	hecharlie@google.com
	VC0001158

<b>STATE</b>	<b>Program Manager</b>	Jason Frost	DTMB
		517-636-6505	
		frostj@Michigan.gov	
	<b>Contract Administrator</b>	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY				
STATE INTEGRATED IAAS				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
December 6, 2022	December 6, 2027	5 - 1 Year		December 6, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 6, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$0.00	\$1,000,000.00		\$1,000,000.00	
DESCRIPTION				
Effective 5/26/2023, this Contract is hereby increased by \$1,000,000.00. These funds will be utilized on an as needed basis. This Change Notice does not guarantee the State will spend down all funds.				
Additionally, the following order is added to the Contract to allow the DTMB CTO's Office to set up test (sandbox) systems to facilitate agency use of the GCP Cloud.				
Funds were approved on the 12/6/2022 Ad Board.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.				



AGREEMENT NO:  
38255363

## Google Cloud Platform Customer Business Agreement and Order Form

This Agreement is made between Google LLC., with offices at 1600 Amphitheatre Parkway Mountain View, CA 94043 ("Google") and Michigan Department of Technology, Management and Budget with offices at 530 W Allegan St, Lansing, MI 48933 ("Customer"), with Carahsoft Technology Corp serving as Google's Public Sector distributor ("Carahsoft"). Under this agreement, the Customer agrees to the following terms and conditions for purchasing Google Cloud Platform.

1. License Terms: The governing terms of this agreement are the State of Michigan IaaS contract 230000000200 made between Google LLC and the State of Michigan.
2. Invoicing and Payment Terms: The governing terms of this agreement are the State of Michigan IaaS contract 230000000200 made between Google LLC and the State of Michigan.
  - a. Usage and Invoicing: Customer will pay for all Fees based on: (a) Customer's use of the Services; (b) any Committed Purchases selected; and/or (c) any Package Purchases selected. As Google LLC's public sector distributor, Carahsoft will invoice Customer on a monthly basis for those Fees accrued at the end of each month.
  - b. Invoicing and Payment. Invoices will be sent via email to the billing address provided on this agreement. If changes are necessary, an email notification must be sent to [accounting@carahsoft.com](mailto:accounting@carahsoft.com).
3. Delivery. The Services will not be made available until Carahsoft receives a complete executed version of this agreement.
4. Pricing.

<b>Subscription Agreement Price</b>	\$50,000 over 12 months \$4,166.67 per month over 12 months
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## Qualifying Workload

The following services may be used to implement the Project (defined below) during the Subscription Period:

- The Google Cloud Platform Pay-As-You-Go SKUs (excluding the SKUs listed below), subject to the Restrictions.

**“Project”** The intention of this Proof of Concept (PoC) “sandbox” environment is for DTMB’s testing of Google Cloud services, and evaluation of their utilization for the State of Michigan’s needs. It can not be used for any form of production development or partner-led PoC.

**“Restrictions”** means the following restrictions or assumptions applicable to the Project:

- Maximum of 25 concurrent vCPU's on GCE or other Compute Engine services
- Maximum of 15TB of Active storage on Google Cloud Storage, or financial equivalent
- Partner or dedicated interconnect utilization is prohibited.
- Utilization of any committed GCE or compute (1 year or 3 year) is prohibited in this environment.
- Utilization of flat-rate, reservation based or Slots BigQuery is prohibited.
- A maximum of 20 hours a week of training and testing time with the usage of Vertex AI
- Utilization of each GCP Pay-Go API is limited to 2500 calls per day.
- Maximum of 100 DocumentAI pages per month.
- Maximum of 100 documents stored within Document Warehouse
- Maximum management of 10 vCPUs on GCP using Anthos
- Usage for production workloads is prohibited
- Public facing environments are prohibited
- Partner-led Proof of Concepts or Pilot utilization of this environment is prohibited.
- Maximum utilization of this contract will be for \$100k of GCP Pay-Go list priced services. If this amount is exceeded Google reserves the right to renegotiate this contract.

The Qualifying SKUs **do not include**:

(i) any SKUs for:

- Apigee;
- Looker;



- Chronicle;
- Datafusion;
- Google Cloud VMware Engine;
- Cloud Security Command Center;
- BeyondCorp Enterprise;
- Google Workspace;
- Marketplace Offerings;
- ReCaptcha;
- Siemplify;
- GCP products that require separate subscriptions;
- Bare Metal;
- Cloud Spanner;
- Big Table;
- Contact Center AI Platform;
- Maps or Maps API services; and

(ii) any third party solutions used by the State of Michigan in connection with the Project “except to the extent that are specifically included above”.

## 5. Subscription Agreement Definitions

- A. "Customer Usage Environment" means the subaccount, domain, and/or customer organization ID associated with the Relevant Customer's usage of the Qualifying SKUs.
- B. "GCP Services" means: (1) Google Cloud Platform Pay-As-You-Go SKUs
  - a. "Google Cloud Platform Pay-As-You-Go SKUs" are the Google Cloud Platform SKUs listed at <https://cloud.google.com/skus>, excluding Google Cloud Platform Services or SKUs that require the acceptance of separate terms and conditions (e.g. Google Cloud Security Command Center)
- C. "Google Cloud SKU" means the SKUs associated with any product or service that Google Cloud makes available to customers.
- D. "Relevant Product Category" means the below Relevant Product Categories included in the GCP Subscription SKU
  - a. Google Cloud Platform Pay-As-You-Go SKUs
- E. "Implementation Date" means a Google-selected date that is no later than five business days after the Agreement Effective Date.
- F. Marketplace Offerings: means eligible software, service, or datasets provided by third party vendors on Google Cloud Marketplace (<https://console.cloud.google.com/marketplace/>) and made available for Customer to purchase, in each case excluding BYOL Products. For the avoidance of doubt, Google Products are not included in "Marketplace Offerings."
- G. "Permitted Units" means the specific SKUs, products or quantities of a Relevant Product Category that is included in the Subscription Fee. The Permitted Units are specified in the Qualifying Workload, if applicable to the Relevant Product Category
- H. "Qualifying SKUs" means the products, quantities or SKUs that are described in the Qualifying Workload
- I. "Qualifying Workload" means the project approved by Google for Customer to use the Qualifying SKUs.
- J. "Subscription Period" means the term starting on the Implementation Date and continuing for twelve (12) months.

## 6. Subscription Agreement Terms

- A. Customer will not allow any use under the Subaccount of:
  - (i) any Google Cloud SKU that is not a Qualifying SKU



- (ii) any Qualifying SKU for any purpose other than to implement the Qualifying Workload
  - (iii) any Qualifying SKU in violation of applicable restrictions specified in the Qualifying Workload (each, an "Unqualified Use"). Any Unqualified Use is not permitted under this Agreement and is subject to Sections C, D and E below.
- B. Marketplace Offerings. Marketplace Offerings are not included in the Qualifying SKUs or Subscription Fee. Any purchase or use of a Marketplace Offering under this Addendum will be deemed an Unqualified Use and is subject to Sections C, D and E below. In addition, Google may, in its sole discretion, unilaterally cancel any Marketplace order associated with the Subaccount.
- C. Google reserves the right to review usage associated with the Customer Usage Environment at any time for the Unqualified Use or non-compliance with the terms in this addendum. Google will notify the customer of any unqualified use ("Discrepancy").
- D. If Customer, within 15 days of receiving notice of the Discrepancy, does not conform the actual use of Google Cloud Services under the Customer Usage Environment according to this Agreement, then:
  - i. if, as a result of the Discrepancy, the fees charged by Carahsoft to Customer were lower than what would otherwise have been charged, Carahsoft will invoice Customer for, and Customer will pay, an amount equal to such deficiency in Fees based on Google's standard pricing; and
  - ii. if Customer: (a) requires the use of Google Cloud SKUs under the Customer Usage Environment other than Qualifying SKUs in order to implement the Qualifying Workload; or (b) requires an amendment to the scope of the Qualifying Workload, then the parties will, subject to Google's approval, amend or replace this Agreement to reflect Customer's requirements and the corresponding higher subscription fee(s) for the remainder of the Subscription Period.
- E. Any other Unqualified Use will be subject to additional Fees based on Google's standard pricing for the applicable SKU or product that is considered an Unqualified Use.
- F. Post Subscription Period. If Customer continues to use Google Cloud Platform Pay-As-You-Go SKUs under the Sub Account after the Subscription Period, Carahsoft will invoice Customer based upon list price of actual GCP usage, unless the parties enter into a new Agreement to reflect a new subscription before the end of the Subscription Period. For all other Relevant Product Categories, the services will terminate at the end of the final Subscription Period

By signing this Order Form, each party represents and warrants that: (a) it has read and understands the Agreement that is incorporated by reference to this Order Form and agrees to be bound by the terms of the Agreement, and (b) it has full power and authority to accept the Agreement and this Order Form.



**STATE OF MICHIGAN PROCUREMENT**  
Department of Technology, Management, and Budget  
Elliott-Larsen Building, 320 S Walnut St #6, Lansing, MI 48933

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **230000000200**  
between  
THE STATE OF MICHIGAN  
and

<b>CONTRACTOR</b>	Google LLC
	1600 Amphitheatre Parkway
	Mountain View, CA 94043
	Charlie Henderson
	734-619-4854
	hecharlie@google.com
	VC0001158

<b>STATE</b>	Program Manager	Jason Frost	DTMB
		517-636-6505	
		frostJ@michigan.gov	
	Contract Administrator	Matt Weiss	DTMB
		517-256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: State Integrated IaaS			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 6, 2022	December 6, 2027	5, 1 year	December 6, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		NA	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
NA			
MISCELLANEOUS INFORMATION			
NA			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$0.00

CONTRACT NO. 230000000200

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name & Title**

\_\_\_\_\_  
**Agency**

\_\_\_\_\_  
**Date**

## Google Cloud Master Agreement– Public Sector Direct

This Google Cloud Master Agreement is comprised of the Google Cloud Master Agreement General Terms (“General Terms”), and all Services Schedules and Order Forms that are incorporated by reference into the Google Cloud Master Agreement (collectively, the “Agreement”), and is entered into by Google LLC, with offices at 1600 Amphitheatre Parkway, Mountain View, CA 94043 (“Google”) and the State of Michigan, with offices at 320 S Walnut St #6, Lansing, MI 48933 (“Customer”).

This contract consists of the following documents. If there is a conflict among the documents that make up the Agreement, then the documents will control in the following order:

1. Addendum to Contractor terms for cloud and infrastructure as a service (IaaS) products
2. Google Cloud Master Agreement
3. Google Cloud Platform Services Schedule
4. Implementation Services Schedule

### Google Cloud Master Agreement General Terms

1. **Services.** The Customer is seeking to consume Services for the purpose of provision processing, storage, networks, and other fundamental computing resources where the State is able to deploy and run arbitrary software, which can include operating systems and applications. Google will provide the Services specified in an Order Form in accordance with the Agreement, including the SLAs, and Customer and its End Users may use the Services in accordance with the Services Schedule.

#### 2. **Customer Obligations.**

2.1 **Consents.** Customer is responsible for any consents and notices required to permit (a) Customer’s use and receipt of the Services and (b) Google’s accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement.

2.2 **Compliance.** Customer will (a) ensure that Customer and its End Users’ use of the Services complies with the Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized access or use of the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services of which Customer becomes aware.

2.3 Use Restrictions. Customer will not, and will not allow End Users to, (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) in a manner that breaches, or causes the breach of, Export Control Laws; or (v) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA.

### 3. Payment Terms.

3.1 Payment. Google will invoice Customer for the Fees. Customer will pay Google all invoiced amounts by the Payment Due Date. All payments are due in the currency described in the invoice. Wire transfer payments must include the bank information described in the invoice.

3.2 Taxes. Google will itemize any invoiced Taxes. Customer will pay invoiced Taxes unless Customer provides a valid tax exemption certificate or is an agency or department of a U.S. federal, state, or local government. Customer may withhold Taxes if Customer provides a valid receipt evidencing the taxes withheld.

3.3 Invoice Disputes. Customer may dispute invoiced Fees if Customer believes in good faith that Fees were inaccurately invoiced (an "Invoice Dispute"). Invoice Disputes must be submitted to [collections@google.com](mailto:collections@google.com) and identify all disputed amounts and the reasons for dispute. Google will review in good faith all Invoice Disputes, and will provide Customer an explanation of Fees due following such review (an "Invoice Dispute Report"). If an Invoice Dispute is submitted before the Payment Due Date, then notwithstanding Section 3.1 (Payment), (a) Customer must only pay the amounts not subject to the Invoice Dispute, and (b) unpaid Fees stated in an Invoice Dispute Report to be accurately invoiced are due within 30 days after delivery of such report. If an Invoice Dispute is submitted after the Payment Due Date and the Invoice Dispute Report states that Fees paid were incorrectly invoiced, then Google will issue a credit equal to the agreed amount.

### 3.4 Overdue Payments.

(a) If Customer's payment is overdue, then Google may (i) charge interest on overdue amounts at 1.5% per month (or the highest rate permitted by law, if less) from the Payment Due Date until paid in full, and (ii) Suspend the Services.

(b) Customer will reimburse Google for all reasonable expenses (including attorneys' fees) incurred by Google in collecting overdue payments except where such payments are due to Google's billing inaccuracies.

3.5 Purchase Orders. If Customer requires a purchase order number on its invoice, Customer will provide a purchase order number in the Order Form. If Customer does not provide a purchase order number, then (a) Google will invoice Customer without a purchase order number, and (b) Customer will pay invoices without a purchase order number referenced. Any terms on a purchase order are void.

3.6 RESERVED.

#### **4. Intellectual Property.**

4.1 Intellectual Property Rights. Except as expressly described in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data and Customer Applications, and Google retains all Intellectual Property Rights in the Services and Software.

4.2 Feedback. At its option, Customer may provide feedback and suggestions about the Services to Google ("Feedback"). If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.

#### **5. Confidentiality.**

5.1 Use and Disclosure of Confidential Information. The Recipient will only use the Disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the Disclosing Party's Confidential Information. Notwithstanding any other provision in the Agreement, the Recipient may disclose the Disclosing Party's Confidential Information (a) to its Delegates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 5 (Confidentiality); (b) with the Disclosing Party's written consent; or (c) as strictly necessary to comply with Legal Process, provided the Recipient promptly notifies the Disclosing Party prior to such disclosure unless the Recipient is legally prohibited from doing so. The Recipient will comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information. Google acknowledges that the Customer may be subject to and must comply with the Freedom of Information Act (FOIA) or similar Open Records/Sunshine law.



5.2 **Redirect Disclosure Request.** If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will first attempt to redirect the third party to request it from the Disclosing Party directly. To facilitate this request, the Recipient may provide the Disclosing Party's basic contact information to the third party.

6. **Marketing and Publicity.** Each party may use the other party's Brand Features in connection with the Agreement as permitted in the Agreement. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Customer and Google will work together on an announcement of Customer being a Google customer, which will take place on a mutually agreed upon date within 6 months of the Effective Date. Additionally, with prior written consent, the parties may engage in joint marketing activities such as customer testimonials, announcements, press engagements, public speaking events, and analyst interviews. A party may revoke the other party's right to use its Brand Features with 30 days' written notice. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

7. **Representations and Warranties.** Each party represents and warrants that it (a) has full power and authority to enter into the Agreement and (b) will comply with all laws and regulations applicable to its provision, receipt, or use of the Services, as applicable.

8. **Disclaimer.** Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, Google (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services.

9. **Indemnification.**

9.1 **Google Indemnification Obligations.** Google will defend Customer and its Affiliates participating under the Agreement ("Customer Indemnified Parties"), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Customer Indemnified Parties' use of Google Indemnified Materials infringes the third party's Intellectual Property Rights.

9.2 **Customer Indemnification Obligations.** Subject to applicable federal or state law, and without waiving sovereign immunity, Customer will defend Google and its Affiliates and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Indemnified Materials or (b) Customer's or an End User's use of the Services in breach of the AUP or the Use Restrictions. This

section will not apply if the Customer is prohibited from agreeing to any vendor indemnification requirement.

9.3 Indemnification Exclusions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the Google Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.

9.4 Indemnification Conditions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) are conditioned on the following:

(a) The indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 9.1 (Google Indemnification Obligations) or 9.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

(b) The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

9.5 Remedies.

(a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense, (i) procure the right for Customer to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If Google does not believe the remedies in Section 9.5(a) are commercially reasonable, then Google may Suspend or terminate the impacted Services. If Google terminates Services under this Section 9.5 (Remedies), then upon Customer request (i) Google will refund to Customer any unused prepaid Fees that Customer paid to Google for use of the terminated Services, and (ii) if Customer has made financial commitments in an Order Form or addendum to the Agreement, then

Google will agree to amend such commitments proportional to Customer's spend on the terminated Services in the year preceding the termination of the Services.

9.6 Sole Rights and Obligations. Without affecting either party's termination rights, this Section 9 (Indemnification) states the parties' sole and exclusive remedy under the Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 9 (Indemnification).

## **10. Liability.**

### **10.1 Limited Liabilities.**

(a) To the extent permitted by applicable law and subject to Section 10.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any

- (i) indirect, consequential, special, incidental, or punitive damages or
- (ii) lost revenues, profits, savings, or goodwill.

(b) Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid under the applicable Services Schedule during the 12 month period before the event giving rise to Liability.

10.2 Unlimited Liabilities. Nothing in the Agreement excludes or limits either party's Liability for:

- (a) death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;
- (b) its fraud or fraudulent misrepresentation;
- (c) its obligations under Section 9 (Indemnification);
- (d) its infringement of the other party's Intellectual Property Rights;
- (e) its payment obligations under the Agreement; or
- (f) matters for which liability cannot be excluded or limited under applicable law.

## **11. Term and Termination.**

11.1 Agreement Term. The Agreement is effective from the Effective Date until it is terminated in accordance with its terms (the "Term").

11.2 Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to the Agreement, Customer may terminate the Agreement or an Order Form for convenience with 30 days' prior written notice to Google.

11.3 Termination for Breach.

(a) Termination of an Order Form. Either party may terminate an Order Form if the other party is in material breach of the applicable Services Schedule and fails to cure that breach within 30 days after receipt of written notice.

(b) Termination of the Agreement. Either party may terminate the Agreement if the other party (i) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice, (ii) ceases its business operations, or (iii) becomes subject to insolvency proceedings and such proceedings are not dismissed within 90 days.

11.4 Effects of Termination. If the Agreement terminates, then all Services Schedules and Order Forms also terminate. If an Order Form terminates or expires, then after that Order Form's termination or expiration effective date, (a) all rights and access to the Services under that Order Form will terminate (including access to Customer Data, if applicable), unless otherwise described in the applicable Services Schedule, and (b) Google will send Customer a final invoice (if applicable) for payment obligations under that Order Form. Termination or expiration of one Order Form will not affect other Order Forms.

11.5 Survival. The following Sections will survive expiration or termination of the Agreement: Section 3 (Payment Terms), Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 8 (Disclaimer), Section 9 (Indemnification), Section 10 (Liability), Section 11.4 (Effects of Termination), Section 12 (Miscellaneous), Section 13 (Definitions), and any additional sections specified in the applicable Services Schedule.

## **12. Miscellaneous.**

12.1 Notices. Google will provide notices under the Agreement to Customer by sending an email to the Notification Email Address. Customer will provide notices under the Agreement to Google by sending an email to [legal-notices@google.com](mailto:legal-notices@google.com). Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

12.2 Emails. The parties may use emails to satisfy written approval and consent requirements under the Agreement.

12.3 RESERVED

12.4 RESERVED

12.5 Force Majeure. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

12.6 Subcontracting. Google may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

12.7 No Agency. The Agreement does not create any agency, partnership, or joint venture between the parties.

12.8 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.

12.9 Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

12.10 No Third-Party Beneficiaries. The Agreement does not confer any rights or benefits to any third party unless it expressly states that it does.

12.11 Equitable Relief. Nothing in the Agreement will limit either party's ability to seek equitable relief.

12.12 Governing Law.

- a. For State and City Government Entities. If the Customer is a city or state government entity, then the parties agree to remain silent regarding governing law and venue.
- b. For Federal Government Entities. If Customer is a federal government entity then the following applies: This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law: (i) the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable federal law; and (ii) FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

- c. For All other Entities. If Customer is any entity not set forth in Section 12.12 (a) or (b) then the following applies: This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

12.13 Amendments. Except as specifically described otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement, and be signed by both parties.

12.14 Independent Development. Nothing in the Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Agreement, provided that the party does not breach its obligations under the Agreement in doing so.

12.15 Entire Agreement. The Agreement states all terms agreed between the parties, and supersedes any prior or contemporaneous agreements between the parties relating to the subject matter of the Agreement. In entering into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly described in the Agreement. The Agreement includes URL links to other terms (including the URL Terms), which are incorporated by reference into the Agreement.

12.16 Conflicting Terms. As stated in the preamble, Mich Adden has the higher order of precedence. As it relates to Google terms, if there is a conflict among the documents that make up the Agreement, then the documents will control in the following order: the applicable Order Form, the applicable Services Schedule, the General Terms, and the URL Terms.

12.17 Conflicting Languages. If the Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will control.

12.18 Counterparts. The parties may execute the Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

12.19 Electronic Signatures. The parties consent to electronic signatures.

12.20 Headers. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

### **13. Definitions.**

“Affiliate” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

“AUP” means Google’s acceptable use policy as defined in the applicable Services Schedule.

“BAA” or “Business Associate Agreement” is an amendment to the Agreement covering the handling of Protected Health Information (as defined in HIPAA).

“Brand Features” means each party’s trade names, trademarks, logos, domain names, and other distinctive brand features.

“Confidential Information” means information that one party or its Affiliate (“Disclosing Party”) discloses to the other party (“Recipient”) under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer’s Confidential Information. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the recipient.

“Control” means control of greater than 50% of the voting rights or equity interests of a party.

“Customer Application” has the meaning described in the Services Schedule.

“Customer Data” has the meaning described in the Services Schedule (if applicable).

“Customer Indemnified Materials” has the meaning described in the applicable Services Schedule.

“Delegates” means the Recipient’s employees, Affiliates, agents, or professional advisors.

“Effective Date” means the date of the last party’s signature of the General Terms.

“End User” or “Customer End User” means an individual that Customer permits to use the Services or a Customer Application. For clarity, End Users may include employees of Customer Affiliates and other third parties.

“Export Control Laws” means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“ITAR”) maintained by the U.S. Department of State.

“Fees” means the product of the amount of Services used or ordered by Customer multiplied by the Prices, plus any applicable Taxes.

“Google Indemnified Materials” has the meaning described in the applicable Services Schedule.

“High Risk Activities” means activities where the use or failure of the Services would reasonably be expected to result in death, serious personal injury, or severe environmental or property damage (such as the creation or operation of weaponry).

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

“including” means including but not limited to.

“Indemnified Liabilities” means any (a) settlement amounts approved by the indemnifying party, and (b) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

“Intellectual Property” or “IP” means anything protectable by an Intellectual Property Right.

“Intellectual Property Right(s)” means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

“Legal Process” means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.

“Liability” means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

“Notification Email Address” has the meaning described in the applicable Services Schedule.

“Order Form” has the meaning described in the applicable Services Schedule.



“Order Term” means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with the Agreement.

“Payment Due Date” means 30 days from the invoice date.

“Prices” has the meaning described in the applicable Services Schedule. Unless described otherwise in the applicable Services Schedule, Prices do not include Taxes.

“Service Level Agreement” or “SLA” has the meaning described in the Services Schedule.

“Services” has the meaning described in the applicable Services Schedule.

“Services Schedule(s)” means a schedule to the Agreement with terms that apply only to the services and software (if applicable) described in that schedule.

“Services Start Date” means either the start date described in the Order Form or, if none is specified in the Order Form, the date Google makes the Services available to Customer.

“Software” has the meaning described in the Services Schedule (if applicable).

“Suspend” or “Suspension” means disabling access to or use of the Services or components of the Services.

“Taxes” means all government-imposed taxes, except for taxes based on Google’s net income, net worth, asset value, property value, or employment.

“Third-Party Legal Proceeding” means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

“Trademark Guidelines” means Google’s Brand Terms and Conditions described at <https://www.google.com/permissions/trademark/brand-terms.html>.

“URL” means a uniform resource locator address to a site on the internet.

“URL Terms” has the meaning described in the Services Schedule.

“Use Restrictions” means the restrictions in Section 2.3 (Use Restrictions) of these General Terms and any additional restrictions on the use of Services described in a section entitled “Additional Use Restrictions” in the applicable Services Schedule.

Signed by the parties’ authorized representatives on the dates below.

**Google**

By:

Print Name:

Title:

Date:

**Customer**

By:

Print Name:

Title:

Date:

## **Google Cloud Master Agreement**

### **Google Cloud Platform Services Schedule**

This Google Cloud Platform Services Schedule (the “Services Schedule”) supplements and is incorporated by reference into the Google Cloud Master Agreement. This Services Schedule applies solely to the services and software described in this Services Schedule and is effective for the Term of the Agreement. Terms defined in the General Terms apply to this Services Schedule.

#### **1. Using the Services.**

1.1 Admin Console. Google will provide Customer an Account to access the Admin Console through which Customer may manage its use of the Services. Customer is responsible for (a) maintaining the confidentiality and security of the Account and associated passwords and (b) any use of the Account.

1.2 Ceasing Services Use. Customer may stop using the Services at any time.

1.3 Additional Use Restrictions. Unless otherwise permitted in the GCP Service Specific Terms, Customer will not (a) use, and will not allow End Users to use, the Services to operate or enable any telecommunications service, or to place or receive calls from any public switched telephone network, including as part of a Customer Application; or (b) use the Services to provide a hosting, outsourced, or managed services solution to unaffiliated third parties, except as part of a Customer Application that provides value distinct from the Services.

#### **2. Data Processing and Security.**

2.1 Protection of Customer Data. Google will only access or use Customer Data to provide the Services and GCP Technical Support Services ordered by Customer and will not use it for any other Google products, services, or advertising. Google has implemented and will maintain administrative, physical, and technical safeguards to protect Customer Data, as further described in the Data Processing and Security Terms.

2.2 Data Processing and Security Terms. The Data Processing and Security Terms are incorporated by reference into this Services Schedule.

#### **3. Additional Payment Terms.**

3.1 Usage and Invoicing. Customer will pay all Fees for the Services and GCP Technical Support Services. Google’s measurement tools will be used to determine

Customer's usage of the Services. Each invoice will include data in sufficient detail to allow Customer to validate the Services purchased and associated Fees.

3.2 Price Revisions. Google may modify the Prices at any time unless otherwise expressly agreed in an addendum or Order Form to this Services Schedule. Google will notify Customer at least 30 days in advance of any Price increases.

3.3 Suspension for Overdue Payment. If authorized by applicable law, Google may Suspend the Services under General Terms Section 3.4(a) (Overdue Payments) only if Customer's payment is overdue for more than 14 days after the Payment Due Date. Google will notify Customer at least 7 days before suspension.

#### **4. Updates to Services and Terms.**

##### **4.1 Changes to Services.**

(a) Limitations on Changes. Google may update the Services, provided the updates do not result in a material reduction of the functionality, performance, availability, or security of the Services.

(b) Discontinuance. Google will notify Customer at least 12 months before discontinuing any Service (or associated material functionality), and at least 36 months for any Key Service (or associated material functionality), in each case unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality.

(c) Support. Google will continue to provide product and security updates, and GCP Technical Support Services, until the conclusion of the applicable notice period under subsection (b) (Discontinuance).

(d) Backwards Incompatible Changes. Google will notify Customer at least 12 months before significantly modifying a Customer-facing Google API in a backwards-incompatible manner.

4.2 Changes to Terms. Google may update the URL Terms, provided the updates do not (a) result in a material degradation of the overall security of the Services, (b) expand the scope of or remove any restrictions on Google's processing of Customer Data as described in the Data Processing and Security Terms, or (c) have a material adverse impact on Customer's rights under the URL Terms. Google will notify Customer of any material updates to URL Terms.

4.3 Permitted Changes. Sections 4.1 (Changes to Services) and 4.2 (Changes to Terms) do not limit Google's ability to make changes required to comply with applicable law or address a material security risk, or that are applicable to new or pre-general availability Services, offerings, or functionality.

**5. Temporary Suspension.**

5.1 Services Suspension. Google may Suspend Services if (a) necessary to comply with law or protect the Services or Google's infrastructure supporting the Services or (b) Customer or any End User's use of the Services does not comply with the AUP, and it is not cured following notice from Google.

5.2 Limitations on Services Suspensions. If Google Suspends Services under Section 5.1 (Services Suspension), then (a) Google will provide Customer notice of the cause for Suspension without undue delay, to the extent legally permitted, and (b) the Suspension will be to the minimum extent and for the shortest duration required to resolve the cause for Suspension.

**6. Technical Support.** Google will provide GCP Technical Support Services to Customer during the Order Term in accordance with the GCP Technical Support Services Guidelines. Customer is responsible for the technical support of its Customer Applications and Projects.

**7. Copyright.** Google provides information to help copyright holders manage their intellectual property online, but Google cannot determine whether something is being used legally without input from the copyright holders. Google will respond to notices of alleged copyright infringement and may terminate repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act. If Customer believes a person or entity is infringing Customer's or its End User's copyrights and would like to notify Google, Customer can find information about submitting notices, and Google's policy about responding to notices, at <http://www.google.com/dmca.html>.

**8. Software.**

8.1 Provision of Software. Google may make Software available to Customer, including third-party software. Customer's use of any Software is subject to the applicable provisions in the Service Specific Terms.

8.2 Ceasing Software Use. If the Agreement or the Google Cloud Platform Order Form terminates or expires, then Customer will stop using the Software.

9. **Benchmarking.** Customer may conduct benchmark tests of the Services (each a “Test”). Customer may only publicly disclose the results of such Tests if it (a) obtains Google’s prior written consent, (b) provides Google all necessary information to replicate the Tests, and (c) allows Google to conduct benchmark tests of Customer’s publicly available products or services and publicly disclose the results of such tests.

10. **Survival.** The following Sections of this Services Schedule will survive expiration or termination of this Services Schedule: Section 9 (Benchmarking) and Section 12 (Additional Definitions).

11. **Termination of Previous Agreements.** If Google and Customer have previously entered into a Google Cloud Platform License Agreement, then that agreement will terminate on the Services Start Date, and the Agreement will govern the provision and use of the Services going forward.

12. **Additional Definitions.**

“Account” means Customer’s Google Cloud Platform account.

“Admin Console” means the online console(s) and tool(s) provided by Google to Customer for administering the Services.

“AUP” means the then-current acceptable use policy for the Services described at <https://cloud.google.com/terms/aup>.

“Customer Application” means a software program that Customer creates or hosts using the Services.

“Customer Data” means data provided to Google by Customer or End Users through the Services under the Account, and data that Customer or End Users derive from that data through their use of the Services.

“Customer Indemnified Materials” means Customer Data, Customer Brand Features, Customer Applications, and Projects.

“Data Processing and Security Terms” means the then-current terms describing data processing and security obligations with respect to Customer Data, as described at <https://cloud.google.com/terms/data-processing-terms>.

“GCP Service Specific Terms” means the then-current terms specific to one or more Services or Software described at <https://cloud.google.com/cloud/terms/service-terms>.

“GCP Technical Support Services” or “TSS” means the then-current technical support service provided by Google to Customer under the GCP Technical Support Services Guidelines.

“GCP Technical Support Services Guidelines” or “TSS Guidelines” means the then-current Google Cloud Platform support service guidelines described at <https://cloud.google.com/terms/tssg/>.

“Google API” means any application programming interface provided by Google as part of the Services.

“Google Indemnified Materials” means Google’s technology used to provide the Services and Google’s Brand Features.

“Key Services” means the then-current list of Services described at <https://cloud.google.com/terms/key-services>. Google may not remove a Service from this URL unless that Service is discontinued in accordance with Section 4.1(b) (Discontinuance).

“Notification Email Address” means the email address(es) designated by Customer in the Admin Console.

“Order Form” means an order form issued by Google and executed by Customer and Google specifying the Services Google will provide to Customer under this Services Schedule.

“Prices” means the then-current applicable prices for the Services described at <https://cloud.google.com/skus/> unless otherwise agreed in an Order Form or amendment to this Services Schedule.

“Project” means a collection of Google Cloud Platform resources configured by Customer via the Services.

“Services” means the then-current services described at <https://cloud.google.com/terms/services>.

“SLA” means the then-current service level agreements described at <https://cloud.google.com/terms/sla/>.

“Software” means any downloadable tools, software development kits, or other such computer software provided by Google for use in connection with the Services, and any updates Google may make to such Software from time to time.

“URL Terms” means the AUP, Data Processing and Security Terms, GCP Service Specific Terms, GCP Technical Support Services Guidelines, and SLAs.

Signed by the parties' authorized representatives on the dates below.



## **Google Cloud Master Agreement Implementation Services Schedule**

This Implementation Services Schedule (the “Services Schedule”) supplements and is incorporated by reference into the Google Cloud Master Agreement. This Services Schedule applies to implementation and advisory services described in this Services Schedule that are designed to help Customer use Google products and services. Terms defined in the General Terms apply to this Services Schedule.

### **1. Services.**

1.1 Provision of Services. Google will provide Services, including Deliverables, to Customer, subject to Customer fulfilling its obligations under Section 2.1 (Cooperation).

1.2 Training Services. Customer may order Training Services for use in connection with the Services. Training Services are subject to the Training Terms.

1.3 Invoices and Payment. Customer will pay all Fees for Services ordered under this Services Schedule. Fees for some Services may be non-cancellable, as specified in the Order Form.

1.4 Personnel. Google will determine which Personnel will perform the Services. If Customer requests a change of Personnel and provides a reasonable and legal basis for such request, then Google will use commercially reasonable efforts to replace the assigned Personnel with alternative Personnel.

1.5 Compliance with Customer's Onsite Policies and Procedures. Google Personnel performing Services at Customer's facilities will comply with Customer's reasonable onsite policies and procedures made known to Google in writing in advance.

### **2. Customer Obligations.**

2.1 Cooperation. Customer will provide reasonable and timely cooperation in connection with Google's provision of the Services. Google will not be liable for a delay caused by Customer's failure to provide Google with the information, materials, consents, or access to Customer facilities, networks, or systems required for Google to perform the Services. If Google informs Customer of such failure and Customer does not cure the failure within 30 days, then (a) Google may terminate any incomplete Services and (b) in addition to Fees in Section 6(b) (Effect on Payment), Customer will pay actual costs incurred by Google for the cancelled Services.

2.2 No Personal Data. Customer acknowledges that Google does not need to process Personal Data to perform the Services. Customer will not provide Google with access to Personal Data unless the parties have agreed in a separate agreement on the scope of work and any terms applicable to Google's processing of such Personal Data.

### **3. Intellectual Property.**

3.1 Background IP. Customer owns all rights, title, and interest in Customer's Background IP. Google owns all rights, title, and interest in Google's Background IP. Customer grants Google a license to use Customer's Background IP to perform the Services (with a right to sublicense to Google Affiliates and subcontractors). Except for the license rights under Sections 3.2 (Google Technology) and 3.3 (Deliverables), neither party will acquire any right, title, or interest in the other party's Background IP under this Services Schedule.

3.2 Google Technology. Google owns all rights, title, and interest in Google Technology. To the extent Google Technology is incorporated into Deliverables, Google grants Customer a limited, worldwide, non-exclusive, perpetual, non-transferable license (with the right to sublicense to Affiliates) to use the Google Technology in connection with the Deliverables for Customer's internal business purposes. This Services Schedule does not grant Customer any right to use materials, products, or services that are made available to Google customers under a separate agreement, license, or Services Schedule.

3.3 Deliverables. Google grants Customer a limited, worldwide, non-exclusive, perpetual, fully-paid, non-transferable license (with the right to sublicense to Affiliates) to use, reproduce, and modify the Deliverables for Customer's internal business purposes.

### **4. Warranties and Remedies.**

4.1 Google Warranty. Google will perform the Services in a professional and workmanlike manner, in accordance with practices used by other service providers performing services similar to the Services. Google will use Personnel with requisite skills, experience, and qualifications to perform the Services.

4.2 Remedies. Google's entire liability and Customer's sole remedy for Google's failure to provide Services that conform with Section 4.1 (Google Warranty) will be for Google to, at its option, (a) use commercially reasonable efforts to re-perform the Services or (b) terminate the Order Form and refund any applicable Fees received for the nonconforming Services. Any claim that Google has breached the warranty as described in Section 4.1 (Google Warranty) must be made within 30 days after Google has performed the Services.

**5. Indemnification.**

5.1 Indemnification Exclusions. General Terms Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) modifications to the Google Indemnified Materials or Customer Indemnified Materials (as applicable) by anyone other than the indemnifying party or (b) compliance with the indemnified party's instructions, design, or request for customized features.

5.2 Infringement Remedies. The remedies described in General Terms Section 9.5 (Remedies) also apply to Deliverables.

**6. Effects of Termination.** If this Services Schedule or an Order Form under this Services Schedule expires or terminates, then:

(a) Effect on Services. The rights under the Agreement granted by one party to the other regarding the Services will cease immediately except as described in this Section 6 (Effects of Termination), and Google will stop work on the Services.

(b) Effect on Payment. Customer will pay for (i) Services, including work-in-progress, performed before the effective date of termination or expiration and (ii) any remaining non-cancellable Fees. Google will send Customer a final invoice for payment obligations under the Order Form.

(c) Survival. The following Sections of this Schedule will survive expiration or termination of this Services Schedule: 3 (Intellectual Property), 5 (Indemnification), 6 (Effects of Termination), and 9 (Additional Definitions).

**7. Insurance.** During the term of the Agreement, each party will maintain, at its own expense, appropriate insurance coverage applicable to performance of the party's respective obligations under the Agreement, including general commercial liability, workers' compensation, automobile liability, and professional liability.

**8. Termination of Previous Agreements.** If Google and Customer have previously entered into an agreement for Google to perform similar implementation services (including a Professional Services Agreement), then that agreement will terminate on the date of the last party's signature effectuating this Services Schedule, and the Agreement will govern the provision and use of the Services going forward.

**9. Additional Definitions.**

“Background IP” means all Intellectual Property Rights owned or licensed by a party (a) before the effective date of the applicable Order Form or (b) independent of the Services.

“Customer Indemnified Materials” means (a) Customer Background IP and any other information, materials, or technology provided to Google by Customer in connection with the Services (in each case, excluding any open source software) and (b) Customer’s Brand Features. Customer Indemnified Materials do not include Google Technology or Deliverables.

“Deliverables” means work product created specifically for Customer by Google Personnel as part of the Services and specified as Deliverables in an Order Form.

“Google Indemnified Materials” means (a) Deliverables and Google Technology (in each case, excluding any open source software) or (b) Google’s Brand Features. Google Indemnified Materials do not include Customer Background IP.

“Google Technology” means (a) Google Background IP; (b) all Intellectual Property and know-how applicable to Google products and services; and (c) tools, code, algorithms, modules, materials, documentation, reports, and technology developed in connection with the Services that have general application to Google’s other customers, including derivatives of and improvements to Google’s Background IP. Google Technology does not include Customer Background IP or Customer Confidential Information.

“Notification Email Address” means the email address(es) designated by Customer in the applicable Order Form.

“Order Form” means an order form or other document issued by Google under the Agreement, including data sheets associated with Services described in the order form, and executed by Customer and Google specifying the Services Google will provide to Customer.

“Personal Data” means personal data that (a) has the meaning given to it (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“EU GDPR”) or (ii) the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, if in force (“UK GDPR”), as applicable; and (b) would cause Google to be subject to the EU GDPR or the UK GDPR (as applicable) as a data processor for Customer.

“Personnel” means a party’s and its Affiliates’ respective directors, officers, employees, agents, and subcontractors.

“Prices” means the amounts agreed to in an Order Form under this Services Schedule.

“Services” means the then-current advisory and implementation services described at <https://g.co/cloudpsoterm>s and similar advisory or implementation services designed to help Customer use Google products and services. Services do not include Training Services.

“Training Services” means education and certification services related to Google products and services for individual users, as more fully described in an applicable Order Form. Training Services do not include Deliverables.

“Training Terms” means the then-current terms applicable to Training Services described at <https://enterprise.google.com/terms/training-services.html>.

Signed by the parties’ authorized representatives on the dates below.

# STATE OF MICHIGAN

## ADDENDUM TO CONTRACTOR TERMS FOR CLOUD AND INFRASTRUCTURE AS A SERVICE (IAAS) PRODUCTS

This Addendum together with its Schedules, Exhibits and any other applicable attachments is hereby incorporated by reference into and made part of the Google Master Agreement Public Sector Direct (Collectively this "Contract") between the State of Michigan (the "**State**" or "**Customer**") and Google ("**Contractor**"), a California LIMITED LIABILITY COMPANY. This Addendum is effective on December 6, 2022 ("**Effective Date**"), and unless terminated, will expire on December 6, 2027 (the "**Term**").

This Contract may be renewed for up to five (5) additional one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via a written modification to the Contract ("**Contract Change Notice**").

**The terms and conditions of this Addendum (including all Schedules, Exhibits and attachments hereto) shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of any other document that relates to the purchase of Contractor's products and services that form the contractual relationship between the parties, including but not limited to any master agreement to which the Addendum applies or any agreement, schedule, or other attachment referenced by link or otherwise provided on Contractor's website.**

1. Notwithstanding anything to the contrary in Contractor's terms to which this Addendum is attached/incorporated or on Contractor's website(s) related to the purchased products, the following terms and conditions apply with respect to the State:

1.1 Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other State of Michigan government agency. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

1.2 Subcontracting. Contractor will be responsible and liable for the acts and omissions of each subcontractor (including such subcontractor's employees) to the same extent as if such acts or omissions were by Contractor or its employees. Contractor is responsible for all fees and expenses payable to, by or on behalf of each subcontractor in connection with this Contract. Contractor must provide the State with a list of subcontractors and their locations that is accessible for review by the State.

1.3 Payment. The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. Undisputed invoices will be due and payable by the State, in accordance with the State's Prompt Payment Act as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if the Services purchased are for the State's exclusive use. The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. Contractor shall not withhold any Services or fail to perform any obligation hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section**. The State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed. Any undisputed amounts not paid by the State when due for Contract Activities received may be assessed overdue

account charges up to a maximum rate of 0.75% per month on the outstanding balance pursuant to 1984 PA 279, MCL 17.51, *et seq.* For purposes of this Section 1.3, "Contractor" shall mean Contractor's public sector distributor, Carahsoft Technology Corporation.

1.4 Termination for Public Interest. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates the Contract for the Public Interest, the State will not be responsible for any early termination fees, acceleration clauses, minimum purchase amounts, or any other requirement on the State to expend additional funds beyond those undisputed amounts already due and payable to Contractor to the extent that funds explicitly appropriated for that purpose are available. The foregoing does not apply to the extent the State makes a firm commitment in an Order Form, unless the commitment made in the Order Form is terminated for non-appropriation or negative appropriation. The decision to make a commitment is at the State's sole discretion.

1.5 Transition Responsibilities.

i) End of Contract.

(1) Upon termination or expiration of this Contract, for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees, provided that: (i) Customer requests a Transition Period in writing before the relevant termination or expiration date; and (ii) Customer is only entitled to one Transition Period. Such transition assistance may include but is not limited to:

- (a) continuing to perform the Services at the established Contract rates;
- (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee;
- (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, and comply with the terms of this Addendum regarding the destruction of Customer Data at the conclusion of the Transition Period; and make available an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**").

(2) Transition Assistance Upon Termination or Expiration of the Contract, during the Transition Period, Customer may make a written request for advisory and implementation services from Contractor to assist in migrating workloads and applications or otherwise transitioning Customer's use of the Services ("Transition Assistance"). Contractor will provide Transition Assistance to Customer subject to the Implementation Services Schedule or such other agreement between Contractor and Customer under which Contractor agrees to provide advisory and implementation services to Customer. These terms will describe the scope of the Transition Assistance and any applicable fees.

ii) Workload transfers

(1) Upon the State's decision to transfer workloads to another provider, Contractor shall provide resources in the form of public documentation. Additional advisory and implementation services are available at a price to be mutually agreed.

1.6 Indemnification Procedure. Pursuant to MCL 14.28 and MCL 14.29, any litigation activity on behalf of the State or any of its subdivisions must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General

1.7 The State is constitutionally prohibited from indemnifying Contractor or any third parties.

1.8 The State's Disclaimer of Damages. NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

1.9 Limitation of Liability. EXCEPT AS PROVIDED IN SECTION 1.10, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED FEES PAID BY THE STATE TO CONTRACTOR FOR THE RELEVANT PRODUCT DURING THE TWELVE (12) MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE LIABILITY.

1.10 Enhanced Cap for Data Protection: Notwithstanding Sections 1.8 and 1.9, Contractor's total aggregate Liability for damages arising out of Contractor's breach of confidentiality obligations, including failure to take reasonable care to protect Customer Data is limited to the greater of: (i) three times the aggregate Fees Customer paid under the applicable Services Schedule during the 12 month period before the event giving rise to Liability, or (ii) \$25 million.

1.11 The State is statutorily obligated to comply with the Michigan Freedom of Information Act, MCL 15.231 *et seq.* (FOIA). The State will not be liable for any breach of any conflicting requirements found in this Contract, any Contractor websites, portals, ordering documents, or any other representations when acting in compliance with the FOIA.

1.12 Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract.

1.13 Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services from other sources.

1.14 The State will not be bound by any terms requiring indemnification by the State to third- parties; consent to arbitration; provisions regarding audits; provisions regarding remote access to State systems; agreeing to be bound by the laws of another state; or to waive any claims or defenses, including governmental or sovereign immunity contained in any of the product-specific end user license agreements (EULA(s)) or any other documents, policies, or terms located in links referenced herein.

**2. Contractor Requirements.** Notwithstanding anything to the contrary in in this Contract, any Contractor websites, portals, ordering documents, or any other representations, Contractor agrees that:

2.1 Contractor Use of Customer Data. Contractor is provided a limited license to Customer Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Customer Data only to the extent necessary in the provision of the Services. This license expires at the expiration or termination of the Contract. Contractor must:



(a) keep and maintain Customer Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss;

(b) use and disclose Customer Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law;

(c) if so directed by the State through the Admin Console, keep and maintain Customer Data in the continental United States and

(d) not use, sell, rent, transfer, distribute, commercially exploit, or otherwise disclose or make available Customer Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. Contractor's misuse of Customer Data may violate state or federal laws, including but not limited to MCL 752.795.

**2.2 Legal Process.** If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will: (a) promptly notify the Disclosing Party prior to such disclosure unless the Recipient is legally prohibited from doing so; (b) attempt to redirect the third party to request it from the Disclosing Party directly; (c) comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information, provided however, that the State will disclose information in accordance with the Michigan Freedom of Information Act, MCL 15.231; and (d) use commercially reasonable efforts to object to, or limit or modify, any Legal Process that the Recipient reasonably determines is overbroad, disproportionate, incompatible with applicable law, or otherwise unlawful. To facilitate the request in (b), the Recipient may provide the Disclosing Party's basic contact information to the third party.

"Legal Process" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.

**2.3** Contractor agrees that, if the State determines that State or federal rules or regulations require the appendage of specific contractual language in contracts related to specific types of data, including by not limited CJIS and IRS/FTI data, Contractor will append such required contractual language, as mutually agreed by the parties, to this Contract. In the event the Contractor, in its sole discretion, determines that it cannot comply with the required contractual language, the workloads shall not be part of the scope. Contractor understands that failure to append such required contractual language may subject the State to negative audit findings, and as such failure to append such required contractual language may result in an indemnification request from the State. Further, failure to append such required contractual language shall be deemed a material breach of this Contract by Contractor.

**2.4 Loss or Compromise of Data.** If Contractor fails to comply with its security and privacy terms, as set forth in this Contract or on any associated Contractor websites, portals, ordering documents, or any other representations, and such failure compromises or is reasonably suspected to compromise the security, confidentiality, integrity, or availability of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of Customer Data, Contractor must, as applicable:

(a) unless otherwise required for compliance with federal regulatory requirements, notify the State as soon as practicable but no later than forty-eight (48) hours of becoming aware of such occurrence;

(b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise reasonably required by the State;

(c) in the case of PII or PHI, reimburse the State for any reasonable costs in notifying the affected individuals, subject to the Enhanced Cap for Data Protection in Section 1.10;

(d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals, subject to the Enhanced Cap for Data Protection in Section 1.10;

(e) perform or take any other actions required to comply with applicable law as a result of the occurrence;

(f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution subject to the Enhanced Cap for Data Protection in Section 1.10;

(g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence subject to the Enhanced Cap for Data Protection in Section 1.10;

(h) to the extent that Customer has chosen a product that provides for the backup of Customer Data, upon notification by the State through the Admin Console, be responsible for recreating lost Customer Data in the manner and on the schedule set by the State without charge to the State; and

(i) Contractor will notify Customer of a Data Incident in accordance with the process and timelines set out in the Data Processing and Security Terms. Notification(s) of any Data Incident(s) will be delivered to the Notification Email Address.

(j) In following the Data Incident notification procedure set out in the Data Processing and Security Terms, Contractor will, to the extent it has such information, provide Customer with details of the Data Incident relating to such Customer including (i) the dates of the Data Incident; (ii) a description of the Customer resources impacted; (iii) the root cause of the Data Incident; and (iv) steps Contractor has taken to mitigate the potential risks and steps Contractor recommends Customer take to address the Data Incident.

(k) The parties agree that any damages relating to a breach of Contractor's obligations related to security and privacy are to be considered direct damages and not consequential damages.

(l) This Section, and any other section where enforcement after the term of the Contract may reasonably be necessary, survives termination or expiration of this Contract.

2.5 at all times in connection with its actual or required provision of services as purchased by the State pursuant to this Contract, Contractor will maintain and enforce an information security and privacy programs, including safety and physical and technical security policies and procedures with respect to its processing of the Customer Data, as set forth in any Contractor websites, portals, ordering documents, or any other representations;

(a) **Data Privacy and Information Security.** Throughout the Term and at all times in connection with its actual or required performance of the contract activities, Contractor will maintain and enforce an information security program that complies with the requirements of the State's data security policies as set forth in the attached **Schedule A – Data Security Schedule**.

(i) Prior to the State procuring Contractor's Products and Services, Contractor will make available to the State with Product-specific and/or Service-specific documentation, including data privacy and/or security sheets. Contractor will comply with all Product-specific and/or Service-specific documentation, and any changes must not result in a material degradation of the overall security of the Services. Moreover, Contractor shall: a) keep Customer Data secure pursuant to the terms of the attached **Schedule A Data Security Schedule**; b) keep

such data confidential and only share such data with Hosting Providers approved by the State or third parties engaged by Contractor that are identified in the Contractor's product-specific and/or service-specific documentation ("sub-processors") who must have agreed contractually with Contractor to confidentiality, applicable law and other requirements that are consistent with Contractor's obligations to the State under this Contract.

(b) Third Party Components. Throughout the Term, Contractor will make available updated information identifying and describing any third party and Open-Source Components included in the Contractor's Products and Services.

(c) Data Storage, Backup, Restoration and Disaster Recovery. at all times in connection with its actual or required provision of services as purchased by the State pursuant to this Contract, Contractor will comply with all data storage, backup, restoration, and disaster recovery requirements with respect to its storage, backup, and processing of Customer Data, as set forth in any Contractor websites, portals, ordering documents, or any other representations.

2.6 Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.

2.7 All written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's bid response, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

2.8 Contractor represents and warrants to the State that:

(a) Contractor must implement tools and measures designed to prevent the introduction of any viruses, worms, spyware, traps, protecting codes, trap door devices, or any other similar devices or mechanisms into the Services that would cause the Services to provide improper access to Customer Data or disclose Customer Data to unauthorized third parties.

(b) Updates to Services shall be subject to the restrictions set forth in Section 4 of the Contractor Cloud Platform Services Schedule. .

(c) Contractor will not advertise through the Cloud Software (whether with adware, banners, buttons or other forms of online advertising) or link to external web sites that are not approved in writing by the State;

2.9 Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that provides Services and Deliverables in connection with this Contract.

2.10 Contractor, its subcontractors, and their respective Representatives must comply with all laws in connection with this Contract.

2.11 Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and Executive Directive [2019-09](#), Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive [2019-09](#)), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Contract.

2.12 Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

2.13 This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

2.14 **Accessibility Requirements.**

(a) Contractor VPATs currently document conformance with WCAG 2.0 A and AA. Contractor's approach is for additional product VPATs to document conformance with WCAG 2.0 A and AA and then proceed to document conformance with WCAG 2.1 Levels A and Levels AA. Contractor agrees to cooperate with the State of Michigan (including the completion of the State's standards review) should there be any questions about Contractor's ability to meet the standards listed above.

(b) If Contractor provides web-based content or any other digital technologies as part of its Services and/or Deliverables, for websites, mobile applications, technology platforms, emails, text messaging, chat functions, videos or other technologies, then Contractor shall ensure that all such web-based content and other digital technologies of any kind delivered pursuant to this Agreement comply with at least the World Wide Web Consortium's Web Content Accessibility Guidelines 2.0 and 2.1, Level AA, and any applicable updates at Level AA.

2.15 Insurance. Contractor will maintain the insurance required in the attached **Schedule B**.

**3. Additional Terms.** Notwithstanding anything to the contrary found on any Contractor websites, portals, ordering documents, or any other representations, the parties agree that:

3.1 Further Assurances. Each party will, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Contract.

3.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for nor bind the other party in any manner whatsoever.

3.3 No Third-party Beneficiaries. This Contract is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

3.4 Modification. This Contract may be modified only by a written document executed by the parties hereto.

3.5 **Administrative Fee and Reporting**. Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card:

State of MI Admin Fees: <https://www.thepayplace.com/mi/dtmb/adminfee>

State of Mi MiDEAL Fees: <https://www.thepayplace.com/mi/dtmb/midealfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to [MiDeal@michigan.gov](mailto:MiDeal@michigan.gov).

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

**3.6 Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal).

(a) Upon written agreement between the State and Contractor, this contract may also be extended to:  
(a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

(b) If extended, Contractor must supply all Services and Deliverables at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

(c) Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

**3.7 Force Majeure.** Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war. No Force Majeure event modifies or excuses Contractor's obligations under Section 2.4 or any disaster recovery, data backup or restoration, data retention, or security requirements under the Contract.

## SCHEDULE A – Data Security Schedule

**1. Definitions.** For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Schedule** shall have the respective meanings given to them in the Contract.

**“Contractor Security Officer”** has the meaning set forth in **Section 2** of this Schedule.

**“Customer Data”** means data provided to or through Contractor by Customer or End Users through the Services under the Account, and data that Customer or End Users derive from that data through their use of the Services. Customer Data also includes data collected, stored, processed, generated or output by any device, system or network by or on behalf of the Customer or End User, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Hosted Services.

**“FedRAMP”** means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

**“FISMA”** means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014.)).

**“Harmful Code”** means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, encrypt, modify, copy, or otherwise harm or impede in any manner, any (i) computer, software, firmware, data, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

**“Hosting Provider”** means Contractor and any Subprocessor that is providing any or all of the Hosted Services under this Contract.

**“Hosted Services”** means the then-current services described at <https://cloud.google.com/terms/services>.

**“NIST”** means the National Institute of Standards and Technology.

**“Operating Environment”** means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in a Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software, system architecture, configuration, computing hardware, ancillary equipment, networking, software, firmware, databases, data, and electronic systems (including database management systems).

**“PCI”** means the Payment Card Industry.

**“PSP”** or **“PSPs”** means the State’s IT Policies, Standards and Procedures.

**“SSAE”** means Statement on Standards for Attestation Engagements.

**“Security Accreditation Process”** has the meaning set forth in **Section 6** of this Schedule

**2. Security Team Officer.** Contractor will appoint a Contractor team to respond to the State’s inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto (**“Contractor Security Team”**).

**3. Contractor Responsibilities.** Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- (a) ensure the security and confidentiality of the Customer Data;
- (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data;
- (c) protect against unauthorized disclosure, access to, or use of the Customer Data;
- (d) ensure the proper disposal of any Customer Data in Contractor's or its subcontractor's possession;

and

- (e) ensure that all Contractor Representatives comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor's data privacy and information security program for the Contractor's FedRAMP authorized products and/or services, be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable public and non-public State IT policies and standards as of the effective date of the contract, of which the publicly available ones are at [https://www.michigan.gov/dtmb/0,5552,7-358-82547\\_56579\\_56755---,00.html](https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html).

Responsibility for compliance with security requirements also extends to all service providers and subcontractors with access to Customer Data or an ability to impact the contracted solution. Contractor responsibilities are determined from the PSPs based on the services being provided to the State, the type of IT solution, and the applicable laws and regulations.

**4. Acceptable Use Policy.** To the extent that Contractor or subcontractors are granted access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see [https://www.michigan.gov/documents/dtmb/1340.00.01\\_Acceptable\\_Use\\_of\\_Information\\_Technology\\_Standard\\_458958\\_7.pdf](https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf). All Contractor or subcontractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

**5. Protection of State's Information.** Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

5.1 For those Hosted Services that are identified by Contractor as FedRAMP authorized, Contractor will maintain FedRAMP authorization throughout the term. In the event Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may immediately terminate those services under this Contract, or any portion thereof, for termination for the public interest, regardless of any minimum commitment made with the understanding that the services would remain FedRAMP authorized, and such termination will be without cost to the State, including the waiver of any early termination fees.;

5.2 for Contractor's products and/or services identified as FedRAMP authorized, Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs. In the event Hosting Provider is unable to maintain the authorizations of this Section 5.2, the State, at its sole discretion, may immediately terminate those services under this Contract, or any portion thereof, for termination for the public interest, regardless of any minimum commitment made with the understanding that the services would retain and provide either a FedRAMP



authorization or an annual SSAE 18 SOC 2 Type II, and such termination will be without cost to the State, including the waiver of any early termination fees.;

5.3 for all Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit for Contractor's FedRAMP authorized products and/or services, ensure that the Software and Customer Data is securely hosted, supported, administered, accessed, and backed up in a data center(s) that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards ([www.uptimeinstitute.com](http://www.uptimeinstitute.com)), or its equivalent;

5.4 for Contractor's FedRAMP authorized products and/or services, maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the Customer Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values in compliance with applicable State and federal and regulatory compliance requirements;

5.5 maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the Customer Data that complies with the requirements identified in the Contractor's product-specific and/or service-specific documentation at the time use of product or services was first initiated;

5.6 for Contractor's FedRAMP authorized products and/or services, provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of Customer Data and the nature of such Customer Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.7 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of Customer Data and the nature of such Customer Data, consistent with best industry practice and the Contractor's product-specific and/or service-specific documentation at the time use of product or services was first initiated;

5.8 take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "malicious actors" and others who may seek, without authorization, to destroy, disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) Customer Data from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the Customer Data;

5.9 ensure that Customer Data can be encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;

5.10 ensure the Hosted Services supports the use of Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;



5.11 for products and/or services identified as HIPAA compliant, the State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA

5.12 for data deleted by the State and for Contractor's product and/or services no longer used by the state, Contractor must permanently sanitize or destroy Customer Data, from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitation methods or otherwise in accordance with the Contractor's product-specific and/or service-specific documentation, including timeframes.

5.13 ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

**6. Security Accreditation Process.** Throughout the Term, Contractor will provide reasonable cooperation to assist the State to obtain and maintain its authority to operate (ATO), including, but not limited to, providing the State with Contractor's system security plan (SSP) upon request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). Consistent with Contractor's product-specific and/or service-specific documentation safeguards, all identified risks from the SSP will be remediated based on the risk level of the identified risk. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.'

**7. Unauthorized Access.** Contractor may not access, and must not permit any access to, State systems, in whole or in part, whether through the Hosted Services or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

**8. Security Audits.**

8.1 During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to Customer Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the Customer Data and any other information relevant to its compliance with this Contract.

8.2 Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is

not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments.

8.3 During the Term, Contractor will, when requested by the State, provide a copy of Contractor's and Hosting Provider's FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.

8.4 With respect to Customer Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

8.5 The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8**.

**9. Application Scanning.** During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all vulnerabilities identified in compliance with applicable legal and regulatory requirements as identified Contractor's product-specific and/or service-specific documentation

Contractor's application scanning and remediation must include each of the following types of scans and activities:

9.1 Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).

9.2 Static Application Security Testing (SAST) - Scanning source code for vulnerabilities, analysis, remediation, and validation.

9.3 Software Composition Analysis (SCA) – Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.

(a) In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified in the Contractor's product-specific and/or service-specific documentation. If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).

(b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

## **10. Infrastructure Scanning.**

10.1 For Hosted Services, Contractor must ensure the Contractor's infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and make available to the State verification of the scans and appropriate vulnerability remediation.

## **11. Nonexclusive Remedy for Security Breach.**

11.1 Any failure of the Services to meet the requirements of this Schedule with respect to the security of any Customer Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and

Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

**SCHEDULE A, Attachment 1**

**GOOGLE CLOUD PLATFORM**

**INTERNAL REVENUE SERVICE PUBLICATION 1075 ADDENDUM**

This Internal Revenue Service Publication 1075 Addendum ("Addendum") is for the use of Google Cloud Platform by state and local government agencies of the State of Michigan ("Customer") and is entered into by Google LLC, with offices at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("Google") and Customer with offices Elliott-Larsen Building, 320 S Walnut St #6, Lansing, MI 48933. Customer must have an existing Master Services Agreement in place for this Addendum to be valid and effective.

Together with the State of Michigan Addendum to Contractor Terms for Cloud and Infrastructure as a Service (IAAS) Products and Master Services Agreement, this Addendum will govern each party's respective obligations regarding the protection of Federal Tax Information as that term is defined in Internal Revenue Service Publication 1075 Version 11-2021 Customer agrees that the terms of the Master Services Agreement apply to the provision and use of the Google Cloud Platform Services.

1. Disclosure.

As of the Effective Date, which is the date of the last signature below, Google, through its Assured Workloads for Government product, allows the Customer to comply with the requirements of 26 C.F.R. 301.6103(n)-1 and IRS Publication 1075 (Version 11-2021) (collectively the "IRS Rules"). In addition to using Assured Workloads for Government, Customer must purchase Google Premium Support with Assured Support or Premium Support with Assured Support to ensure compliance with the IRS Rules.

The Customer is responsible for using Google Cloud Platform in accordance with the IRS Rules noted above as well as all applicable conditions and restrictions contained in IRS regulations, IRS published rules, or IRS procedures.

2. Federal Tax Information Requirements.

**I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any

manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.

(4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

(5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

## **II. CRIMINAL/CIVIL SANCTIONS**

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 ([see Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based

on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

IN WITNESS WHEREOF, the Parties hereby agree to be bound by the terms of this Addendum as indicated by the signatures of their authorized representatives below.

GOOGLE LLC

Customer

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

SCHEDULE B – Insurance Schedule

Required Coverage.

**1. Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (i) protect the State from claims that arise out of, are alleged to arise out of, or otherwise result from Contractor's or subcontractor's performance; and (ii) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Policy must be endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
<b>Automobile Liability Insurance</b>	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Policy must: (1) be endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
<b>Privacy and Security Liability (Cyber Liability) Insurance</b>	
<u>Minimum Limits:</u>	Policy must cover information security and privacy liability, privacy notification costs,



\$1,000,000 Each Occurrence	regulatory defense and penalties, and website media content liability.
\$2,000,000 Annual Aggregate	

**2.** If any required policies provide claims-made coverage, the Contractor must: (i) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract; (ii) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract; and (iii) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

**3.** Contractor must: (i) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (ii) require that subcontractors maintain the required insurances contained in this Section; (iii) notify the Contract Administrator within five (5) business days if any policy is cancelled; and (iv) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

**4.** This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

## SCHEDULE C - Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required and the language is not negotiable. If any provision below conflicts with the terms and conditions, including any attachments, schedules, or exhibits to the Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

### 1. Equal Employment Opportunity

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## 2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

## 3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

#### 4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses

set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## 5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## 6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is in excess of \$150,000, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671g](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

### Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

### Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

## 7. Debarment and Suspension

A "contract award" (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) ([51 FR 6370; February 21, 1986](#)) and [12689](#) ([54 FR 34131; August 18, 1989](#)), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905)

are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **8. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **9. Procurement of Recovered Materials**

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **10. Additional FEMA Contract Provisions.**

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- (1) Access to Records. The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

(3) DHS Seal, Logo, And Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract."

(6) Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Schedule H, Attachment 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
 Signature of Contractor's Authorized Official

\_\_\_\_\_  
 Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
 Date