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 **1**
to
Contract Number **MA220000000285**

CURRENT CONTRACTOR		NEW CONTRACTOR	
Brazen Technologies, Inc.		TMP Worldwide Advertising & Communications, LLC d/b/a Radancy	
3033 Wilson Blvd		1 Battery Park Plaza #2710	
Arlington VA 22201-3863		New York NY 10004-1405	
Ryan Healy		Lory Valley	
703-879-8029			
ryan@brazen.com		Lory.Valley@radancy.com	
VS0149206		VS0346342	

STATE CONTACTS

Program Manager	Various	Various	Contract Administrator	Sarah Platte	DTMB
				5172192406	
				PlatteS3@michigan.gov	

CONTRACT SUMMARY

Virtual Job Fair Platform

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 1, 2022	December 31, 2026	5 - 12 Months	December 31, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (PRC)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$825,000.00	$0.00	$825,000.00

DESCRIPTION

Effective 3/16/2025, due to an acquisition, the Vendor information is being updated from Brazen Technologies, Inc. to TMP Worldwide Advertising & Communications, LLC d/b/a Radancy.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement, and State Administrative Board approval on 12/14/2021.

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

AGENCY	NAME	PHONE	EMAIL
LEO	Matthew Shields	517-599-6397	ShieldsM1@michigan.gov
DTMB	Chris Chittenden	517-898-5166	ChittendenC@michigan.gov

STATE OF MICHIGAN PROCUREMENT
Department of Technology Management & Budget
525 West Allegan Street
PO Box 30026
Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **220000000285**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	
	Brazen Technologies, Inc
	3033 Wilson Blvd
	Arlington, VA 22201-3863
	Ryan Healy
	ryan@brazen.com
	703-879-8029
	VS0149206

STATE			
	Program Manager	Deborah Lyzenga	LEO
		517-243-8990	
		lyzengad@michigan.gov	
	Contract Administrator	Christopher Martin	DTMB
		517-643-2833	
		martinc20@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Virtual Job Fair Platform			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
1/1/2022	12/31/2026	5, one-year	12/31/2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
☐ P-card ☐ Payment Request (PRC) ☐ Other		☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			$825,000.00

STATE OF MICHIGAN

SOFTWARE TERMS AND CONDITIONS

These Terms and Conditions, together with all Schedules (including the Statement(s) of Work), Exhibits and any other applicable attachments or addenda (Collectively this "Contract") are agreed to between the State of Michigan (the "**State**") and Brazen Technologies, Inc. ("**Contractor**"), a. Delaware Corporation. This Contract is effective on 12/01/2021 ("**Effective Date**"), and unless terminated, will expire on 11/30/2026 (the "**Term**").

This Contract may be renewed for up to five additional one-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 Contract Change Notice.]

1. **Definitions**. For the purposes of this Contract, the following terms have the following meanings:

"**Acceptance**" has the meaning set forth in **Section 9**.

"**Acceptance Tests**" means such tests as may be conducted in accordance with **Section 9.1** and a Statement of Work to determine whether the Software meets the requirements of this Contract and the Documentation. For avoidance of doubt, Acceptance Tests for Software-as-a-Service Solutions such as that of Contractor will be conducted before execution of this Agreement.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person.

"**Allegedly Infringing Materials**" has the meaning set forth in **Section 17.2(b)**.

"**Approved Third Party Components**" means all third party components, including Open-Source Components, that are included in or used in connection with the Software and are specifically identified by Contractor in the Contractor's Bid Response or as part of the State's Security Accreditation Process defined in Schedule E – Data Security Schedule.

"**Authorized Users**" means all Persons authorized by the State to access and use the Software under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

"**Business Day**" means a day other than a Saturday, Sunday or other day on which the State is authorized or required by law to be closed for business.

"**Business Requirements Specification**" means the initial specification setting forth the State's business requirements regarding the features and functionality of the Software, as set forth in a Statement of Work.

"**Change**" has the meaning set forth in **Section 2.2.**

"**Change Notice**" has the meaning set forth in **Section 2.2(b).**

"**Change Proposal**" has the meaning set forth in **Section 2.2(a).**

"**Change Request**" has the meaning set forth in **Section 2.2.**

"**Confidential Information**" has the meaning set forth in **Section 22.1.**

"**Configuration**" means State-specific changes made to the Software without Source Code or structural data model changes occurring.

"**Contract**" has the meaning set forth in the preamble.

"**Contract Administrator**" is the individual appointed by each party to (a) administer the terms of this Contract, and (b) approve any Change Notices under this Contract. Each party's Contract Administrator will be identified in a Statement of Work.

"**Contractor**" has the meaning set forth in the preamble.

"**Contractor's Bid Response**" means the Contractor's proposal submitted in response to the RFP.

"**Contractor Hosted**" means the Hosted Services are provided by Contractor or one or more of its Permitted Subcontractors.

"**Contractor Personnel**" means all employees of Contractor or any subcontractors or Permitted Subcontractors involved in the performance of Services hereunder.

"**Contractor Project Manager**" means the individual appointed by Contractor and identified in a Statement of Work to serve as the primary contact with regard to services, to monitor and coordinate the day-to-day activities of this Contract, and to perform other duties as may be further defined in this Contract, including an applicable Statement of Work.

"**Customization**" means State-specific changes to the Software's underlying Source Code or structural data model changes.

"**Deliverables**" means the Software, and all other documents and other materials that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in a Statement of Work and all Work Product.

"**Deposit Material**" refers to material required to be deposited pursuant to **Section 28**.

"**Documentation**" means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software.

"**DTMB**" means the Michigan Department of Technology, Management and Budget.

"**Effective Date**" has the meaning set forth in the preamble.

"**Fees**" means the fees set forth in the Pricing Schedule attached as **Schedule B**.

"**Financial Audit Period**" has the meaning set forth in **Section 23.1**.

"**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.

"**HIPAA**" has the meaning set forth in **Section 21.1**.

"**Hosted Services**" means the hosting, management and operation of the Operating Environment, Software, other services (including support and subcontracted services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

"**Implementation Plan**" means the schedule included in a Statement of Work setting forth the sequence of events for the performance of Services under a Statement of Work, including the Milestones and Milestone Dates.

"**Integration Testing**" has the meaning set forth in **Section 9.2(a)**.

"**Intellectual Property Rights**" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

"**Key Personnel**" means any Contractor Personnel identified as key personnel in the Contract.

"**Loss or Losses**" means all losses, including but not limited to, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Maintenance Release**" means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

"**Milestone**" means an event or task described in the Implementation Plan under a Statement of Work that must be completed by the corresponding Milestone Date.

"**Milestone Date**" means the date by which a particular Milestone must be completed as set forth in the Implementation Plan under a Statement of Work.

"**New Version**" means any new version of the Software, including any updated Documentation, that the Contractor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number.

"**Nonconformity**" or "**Nonconformities**" means any failure or failures of the Software to conform to the requirements of this Contract, including any applicable Documentation.

"**Open-Source Components**" means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

"**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).

"**PAT**" means a document or product accessibility template, including any Information Technology Industry Council Voluntary Product Accessibility Template or VPAT®, that specifies how information and software products, such as websites, applications, software and associated content, conform to WCAG 2.0 Level AA.

"**Permitted Subcontractor**" means any third party hired by Contractor to perform Services for the State under this Contract or have access to State Data.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"**Pricing Schedule**" means the schedule attached as **Schedule B.**

"**Process**" means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. "**Processing**" and "**Processed**" have correlative meanings.

"**Representatives**" means a party's employees, officers, directors, partners, shareholders, agents, attorneys, successors and permitted assigns.

"**RFP**" means the State's request for proposal designed to solicit responses for Services under this Contract.

"**Services**" means any of the services, including but not limited to, Hosted Services, Contractor is required to or otherwise does provide under this Contract.

"**Service Level Agreement**" means the schedule attached as **Schedule D**, setting forth the Support Services Contractor will provide to the State, and the parties' additional rights and obligations with respect thereto.

"**Site**" means the physical location designated by the State in, or in accordance with, this Contract or a Statement of Work for delivery and installation of the Software.

"**Software**" means Contractor's software as set forth in a Statement of Work, and any Maintenance Releases or New Versions provided to the State and any Customizations or Configurations made by or for the State pursuant to this Contract, and all copies of the foregoing permitted under this Contract. For avoidance of doubt, Contractor's software is a software-as-a-service solution hosted by Contractor.

"**Source Code**" means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software. The Source Code remains the intellectual property of Contractor.

"**Specifications**" means, for the Software, the specifications collectively set forth in the Business Requirements Specification, Technical Specification, Documentation, Direct Solicitation or Contractor's Bid Response, if any, for such Software, or elsewhere in a Statement of Work.

"**State**" means the State of Michigan.

"**State Data**" has the meaning set forth in **Section 21.1**.

"**State Hosted**" means the Hosted Services are not provided by Contractor or one or more of its Permitted Subcontractors.

"**State Materials**" means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

"**State Program Managers**" are the individuals appointed by the State, or their designees, to (a) monitor and coordinate the day-to-day activities of this Contract; (b) co-sign off on Acceptance of the Software and other Deliverables; and (c) perform other duties as may be specified in a Statement of Work Program Managers will be identified in a Statement of Work.

"**State Systems**" means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

"**Statement of Work**" means any statement of work entered into by the parties and incorporated into this Contract. The initial Statement of Work is attached as **Schedule A**.

"**Stop Work Order**" has the meaning set forth in **Section 15**.

"**Support Services**" means the software maintenance and support services Contractor is required to or otherwise does provide to the State under the Service Level Agreement.

"**Support Services Commencement Date**" means, with respect to the Software, the date on which the Warranty Period for the Software expires, and fees for support become applicable, or such other date as may be set forth in a Statement of Work.

"**Technical Specification**" means, with respect to any Software, the document setting forth the technical specifications for such Software and included in a Statement of Work.

"**Term**" has the meaning set forth in the preamble.

"**Testing Period**" has the meaning set forth in **Section 9.1(b)**.

"**Transition Period**" has the meaning set forth in **Section 16.3**.

"**Transition Responsibilities**" has the meaning set forth in **Section 16.3**.

"**Unauthorized Removal**" has the meaning set forth in **Section 2.5(b)**.

"**Unauthorized Removal Credit**" has the meaning set forth in **Section 2.5(c)**.

"**User Data**" means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, Processed, generated or output by any device, system or network by or on behalf of the State, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, except that User Data does not include the Software or data, information or content, including any GUI, audio, visual or digital or other display or output, that is generated automatically upon

executing the Software without additional user input without the inclusion of user derived Information or additional user input.

"**Warranty Period**" means the ninety (90) calendar-day period commencing on the date of the State's Acceptance of the Software and for which Support Services are provided free of charge.

"**WCAG 2.0 Level AA**" means level AA of the World Wide Web Consortium Web Content Accessibility Guidelines version 2.0.

"**Work Product**" means all State-specific deliverables that Contractor is required to, or otherwise does, provide to the State under this Contract including but not limited to Customizations, application programming interfaces, computer scripts, macros, user interfaces, reports, project management documents, forms, templates, and other State-specific documents and related materials together with all ideas, concepts, processes, and methodologies developed in connection with this Contract whether or not embodied in this Contract.

2.   Duties of Contractor. Contractor will provide Services and Deliverables pursuant to Statement(s) of Work entered into under this Contract. Contractor will provide all Services and Deliverables in a timely, professional manner and in accordance with the terms, conditions, and Specifications set forth in this Contract and the Statement(s) of Work.

2.1   Statement of Work Requirements. No Statement of Work will be effective unless signed by each party's Contract Administrator. The term of each Statement of Work will commence on the parties' full execution of a Statement of Work and terminate when the parties have fully performed their obligations. The terms and conditions of this Contract will apply at all times to any Statements of Work entered into by the parties and incorporated into this Contract. The State will have the right to terminate such Statement of Work as set forth in **Section 16**. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under each Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statements of Work (including the Implementation Plan and all Milestone Dates) is strictly required.

2.2   Change Control Process. The State may at any time request in writing (each, a "**Change Request**") changes to a Statement of Work, including changes to the Services and Implementation Plan (each, a "**Change**"). Upon the State's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 2.2**.

(a)   As soon as reasonably practicable, and in any case within twenty (20) Business Days following receipt of a Change Request, Contractor will provide the State with a written proposal for implementing the requested Change ("**Change Proposal**"), setting forth:

(i)   a written description of the proposed Changes to any Services or Deliverables;

(ii)   an amended Implementation Plan reflecting: (A) the schedule for commencing and completing any additional or modified Services or Deliverables; and (B) the effect of such Changes, if any, on completing any other Services under a Statement of Work;

(iii)   any additional State Resources Contractor deems necessary to carry out such Changes; and

(iv)   any increase or decrease in Fees resulting from the proposed Changes, which increase or decrease will reflect only the increase or decrease in time and expenses Contractor requires to carry out the Change.

(b)   Within thirty (30) Business Days following the State's receipt of a Change Proposal, the State will by written notice to Contractor, approve, reject, or propose modifications to such Change Proposal. If the State proposes modifications, Contractor must modify and re-deliver the Change Proposal reflecting such modifications, or notify the State of any disagreement, in which event the parties will negotiate in good faith to resolve their disagreement. Upon the State's approval of the Change Proposal or the parties' agreement on all proposed modifications, as the case may be, the parties will execute a written agreement to the Change Proposal ("**Change Notice**"), which Change Notice will

be signed by the State's Contract Administrator and will constitute an amendment to a Statement of Work to which it relates; and

(c)   If the parties fail to enter into a Change Notice within fifteen (15) Business Days following the State's response to a Change Proposal, the State may, in its discretion:

(i)   require Contractor to perform the Services under a Statement of Work without the Change;

(ii)   require Contractor to continue to negotiate a Change Notice;

(iii)   initiate a Dispute Resolution Procedure; or

(iv)   notwithstanding any provision to the contrary in a Statement of Work, terminate this Contract under **Section 16.1**.

(d)   No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with a Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its best efforts to limit any delays or Fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Each party is responsible for its own costs and expenses of preparing, evaluating, negotiating, and otherwise processing any Change Request, Change Proposal, and Change Notice.

(e)   The performance of any functions, activities, tasks, obligations, roles and responsibilities comprising the Services as described in this Contract are considered part of the Services and, thus, will not be considered a Change. This includes the delivery of all Deliverables in accordance with their respective Specifications, and the diagnosis and correction of Non-Conformities discovered in Deliverables prior to their Acceptance by the State or, subsequent to their Acceptance by the State, as necessary for Contractor to fulfill its associated warranty requirements and its Support Services under this Contract.

(f)   Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.

2.2   <u>Contractor Personnel</u>.

(a)   Contractor is solely responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

(b)   Prior to any Contractor Personnel performing any Services, Contractor will:

(i)   ensure that such Contractor Personnel have the legal right to work in the United States;

(ii)   upon request, require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract; and

(iii)   upon request, or as otherwise specified in a Statement of Work, perform background checks on all Contractor Personnel prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks on Contractor Personnel. Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and subcontractor employees, who

may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018.

(c)   Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures.

(d)   The State reserves the right to require the removal of any Contractor Personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.

2.3   Contractor Project Manager. Throughout the Term of this Contract, Contractor must maintain a Contractor employee acceptable to the State to serve as Contractor Project Manager, who will be considered Key Personnel of Contractor. Contractor Project Manager will be identified in a Statement of Work.

(a)   Contractor Project Manager must:

(i)   have the requisite authority, and necessary skill, experience, and qualifications, to perform in such capacity;

(ii)   be responsible for overall management and supervision of Contractor's performance under this Contract; and

(iii)   be the State's primary point of contact for communications with respect to this Contract, including with respect to giving and receiving all day-to-day approvals and consents.

(b)   Contractor Project Manager must attend all regularly scheduled meetings as set forth in the Implementation Plan and will otherwise be available as set forth in a Statement of Work.

(c)   Contractor will maintain the same Contractor Project Manager throughout the Term of this Contract, unless:

(i)   the State requests in writing the removal of Contractor Project Manager;

(ii)   the State consents in writing to any removal requested by Contractor in writing;

(iii)   Contractor Project Manager ceases to be employed by Contractor, whether by resignation, involuntary termination or otherwise.

(d)   Contractor will promptly replace its Contractor Project Manager on the occurrence of any event set forth in **Section 2.4(c)**. Such replacement will be subject to the State's prior written approval.

2.4   Contractor's Key Personnel.

(a)   The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State Program Managers or their designees, and provide the State with a resume and any other information about the individual

reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

(b)   Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 16.1**.

(c)   It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to determine and remedy the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 16**, Contractor will issue to the State an amount equal to $25,000 per individual (each, an "**Unauthorized Removal Credit**").

(d)   Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection 2.5(c)** above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract.

2.5   Subcontractors. Contractor must obtain prior written approval of the State, which consent may be given or withheld in the State's sole discretion, before engaging any Permitted Subcontractor to provide Services to the State under this Contract.   Third parties otherwise retained by Contractor to provide Contractor or other clients of contractor with services are not Permitted Subcontractors, and therefore do not require prior approval by the State. Engagement of any subcontractor or Permitted Subcontractor by Contractor does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:

(a)   be responsible and liable for the acts and omissions of each such subcontractor (including such Permitted Subcontractor and Permitted Subcontractor's employees who, to the extent providing Services or Deliverables, will be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees;

(b)   name the State a third-party beneficiary under Contractor's Contract with each Permitted Subcontractor with respect to the Services;

(c)   be responsible for all fees and expenses payable to, by or on behalf of each Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and

(d)   notify the State of the location of the Permitted Subcontractor and indicate if it is located within the continental United States.

3.   Notices. All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Christopher Martin	Ryan Healy

4. Insurance. Contractor must maintain the minimum insurances identified in the Insurance Schedule attached as **Schedule C**.

5. Software License.

5.1 Reserved

5.2 **Subscription License.** This provision applies to Contractor as a Software-as-a-Service solution**.** The Software is Contractor Hosted and Contractor is providing the State access to use its Software during the Term of the Contract only, then:

(a) Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:

(i) access and use the Software, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;

(ii) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Software;

(iii) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Software under this Contract.

(b) License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Software available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or (b) use or authorize the use of the Software or Documentation in any manner or for any purpose that is unlawful under applicable Law.

(c) Use. The State will pay Contractor the corresponding Fees set forth in a Statement of Work or Pricing Schedule for all Authorized Users access and use of the Software. Such Fees will be Contractor's sole and exclusive remedy for use of the Software, including any excess use.

(d) Suspension Notwithstanding anything to the contrary in this Agreement, Contractor may temporarily suspend State's or any other Authorized User's access to any portion or all of the Services if Contractor reasonably determines that: (A) there is a threat or attack on any of the Software; (B) State's or any other Authorized User's use of the Software disrupts or poses a security risk to the Software or to any other customer or vendor of Contractor; (C) State or any other Authorized User is using the Software for fraudulent or illegal activities; or (D) any vendor of Contractor has suspended or terminated Contractor's access to or use of any third-Party services or products required to enable State to access the Services, through no fault of Contractor, (a "**Service Suspension**"), provided Contractor shall limit such Service Suspension to the smallest reasonable scope. Contractor shall use commercially reasonable efforts to provide written notice of any Service Suspension to the State, 30 days prior to any such Service Suspension (except in situations of emergency, where only as much advance notice as is reasonably possible need be given), and to provide updates regarding resumption of access to the Services following any Service Suspension.

5.3   **Certification**. To the extent that a License granted to the State is not unlimited, Contractor may request written certification from the State regarding use of the Software for the sole purpose of verifying compliance with this **Section 5.** Such written certification may occur no more than once in any twenty four (24) month period during the Term of the Contract. The State will to respond to any such request within 45 calendar days of receipt. If the State's use is greater than contracted, Contractor may invoice the State for any unlicensed use (and related support) pursuant to the terms of this Contract at the rates set forth in **Schedule B**, and the unpaid license and support fees shall be payable in accordance with the terms of the Contract. Payment under this provision shall be Contractor's sole and exclusive remedy to cure these issues.

5.4   **State License Grant to Contractor**. The State hereby grants to Contractor a limited, non-exclusive, non-transferable license (i) to use the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos, solely in accordance with the State's specifications, and (ii) to display, reproduce, distribute and transmit in digital form the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos in connection with promotion of the Services as communicated to Contractor by the State. Use of the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos will be specified in the applicable Statement of Work**.** Contractor is provided a limited license to State Materials for the sole and exclusive purpose of providing the Services.

6.   Third Party Components. At least 30 days prior to adding new Third Party Components, Contractor will provide the State with notification information identifying and describing the addition. Throughout the Term, on an annual basis, Contractor will provide updated information identifying and describing any Approved Third Party Components included in the Software.

7.   Intellectual Property Rights
   7.1   Ownership Rights in Software
         (a)   For purposes of this **Section 7** only, the term "Software" does not include Customizations.

         (b)   Subject to the rights and licenses granted by Contractor in this Contract and the provisions of **Section 7.1(c)**:

               (i)   Contractor reserves and retains its entire right, title and interest in and to all Intellectual Property Rights arising out of or relating to the Software; and

               (ii)   none of the State or Authorized Users acquire any ownership of Intellectual Property Rights in or to the Software or Documentation as a result of this Contract.

         (c)   As between the State, on the one hand, and Contractor, on the other hand, the State has, reserves and retains, sole and exclusive ownership of all right, title and interest in and to State Materials, User Data, including all Intellectual Property Rights arising therefrom or relating thereto.

   7.2   The State is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product developed exclusively for the State under this Contract, including all Intellectual Property Rights. In furtherance of the foregoing:

         (a)   Contractor will create all Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and

         (b)   to the extent any Work Product, or Intellectual Property Rights do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:

(i)   assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all Intellectual Property Rights; and

(ii)   irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral* with respect to the Work Product.

(iii)   For avoidance of doubt, access to the Software by Contractor to State is not considered Work Product.

8.   Reserved.

9.   Software Acceptance Testing.

9.1   Acceptance Testing

(a)   Unless otherwise specified in a Statement of Work, upon installation of the Software, or in the case of Contractor Hosted Software, when Contractor notifies the State in writing that the Hosted Services are ready for use in a production environment, Acceptance Tests will be conducted as set forth in this **Section 9** to ensure the Software conforms to the requirements of this Contract, including the applicable Specifications and Documentation.

(b)   All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in a Statement of Work, commence on the Business Day following installation of the Software, or the receipt by the State of the notification in **Section 9.1(a)**, and be conducted diligently for up to thirty (30) Business Days, or such other period as may be set forth in a Statement of Work (the "**Testing Period**"). Acceptance Tests will be conducted by the party responsible as set forth in a Statement of Work or, if a Statement of Work does not specify, the State, provided that:

(i)   for Acceptance Tests conducted by the State, if requested by the State, Contractor will make suitable Contractor Personnel available to observe or participate in such Acceptance Tests; and

(ii)   for Acceptance Tests conducted by Contractor, the State has the right to observe or participate in all or any part of such Acceptance Tests.

9.2   Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing.

(a)   Upon delivery and installation of any application programming interfaces, Configuration or Customizations, or any other applicable Work Product, to the Software under a Statement of Work, additional Acceptance Tests will be performed on the modified Software as a whole to ensure full operability, integration, and compatibility among all elements of the Software ("**Integration Testing**"). Integration Testing is subject to all procedural and other terms and conditions set forth in **Section 9.1**, **Section 9.4**, and **Section 9.5**.

(b)   The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor if the State discovers a material Non-Conformity in the tested Software or part or feature of the Software. In such event, Contractor will immediately, and in any case within ten (10) Business Days, correct such Non-Conformity, whereupon the Acceptance Tests and Testing Period will resume for the balance of the Testing Period.

5.5   Notices of Completion, Non-Conformities, and Acceptance. Within fifteen (15) Business Days following the completion of any Acceptance Tests, including any Integration Testing, the party responsible for conducting the tests will prepare and provide to the other party written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Non-Conformity in the tested Software.

(a)   If such notice is provided by either party and identifies any Non-Conformities, the parties' rights, remedies, and obligations will be as set forth in **Section 9.4** and **Section 9.5**.

(b)   If such notice is provided by the State, is signed by the State Program Managers or their designees, and identifies no Non-Conformities, such notice constitutes the State's Acceptance of such Software.

(c)   If such notice is provided by Contractor and identifies no Non-Conformities, the State will have thirty (30) Business Days to use the Software in the Operating Environment and determine, in the exercise of its sole discretion, whether it is satisfied that the Software contains no Non-Conformities, on the completion of which the State will, as appropriate:

(i)   notify Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance thereof, whereupon the parties' rights, remedies and obligations will be as set forth in **Section 9.4** and **Section 9.5**; or

(ii)   provide Contractor with a written notice of its Acceptance of such Software, which must be signed by the State Program Managers or their designees.

9.4   Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformities, Contractor, at Contractor's sole cost and expense, will remedy all such Non-Conformities and re-deliver the Software, in accordance with the requirements set forth in a Statement of Work. Redelivery will occur as promptly as commercially possible and, in any case, within thirty (30) Business Days following, as applicable, Contractor's:

(a)   completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or

(b)   receipt of the State's notice under **Section 9.1(a)** or **Section 9.3(c)(i)**, identifying any Non-Conformities.

9.5   Repeated Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformity in the Software after a second or subsequent delivery of the Software, or Contractor fails to re-deliver the Software on a timely basis, the State may, in its sole discretion, by written notice to Contractor:

(a)   continue the process set forth in this **Section 9**;

(b)   accept the Software as a nonconforming deliverable, in which case the Fees for such Software will be reduced equitably to reflect the value of the Software as received relative to the value of the Software had it conformed; or

(c)   deem the failure to be a non-curable material breach of this Contract and a Statement of Work and terminate this Contract for cause in accordance with **Section 16.1**.

9.6   Acceptance. Acceptance ("**Acceptance**") of the Software (subject, where applicable, to the State's right to Integration Testing) and any Deliverables will occur on the date that is the earliest of the State's delivery of a notice accepting the Software or Deliverables under **Section 9.3(b)**, or **Section 9.3(c)(ii)**.

10. Non-Software Acceptance.

10.1 All other non-Software Services and Deliverables are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("State Review Period"), unless otherwise provided in the Statement of Work. If the non-Software Services and Deliverables are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the non-Software Services and Deliverables are accepted but noted deficiencies must be corrected; or (b) the non-Software Services and Deliverables are rejected. If the State finds material deficiencies, it may: (i) reject the non-Software Services and Deliverables without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with **Section 16.1**, Termination for Cause.

10.2 Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any non-Software Services and Deliverables, Contractor must cure, at no additional cost, the deficiency

and deliver unequivocally acceptable non-Software Services and Deliverables to the State. If acceptance with deficiencies or rejection of the non-Software Services and Deliverables impacts the content or delivery of other non-completed non-Software Services and Deliverables, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

10.3 If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may provide the non-Software Services and Deliverables and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

11. Assignment. Contractor may not assign this Contract to any other party without the prior approval of the State, which shall not be unreasonably withheld. 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 party. 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.

12. Change of Control. Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following:

      (d)   a sale of more than 50% of Contractor's stock;

      (e)   a sale of substantially all of Contractor's assets;

      (f)   a change in a majority of Contractor's board members;

      (g)   consummation of a merger or consolidation of Contractor with any other entity;

      (h)   a change in ownership through a transaction or series of transactions;

      (i)   or the board (or the stockholders) approves a plan of complete liquidation.

A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes. In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

13. Invoices and Payment.

13.1 Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Services and Deliverables provided as specified in Statement(s) of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

13.2 The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Services and Deliverables. 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.

13.3 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. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, 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.

13.4 Right of Setoff. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

13.5 Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services or Deliverables purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all Fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

13.6 Pricing/Fee Changes. All Pricing set forth in this Contract will not be increased, except as otherwise expressly provided in this Section.

(a) The Fees will not be increased at any time except for the addition of additional licenses, the fees for which licenses will also remain firm in accordance with the Pricing set forth in the Pricing Schedule.

(b) Excluding federal government charges and terms. Contractor warrants and agrees that each of the Fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such Fee and formally memorialize the new pricing in a Change Notice.

14. Liquidated Damages.

14.1 The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law.

14.2 The parties acknowledge and agree that Contractor could incur liquidated damages for more than one event.

14.3 The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under **Section 16.1** and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

14.4 Amounts due the State as liquidated damages may be set off against any Fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

15. Stop Work Order. The State may, at any time, order the Services of Contractor fully or partially stopped for up to ninety (90) calendar days at no additional cost to the State. The State will provide Contractor a written notice detailing such suspension (a "**Stop Work Order**"). Contractor must comply with the Stop Work Order upon receipt. Within 90 days, or any longer period agreed to by Contractor, the State will either:

(a) issue a notice authorizing Contractor to resume work, or

(b)   terminate this Contract. The State will not pay for any Services, Contractor's lost profits, or any additional compensation during a stop work period. For avoidance of doubt, a Stop Work Order that results in the State terminating this Contract in the public interest shall not entitle the State to a refund of any prepaid fees.

16. Termination, Expiration, Transition. The State may terminate this Contract, the Support Services, or any Statement of Work, in accordance with the following:

16.1 Termination for Cause. In addition to any right of termination set forth elsewhere in this Contract:

(a)   The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State:

(i)   endangers the value, integrity, or security of State Systems, State Data, or the State's facilities or personnel;

(ii)   becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or

(iii)   breaches any of its material duties or obligations under this Contract. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b)   If the State terminates this Contract under this **Section 16.1**, the State will issue a termination notice specifying whether Contractor must:

(i)   cease performance immediately. Contractor must submit all invoices for Services accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State under this Contract, or

(ii)   continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for public interest, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 16.2**.

(c)   The State will only pay for amounts due to Contractor for Services accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination, including any prepaid Fees. Further, Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Services from other sources.

16.2 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. The termination notice will specify whether Contractor must:

(a)   cease performance immediately. Contractor must submit all invoices for Services accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State under this Contract, or

(b)   continue to perform in accordance with **Section 16.3**. If the State terminates this Contract for public interest, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

16.3 Transition Responsibilities.

(a)   Upon termination or expiration of this Contract for any reason, Contractor must, for a period of 30 days (the "Transition Period"):

(i)   take all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, and comply with **Section 22.5** regarding the return or destruction of State Data at the conclusion of the Transition Period

(b)   Contractor will follow the transition plan attached as **Schedule G** as it pertains to both transition in and transition out activities.

17. Indemnification

17.1 General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to:

(a)   any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract;

(b)   any infringement, misappropriation, or other violation of any Intellectual Property Right or other right of any third party;

(c)   any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and

(d)   any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

17.2 Indemnification Procedure. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State is entitled to:

(a)   regular updates on proceeding status;

(b)   participate in the defense of the proceeding;

(c)   employ its own counsel; and to

(d)   retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 17**, 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.

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

18. Infringement Remedies.

18.1 The remedies set forth in this Section are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified for such actions.

18.2 If any Software or any component thereof, other than State Materials, is found to be infringing or if any use of any Software or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of an infringement claim, Contractor must, at Contractor's sole cost and expense:

(a)   procure for the State the right to continue to use such Software or component thereof to the full extent contemplated by this Contract; or

(b)   modify or replace the materials that infringe or are alleged to infringe ("**Allegedly Infringing Materials**") to make the Software and all of its components non-infringing while providing fully equivalent features and functionality.

18.3   If neither of the foregoing is possible notwithstanding Contractor's best efforts, then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will:

(a)   refund to the State all amounts paid by the State in respect of such Allegedly Infringing Materials and any other aspects of the Software provided under a Statement of Work for the Allegedly Infringing Materials that the State cannot reasonably use as intended under this Contract; and

(b)   in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Materials for a transition period of up to six (6) months to allow the State to replace the affected features of the Software without disruption.

18.4   If Contractor directs the State to cease using any Software under **Section 18.3,** the State may terminate this Contract for cause under **Section 16.1**.Unless the claim arose against the Software independently of any of the actions specified below, Contractor will have no liability for any claim of infringement arising solely from:

(a)   Contractor's compliance with any designs, specifications, or instructions of the State; or

(b)   modification of the Software by the State without the prior knowledge and approval of Contractor.

19. Disclaimer of Damages and Limitation of Liability.

19.1 The State's Disclaimer of Damages. THE STATE WILL NOT 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.

19.2 The State's Limitation of Liability. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR 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 THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.

20. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a Permitted Subcontractor, or an officer or director of Contractor or Permitted Subcontractor, that arises during the term of the Contract, including:

(a)   a criminal Proceeding;

(b)   a parole or probation Proceeding;

(c)   a Proceeding under the Sarbanes-Oxley Act;

(d)   a civil Proceeding involving:

(i)   a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or

(ii)   a governmental or public entity's claim or written allegation of fraud; or

(e)   a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

21. State Data.

21.1   Ownership. The State's data ("**State Data**"), which will be treated by Contractor as Confidential Information, includes:

(a)   User Data; and

(b)   any other data collected, used, Processed, stored, or generated in connection with the Services, including but not limited to:

(i)   personally identifiable information ("**PII**") collected, used, Processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and

(ii)   protected health information ("**PHI**") collected, used, Processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations.

21.2   State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State.

21.3   Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must:

(a)   keep and maintain State 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 State 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)   keep and maintain State Data in the continental United States and

(d)   not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent.

21.4 Aggregated Statistics Notwithstanding anything to the contrary in this Agreement, Contractor may monitor State's use of the Services and collect and compile data and information related to State's use of the Services to be used by Contractor in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services ("**Aggregated Statistics**"). As between Contractor and State, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Contractor. State acknowledges that Contractor may compile Aggregated Statistics based on User Data input into the Services. State agrees that Contractor may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify State or State's Confidential Information. For

clarity, under no circumstances will Aggregated Statistics be in anyway traceable to a State or otherwise Authorized User and all uniquely identifiable data related to a user, a user device, or a user location will be removed.

21.5 <u>Discovery</u>. Contractor will immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the Software and Hosted Services, if applicable. Contractor will notify the State Program Managers or their designees by the fastest means available and also in writing. In no event will Contract provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor will not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.

21.6 <u>Loss or Compromise of Data</u>. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, integrity, or availability of State 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 State Data, Contractor must, as applicable:

(a) notify the State as soon as practicable but no later than twenty-four (24) 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 required by the State;

(c) in the case of PII or PHI, at the State's sole election:

    (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or

    (ii) reimburse the State for any costs in notifying the affected individuals;

(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;

(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;

(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;

(h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and

(i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described

above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination.

21.7 The parties agree that any damages relating to a breach of **Section 21.6** are to be considered direct damages and not consequential damages. **Section 21** survives termination or expiration of this Contract.

22. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. This **Section 22** survives termination or expiration of this Contract.

22.1 <u>Meaning of Confidential Information</u>. The term "**Confidential Information**" means all information and documentation of a party that:

(a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;

(b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; or,

(c) should reasonably be recognized as confidential information of the disclosing party.

The term "Confidential Information" does not include any information or documentation that was or is:

(d) in the possession of the State and subject to disclosure under the Michigan Freedom of Information Act (FOIA);

(e) already in the possession of the receiving party without an obligation of confidentiality;

(f) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;

(g) obtained from a source other than the disclosing party without an obligation of confidentiality; or,

(h) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure).

For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

22.2 <u>Obligation of Confidentiality</u>. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor's subcontractor is permissible where:

(a) the subcontractor is a Permitted Subcontractor;

(b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities; and

(c)   Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any of the Contractor's and Permitted Subcontractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 22.2**.

22.3   Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

22.4   Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

22.5   Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) Business Days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Upon confirmation from the State, of receipt of all data, Contractor must permanently sanitize or destroy the State's Confidential Information, including State 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 as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Contractor must destroy the Confidential Information as specified above. The Contractor must certify the destruction of Confidential Information (including State Data) in writing within five (5) Business Days from the date of confirmation from the State.

23. Records Maintenance, Inspection, Examination, and Audit.

23.1 Right of Audit. Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to this Contract through the Term of this Contract and for four (4) years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Financial Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, Contractor must retain the records until all issues are resolved.

23.2 Right of Inspection. Within ten (10) calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Services are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Contract must be paid or refunded within forty-five (45) calendar days.

23.3 Application. This **Section 23** applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

24. Support Services. Contractor will provide the State with the Support Services described in the Service Level Agreement attached as **Schedule D** to this Contract. Such Support Services will be provided:

(a)   Free of charge during the Warranty Period.

(b)   Thereafter, for so long as the State elects to receive Support Services for the Software, in consideration of the State's payment of Fees for such services in accordance with the rates set forth in the Pricing Schedule.

25. Data Security Requirements. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies as set forth in **Schedule E** to this Contract.

26. Training. Contractor will provide, at no additional charge, training on all uses of the Software permitted hereunder in accordance with the times, locations and other terms set forth in a Statement of Work. Upon the State's request, Contractor will timely provide training for additional Authorized Users or other additional training on all uses of the Software for which the State requests such training, at such reasonable times and locations and pursuant to such rates and other terms as are set forth in the Pricing Schedule.

27. Maintenance Releases; New Versions
   27.1 Maintenance Releases. Provided that the State is current on its Fees, during the Term, Contractor will provide the State, at no additional charge, with all Maintenance Releases, each of which will constitute Software and be subject to the terms and conditions of this Contract.

   27.2 New Versions. Provided that the State is current on its Fees, during the Term, Contractor will provide the State, at no additional charge, with all New Versions, each of which will constitute Software and be subject to the terms and conditions of this Contract.

   27.3 Installation. The State has no obligation to install or use any Maintenance Release or New Versions. If the State wishes to install any Maintenance Release or New Version, the State will have the right to have such Maintenance Release or New Version installed, in the State's discretion, by Contractor or other authorized party as set forth in a Statement of Work. Contractor will provide the State, at no additional charge, adequate Documentation for installation of the Maintenance Release or New Version, which has been developed and tested by Contractor and Acceptance Tested by the State. The State's decision not to install or implement a Maintenance Release or New Version of the Software will not affect its right to receive Support Services throughout the Term of this Contract.

28.   RESERVED

29. Contractor Representations and Warranties.
   29.1 Authority. Contractor represents and warrants to the State that:

      (a)   It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

      (b)   It has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;

      (c)   The execution of this Contract by its Representative has been duly authorized by all necessary organizational action; and

      (d)   When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.

      (e)   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.

   29.2 Bid Response. Contractor represents and warrants to the State that:

(a)   The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder to the Direct Solicitation; and no attempt was made by Contractor to induce any other Person to submit or not submit a proposal for the purpose of restricting competition;

(b)   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;

(c)   Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract; and

(d)   If any of the certifications, representations, or disclosures made in Contractor's Bid Response change after contract award, the Contractor is required to report those changes immediately to the Contract Administrator.

29.3   <u>Software Representations and Warranties</u>. Contractor further represents and warrants to the State that:

(a)   it is the legal and beneficial owner of the entire right, title and interest in and to the Software, including all Intellectual Property Rights relating thereto;

(b)   it has, and throughout the license term, will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder;

(c)   it has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;

(d)   the Software, and the State's use thereof, is and throughout the license term will be free and clear of all encumbrances, liens and security interests of any kind;

(e)   neither its grant of the license, nor its performance under this Contract does or to its knowledge will at any time:

      (i)   conflict with or violate any applicable law;

      (ii)   require the consent, approval or authorization of any governmental or regulatory authority or other third party; or

      (iii)   require the provision of any payment or other consideration to any third party;

(f)   when used by the State or any Authorized User in accordance with this Contract and the Documentation, the Software, the Hosted Services, if applicable, or Documentation as delivered or installed by Contractor does not or will not:

      (i)   infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party; or

      (ii)   fail to comply with any applicable law;

(g)   as provided by Contractor, the Software and Services do not and will not at any time during the Term contain any:

(i)   Harmful Code; or

(ii)   Third party or Open-Source Components that operate in such a way that it is developed or compiled with or linked to any third party or Open-Source Components, other than Approved Third Party Components specifically described in a Statement of Work.

(h)   all Documentation is and will be complete and accurate in all material respects when provided to the State such that at no time during the license term will the Software have any material undocumented feature; and

(i)   it will perform all Services in a timely, skillful, professional and workmanlike manner in accordance with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under this Contract and will devote adequate resources to meet Contractor's obligations under this Contract;.

(j)   when used in the Operating Environment (or any successor thereto) in accordance with the Documentation, all Software as provided by Contractor, will be fully operable, meet all applicable specifications, and function in all respects, in conformity with this Contract and the Documentation;

(k)   Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third party software provider for any reason whatsoever;

(l)   no Maintenance Release or New Version, when properly installed in accordance with this Contract, will have a material adverse effect on the functionality or operability of the Software.

(m)   all Configurations or Customizations made during the Term will be forward-compatible with future Maintenance Releases or New Versions and be fully supported without additional costs.

(n)   If Contractor Hosted:
(i)   Contractor will not advertise through the Hosted Services (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;

(ii)   the Software and Services will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Contract, including the Availability and Availability Requirement provisions set forth in the Service Level Agreement;

(iii)   all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Hosted Services have any material undocumented feature;

(o)   During the Term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Software or with the Hosted Services, if applicable, will apply solely to Contractor or its Permitted Subcontractors. Regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State Systems or networks.

29.4   Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THIS CONTRACT.

30. Offers of Employment. During the first twelve (12) months of the Contract, should Contractor hire an employee of the State who has substantially worked on any project covered by this Contract without prior written consent of the

State, the Contractor will be billed for fifty percent (50%) of the employee's annual salary in effect at the time of separation. Notwithstanding the foregoing, to "knowingly" solicit, recruit or hire within the meaning of this provision does not include, and therefore does not prohibit, solicitation, recruitment or hiring of a State employee by the Contractor, if the State employee was identified by such entity solely as a result of the State employee's response to a general advertisement by such entity in a publication of trade or industry interest or other similar general solicitation by such entity.

31. Conflicts and Ethics. 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 Permitted Subcontractor that provides Services and Deliverables in connection with this Contract.

32. Compliance with Laws. Contractor, its subcontractors, including Permitted Subcontractors, and their respective Representatives must comply with all laws in connection with this Contract.

33. Nondiscrimination. 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.

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

35. Governing Law. 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.

36. Non-Exclusivity. 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.

37. Force Majeure

37.1 Force Majeure Events. Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a "**Force Majeure Event**"), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

37.2 <u>State Performance; Termination</u>. In the event of a Force Majeure Event affecting Contractor's performance under the Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate the Contract by written notice to Contractor if a Force Majeure Event affecting Contractor's performance hereunder continues substantially uninterrupted for a period of five (5) Business Days or more. Unless the State terminates the Contract pursuant to the preceding sentence, any date specifically designated for Contractor's performance under the Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

37.3 <u>Exclusions; Non-suspended Obligations</u>. Notwithstanding the foregoing or any other provisions of the Contract or this Schedule:

(a)   in no event will any of the following be considered a Force Majeure Event:

(i)   shutdowns, disruptions or malfunctions of Hosted Services or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Hosted Services; or

(ii)   the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event.

(b)   no Force Majeure Event modifies or excuses Contractor's obligations under **Sections 21** (State Data), **22** (Non-Disclosure of Confidential Information), or **17** (Indemnification) of the Contract, Disaster Recovery and Backup requirements set forth in the Service Level Agreement, Availability Requirement (if Contractor Hosted) defined in the Service Level Agreement, or any data retention or security requirements under the Contract.

38. Dispute Resolution. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance. Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within fifteen (15) business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

39. Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

40. Severability. If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

41. Waiver. Failure to enforce any provision of this Contract will not constitute a waiver.

42. Survival. The rights, obligations and conditions set forth in this **Section 42** and **Section 1** (Definitions), **Section 16.3** (Transition Responsibilities), **Section 17** (Indemnification), **Section 19** (Disclaimer of Damages and Limitations of Liability), **Section 21** (State Data), **Section 22** (Non-Disclosure of Confidential information), **Section 29** (Contractor Representations and Warranties), **Section 53** (Effect of Contractor Bankruptcy) and **Schedule C** Insurance, and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration.

43. 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.

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

44. 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.

    44.1 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.

    44.2 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.

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

45. Contract Modification. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

46. HIPAA Compliance. If applicable, 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.

47. Accessibility Requirements.

    47.1 All Software provided by Contractor under this Contract, including associated content and documentation, must conform to WCAG 2.0 Level AA. Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for each product provided under the Contract. At a minimum, Contractor must comply with the WCAG 2.0 Level AA conformance claims it made to the State, including the level of conformance provided in any PAT. Throughout the Term of the Contract, Contractor must:

        (a)   take all reasonable efforts to ensure that no later than 12 months after full execution of this agreement Services will conform to the standards set forth in the Information Technology Council US Section 508 Voluntary Product Accessibility Template (VPAT) as well as the W3C Web Content Accessibility Guidelines 2.1 (WCAG 2.1 and meet or exceed the level of conformance provided in its written materials, including the level of conformance provided in each PAT;

        (b)   comply with plans and timelines approved by the State to achieve conformance in the event of any deficiencies;

(c)   ensure that no Maintenance Release, New Version, update or patch, when properly installed in accordance with this Contract, will have any adverse effect on the conformance of Contractor's Software to WCAG 2.0 Level AA;

(d)   promptly respond to and resolve any complaint the State receives regarding accessibility of Contractor's Software;

(e)   upon the State's written request, provide evidence of compliance with this Section by delivering to the State Contractor's most current PAT for each product provided under the Contract; and

(f)   participate in the State of Michigan Digital Standards Review described below.

42.2   <u>State of Michigan Digital Standards Review.</u> Contractor must assist the State, at no additional cost, with development, completion, and on-going maintenance of an accessibility plan, which requires Contractor, upon request from the State, to submit evidence to the State to validate Contractor's accessibility and compliance with WCAG 2.0 Level AA. Prior to the solution going-live and thereafter on an annual basis, or as otherwise required by the State, re-assessment of accessibility may be required. At no additional cost, Contractor must remediate all issues identified from any assessment of accessibility pursuant to plans and timelines that are approved in writing by the State.

42.3   <u>Warranty</u>. Contractor warrants that all WCAG 2.0 Level AA conformance claims made by Contractor pursuant to this Contract, including all information provided in any PAT Contractor provides to the State, are true and correct. If the State determines such conformance claims provided by the Contractor represent a higher level of conformance than what is actually provided to the State, Contractor will, at its sole cost and expense, promptly remediate its Software to align with Contractor's stated WCAG 2.0 Level AA conformance claims in accordance with plans and timelines that are approved in writing by the State. If Contractor is unable to resolve such issues in a manner acceptable to the State, in addition to all other remedies available to the State, the State may terminate this Contract for cause under **Section 16.1**.

42.4   Contractor must, 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 arising out of its failure to comply with the foregoing accessibility standards

42.5   Failure to comply with the requirements in this **Section 47** shall constitute a material breach of this Contract.

48.   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.

49. 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.

50. Headings. The headings in this Contract are for reference only and do not affect the interpretation of this Contract.

51. 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.

52. Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract may give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be

available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section.

53. Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Contract are and will be deemed to be rights and licenses to "intellectual property," and all Software and Deliverables are and will be deemed to be "embodiments" of "intellectual property," for purposes of, and as such terms are used in and interpreted under, Section 365(n) of the United States Bankruptcy Code (the "**Code**"). If Contractor or its estate becomes subject to any bankruptcy or similar proceeding, the State retains and has the right to fully exercise all rights, licenses, elections, and protections under this Contract, the Code and all other applicable bankruptcy, insolvency, and similar laws with respect to all Software and other Deliverables. Without limiting the generality of the foregoing, Contractor acknowledges and agrees that, if Contractor or its estate will become subject to any bankruptcy or similar proceeding:

a.   all rights and licenses granted to the State under this Contract will continue subject to the terms and conditions of this Contract, and will not be affected, even by Contractor's rejection of this Contract.

54. Schedules. All Schedules that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Pricing Schedule
Schedule C	Insurance Schedule
Schedule D	Service Level Agreement
Schedule E	Data Security Requirements
Schedule F	Disaster Recovery Plan (if Contractor Hosted)
Schedule G	Transition Plan

55. Counterparts. This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Contract. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission (to which a signed copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

56. Entire Agreement. These Terms and Conditions, including all Statements of Work and other Schedules and Exhibits (again collectively the "Contract") constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the Terms and Conditions, the Schedules, Exhibits, and a Statement of Work, the following order of precedence governs: (a) first, these Terms and Conditions and (b) second, Schedule E – Data Security Requirements and (c) third, each Statement of Work; and (d) fourth, the remaining Exhibits and Schedules to this Contract. NO TERMS ON CONTRACTOR'S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

SCHEDULE A - STATEMENT OF WORK

1.   DEFINITIONS

The following terms have the meanings set forth below. All initial capitalized terms that are not defined in this Schedule shall have the respective meanings given to them in Section 1 of the Contract Terms and Conditions.

Term	Definition
ADA	Americans with Disabilities Act
ASL	American Sign Language
CART	Communication Access Realtime Translation
DTMB	Department of Technology, Management, and Budget
LEO	Department of Labor and Economic Opportunity
PAT	Product Accessibility Template
SOM	State of Michigan
VPAT	Voluntary Product Accessibility Template

2.   BACKGROUND

With the Governors stay at home order, because of COVID-19, virtual career fairs are a better way to host career fairs and events while maintaining social distancing. From diversity and location-based hiring to internal mobility, virtual career fairs can take on many forms and are highly effective in connecting qualified candidates with recruiters for a conversation that takes place online. With a virtual career fair platform, you can have one-on-one chats or conduct video presentations all within the event framework. This will attract more job seekers and employers.

PURPOSE

The State is seeking a *Contractor Hosted* Software Solution and applicable Services.

3.   IT ENVIRONMENT RESPOSIBILITIES

For a Contractor Hosted Software Solution:

Definitions:

Facilities – Physical buildings containing Infrastructure and supporting services, including physical access security, power connectivity and generators, HVAC systems, communications connectivity access and safety systems such as fire suppression.

Infrastructure – Hardware, firmware, software, and networks, provided to develop, test, deliver, monitor, manage, and support IT services which are not included under Platform and Application.

Platform – Computing server software components including operating system (OS), middleware (e.g., Java runtime, .NET runtime, integration, etc.), database and other services to host applications.

Application – Software programs which provide functionality for end user and Contractor services.

Storage – Physical data storage devices, usually implemented using virtual partitioning, which store software and data for IT system operations.

Backup – Storage and services that provide online and offline redundant copies of software and data.

Development - Process of creating, testing and maintaining software components.

Component Matrix	Identify contract components with contractor or subcontractor name(s), if applicable
Facilities	
Infrastructure	
Platform	Amazon Web Services
Application	Brazen Online Platform
Storage	
Backup	
Development	

4. ADA COMPLIANCE

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites and software applications. All websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution must comply with Level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

Contractor must provide, a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for the Solution. If the Solution is comprised of multiple products, a PAT must be provided for each product. In addition to PATs, Contractors may include a verification of conformance certified by an industry-recognized third-party. If the Contractor is including any third-party products in the Solution, Contractor must obtain and provide the third-party PATs as well.

Each PAT must state exactly how the product meets the specifications. All "Not Applicable" (N/A) responses must be fully explained. Contractor must address each standard individually and with specificity; and clarify whether conformance is achieved throughout the entire product (for example – user functionality, administrator functionality, and reporting), or only in limited areas. A description of the evaluation methods used to support WCAG 2.0 Level AA conformance claims, including, if applicable, any third-party testing, must be provided. For each product that does not fully conform to WCAG 2.0 Level AA, Contractor must provide detailed information regarding the plan to achieve conformance, including timelines.

Contractor makes all reasonable efforts to ensure its websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution comply with Level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor must maintain accessibility on core chat features via screen readers (specifically JAWS) and keyboard navigation.

To accommodate individuals with color blindness, Contractor's platform gives the hosts the ability to customize the colors in the events to be set to contrasting colors.
All chats can be text-based, which doesn't require audio. If a user is invited to video chat, they have the option to continue via a text-based chat. For events featuring a live video broadcast, users can enable closed captioning. Contractor's site guides users through each action with step by step guidance and includes links to instructional text where appropriate. Additionally, Contractor has a dedicated support team for all users of the platform including customers, attendees, or third-party users (end-users), including user support documentation and videos available on the website.

5. USER TYPE AND CAPACITY

Type of User	Access Type	Number of Users	Number of Concurrent Users
Public Citizen	Read and Write	30,000	500
State Employee	Read, Write, and Administrative	100+	50
Employers	Read and Write	2000+	100
Other	Read and Write	100+	30

Contractor Solution must meet the expected number of concurrent Users. The current verified limit for concurrent attendees is 2,000 concurrent attendees by default. This capacity can be increased to 4,000 concurrent attendees in coordination with Contractor's account management team. Max concurrent representatives is 400, and employer booths is 175. Contractor can support all of the above.

Bandwidth:
A minimum of 350Kbps available bandwidth per stream is recommended. A stream is any incoming or outgoing video source.

Example: an Interactive Broadcast with a Host, a Presenter, and the Presenter's shared screen is three streams, so each Host and Presenter should have at least 3×350Kbps available bandwidth.

6.   ACCESS CONTROL AND AUTHENTICATION

Contractor provisions administrator accounts upon email request by the client directly to the Contractor's accounts team. Once the accounts are provisioned, the account holder will receive an email notification to login. All Administrator accounts can have Multi-Factor Authentication enabled if the client chooses. Any administrator can add new representatives to events directly. All users - representatives or administrators -- are required to create a Brazen account with an email and password. Alternatively, the client can leverage Single Sign On.

7.   DATA RETENTION AND REMOVAL

The Contractor will need to retain all data for the entire length of the Contract plus 30 days unless otherwise directed by the State. The State will have access to State data on demand via their own administrative portal(s) and can access it any time throughout their contractual term and can make a request for data to be sent to them up to 30 days after the term ends.

The State will need the ability to demand the deletion of data, even data that may be stored off-line or in backups. The State can make demands at any time for data to be deleted and Contractor will comply with the demand within 24 hours.

As a cloud provider, all data is stored via Contractor's AWS instance. Data is stored and accessible while the client maintains an active term. Once an active term is no longer maintained (client does not renew term), Brazen can under its terms delete the account and all corresponding data. If client needs Brazen to store data longer than its active term, Brazen must maintain data for 30 days after the Term ends.

8.   END USER AND IT OPERATING ENVIRONMENT

The SOM IT environment includes X86 VMware, IBM Power VM, MS Azure/Hyper-V and Oracle VM, with supporting platforms, enterprise storage, monitoring, and management running in house and in cloud hosting provides.

Contractor must accommodate the latest browser versions (including mobile browsers) as well as some pre-existing browsers. To ensure that users with older browsers are still able to access online services, applications must, at a minimum, display and function correctly in standards-compliant browsers and the state standard

browser without the use of special plugins or extensions. The rules used to base the minimum browser requirements include:

• Over 2% of site traffic, measured using Sessions or Visitors (or)
• The current browser identified and approved as the State of Michigan standard

This information can be found at https://www.michigan.gov/browserstats. Please use the most recent calendar quarter to determine browser statistics. For those browsers with over 2% of site traffic, except Internet Explorer which requires support for at minimum version 11, the current browser version as well as the previous two major versions must be supported.

Contractor must support the current and future State standard environment at no additional cost to the State.

Interactive Broadcasts & 1-on-1 Video Chats
Broadcast Hosts and Presenters participate in an Interactive Broadcast. They will see incoming video in real time and have the ability to share their video, audio, and screen. Interactive Broadcasts are delivered using WebRTC. These are the same requirements for users engaging in 1-on-1 video chats.

Hardware:
BrazenLive and 1-on-1 video chats require access to each user's camera and microphone. Users are prompted for this access when using BrazenLive or entering a 1-on-1 chat.

Supported Browsers:
All modern browsers which support WebRTC, including the latest versions of:
- Chrome (desktop and mobile) Version 83 and higher for Windows
- Safari (desktop and mobile; screen sharing feature is limited)
- Firefox
- MS Edge

Bandwidth:
A minimum of 350Kbps available bandwidth per stream is recommended. A stream is any incoming or outgoing video source.

Example: an Interactive Broadcast with a Host, a Presenter, and the Presenter's shared screen is three streams, so each Host and Presenter should have at least 3×350Kbps available bandwidth.

Required Domains:
Users' browsers must be able to reach the following domains directly, in addition to the standard Brazen Connect domains:
- *.tokbox.com
- *.opentok.com

Ports:
BrazenLive automatically negotiates the best possible route for multimedia traffic. Clients must be able to send and receive TCP traffic on port 443. We also highly recommend allowing traffic on UDP port 3478, as UDP's speed-over-reliability approach is much better suited to streaming multimedia.

WebSockets:
WebSockets are recommended, but not required, for BrazenLive. Certain metadata, such as other users' connectivity status, is relayed over a WebSocket connection and is lost when this connection type is blocked.

Proxies:
BrazenLive works as normal through transparent proxies. Proxies which inspect and or alter traffic may interfere with BrazenLive. Please ask your account manager for more details.

Live Streaming:
Broadcast viewers see BrazenLive as a Live Stream. This is a single consolidated video showing all Hosts and Presenters, along with any shared screens. Live Streams are delayed by roughly 15 seconds. Live Stream viewers are not given the option to broadcast video or audio. Because Live Streams are delivered over HTTP Live Streaming, they have much less stringent technical requirements.

Hardware:
No hardware requirements

Supported Browsers:
All modern browsers, including the latest versions of:
- Chrome (desktop and mobile)
- Safari (desktop and mobile)
- Firefox
- MS Edge
- IE11

Bandwidth:
Live Stream viewers always receive exactly one incoming stream and never have outgoing streams of their own. A minimum of 350Kbps available bandwidth is recommended.

Required Domains:
Users' browsers must be able to reach the following domains directly, in addition to the standard Brazen Connect domains:
- *.tokbox.com
- *.opentok.com

Ports:
No port requirements

WebSockets:
Live streaming does not require WebSockets.

Proxies:
HTTP Live Streaming is treated as normal HTTP traffic and should not be affected by proxies.

IP Whitelist
All Vonage video communication will occur on the following set of IP ranges:

54.69.125.241/32
74.201.205.0/25
72.251.224.0/25
72.251.228.0/25
95.172.84.0/25
117.20.41.128/25
52.41.63.240/28
52.200.60.16/28
52.51.63.16/28
54.250.250.208/28
52.65.127.192/27
52.66.255.192/27
54.89.253.64/28
35.158.127.224/28
34.218.216.144/28
13.251.158.0/28
52.213.63.176/28
99.80.88.240/28
3.123.12.128/28
34.223.51.192/27
34.223.51.224/27
3.214.145.96/27
3.234.232.160/27
34.222.66.96/28
99.79.160.16/28
18.202.216.0/28
18.139.118.176/28
3.248.234.48/28
44.232.236.96/27
3.127.48.224/28
3.248.243.144/28
3.234.248.80/28
3.248.244.96/27
18.156.18.0/27
18.180.159.224/27

18.141.165.128/27
3.7.161.0/26
3.7.161.48/28
18.179.48.208/28
3.25.48.192/28
18.157.71.112/28
3.235.255.176/28
44.234.90.64/28
15.228.1.16/28
168.100.64.0/18

Contractor regularly updates its software to enhance the user experience and add in additional value-driven features.

Every release is documented and available for customer access directly on Contractor's support page.

In addition to release notes, major updates (large new features like Group Chat that will be coming in mid 2021) will be supported by mass emails to all account administrators and direct communication from the Contractor's accounts team.

Customers are able to submit improvement requests or change requests at any time through Contractor's support portal or by communicating this directly to their Account Manager or Customer Success Manager. These requests are submitted through a ticketing system to be viewed/evaluated and prioritized by Contractor's product team. Maintenance is normally scheduled on Saturdays from 6 pm ET - 12 am Sunday ET.

9. SOFTWARE

Software requirements are identified in **Schedule A – Table 1 Business Specification Worksheet.**

Contractor must provide a list of any third party components, and open source component included with or used in connection with the deliverables defined within this Contract. This information must be provided to the State on a quarterly basis and/or if a new third party or open source component is used in the performance of this Contract.

Look and Feel Standards

All software items provided by the Contractor must adhere to the State of Michigan Application/Site standards which can be found at https://www.michigan.gov/standards.

Mobile Responsiveness

If the software will be used on a mobile device as define in Schedule A – Table 1, Business Specification Worksheet, the Software must utilize responsive design practices to ensure the application is accessible via a mobile device.

SOM IT Environment Access

Contractor must access State environments using one or more of the following methods:

- State provided VDI (Virtual Desktop Infrastructure).
- State provided and managed workstation device.
- Contractor owned and managed workstation maintained to all State policies and standards.
- Contractor required interface with State systems which must be maintained incompliance with State policies and standards as set forth in **Schedule E – Data Security Requirements**.

Contractor must identify any unique software requirements to full fill the terms of the Contract.

Brazen is a cloud based platform and with software accessible throughout the term of the subscription.

Bidder must identify any third party components, including open source components included with or used in connection with the proposed Solution.

All mobile devices with an internet connection are compatible with Contractor's platform. Brazen is accessible via any mobile device with an internet browser. All functionality within Contractor's web based platform can be performed on a mobile device.

Contractor is the sole owner and creator of the Brazen online platform. The latest release, in June 2021, is version 9.2. Contractor's online platform includes full on demand administrator access to build and manage any event, at any time. Contractor has 24/7 live support, on demand content and resources for administrators, event hosts, and end users. Contractor's technology allows for one-on-one interactions via text, video and audio, as well as the ability to host live video broadcast presentations (and group video chat is coming shortly). Administrators have the ability to build custom landing pages to drive potential attendees to learn about each event and register directly through the platform. Administrators also have the ability to include both built in SSO options (LinkedIn, Facebook, etc.) as well as include their own SSO. Administrators create custom registration forms that can be customized per event.

Employers have the ability to build out their own booths on demand, including customizable content, video uploads, links, etc. Reps from the companies can pre-source candidates and invite them to their booths or to a scheduled chat. Contractor provides on-demand training for all end users, and a library of resources available on-demand via Contractor's support site. Administrators can control what users have access to which functionality. All users have full access to their conversations, and other data indefinitely post-event. Both administrators and employers (with admin permission) have the option to directly download reports.

Reporting includes information such as rep ratings, chat durations, each chat between each rep and candidate, all candidate registration information, a zip file of all resumes, recordings of live broadcasts, scheduled chat and video and audio chat reporting per individual and per chat, booth engagement reports showing who visited which booth and when, among other information.

Employer booths can be copied from any Brazen event to any other Brazen event. Administrators have a dedicated account manager and customer success manager who manage the account, provide support, guidance, and all of the tools necessary to ensure success. If the State needs configuration or scalability, Contractor has the capacity, necessary resources, and proven experience to make it happen seamlessly, efficiently, and effectively.

10. INTEGRATION

There are no integration requirements for this project.

11. MIGRATION

There are no data migration requirements for this project.

12. TRAINING SERVICES

The State will require, at a minimum, the following Online Training sessions:

5 – one hour End User Training Sessions (approximately 50 users per class).
3 – one hour Administrator Training Sessions (approximately 10 users per class).
12 – half hour System Update Training Sessions (approximately 50 users per class).

The Contractor must provide administration and end-user training for implementation, go-live support, and transition to customer self-sufficiency.

Contractor has live daily administrator training sessions, live bi-weekly training sessions for both booth owners and reps, which is all web based and accessible to anyone with an internet connection. These sessions are between 30 minutes to an hour, depending on the type of training. Administrators are also able to request private training sessions as well, which the Contractor team will evaluate and schedule on a per request basis. The go-live schedule/training information is also below:

Training: Contractor will provide an introduction call to meet the team and custom training for your team at the following levels:

- Intro Call
  - Meeting of our teams, sharing the onboarding process, and scheduling training to map to the date of your first event.
- Administrator Training
  - Your Implementation Specialist will teach your team how to create and manage success events in Brazen including but not limited to creating events, customize registration, create/manage booths, and branding them to your organization.
- Marketing Call

- o Your Account Manager will share best practices for how to promote your event to hit the attendance numbers you want and answer other marketing/branding questions.
- Representative Training
  - o These live training sessions occur twice a week so any representative presenting in an event is trained by our team. Recorded videos are also available so there is always a resource available.
- First Event Debrief
  - o Your Account Team will all join this with your team to debrief on your first event, sharing successes, covering lessons learned that could be improved on, and answering any questions your team may have so they feel confident using Brazen going forward.
- Monthly Check-ins
  - o Your Account Team will schedule monthly check-ins for continued support throughout our relationship.
- Quarterly Business Reviews
  - o Your Account Manager will bring YTD reporting and custom information to show you are receiving the ROI you expect with the Brazen Platform.

Support: Continued support is provided in three ways.

1. Dedicated Account Team
   - You will be assigned an Account Manager and Customer Success Manager, available via direct email and phone for specific use questions, account training, reporting metrics, or any questions that you may have.
2. Support Team
   - Available for Admins via Live Chat 24/7 to support your Admin, Representatives, and Event Participants
3. Online Resources
   - Support articles covering all topics available 24/7 to your team for quick answers to common questions, often with short videos explaining topics, features, or use cases.

The state has had administrative access to the Brazen platform for over a year. There has been no need to bring on additional support, and the end-users have been supported since day one with on-demand training, live training, 24/7 live chat support, and support from both a dedicated Account Manager and Customer Success Manager. Contractor provides all guides and manuals and other resources at support.brazenconnect.com.

13. TRANSITION RESPONSIBILITIES

Please see Schedule G – Transition In and Out Plan.

14. DOCUMENTATION

Contractor must provide all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software.

Contractor must develop and submit for State approval complete, accurate, and timely Solution documentation to support all users, and will update any discrepancies, or errors through the life of the contract.

The Contractor's user documentation must provide detailed information about all software features and functionality, enabling the State to resolve common questions and issues prior to initiating formal support requests.

Contractor provides live training, on-demand training as requested, training videos, manuals, and an entire support site where everything can be accessed. The link to that site is here:
https://support.brazenconnect.com/hc/en-us

15. ADDITIONAL PRODUCTS AND SERVICES

N/A

16. CONTRACTOR PERSONNEL

Contractor Contract Administrator. Contractor resource who is responsible to(a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

Contractor
Name: Ryan Healy **Address:** 3033 Wilson Blvd. Suite #470. Arlington, VA 22201 **Phone:** 703-879-8029 **Email:** ryan@brazen.com

17. CONTRACTOR KEY PERSONNEL

Contractor Project Manager.   Contractor resource who is responsible to serve as the primary contact with regard to services who will have the authority to act on behalf of the Contractor in matters pertaining to the implementation services, matters pertaining to the receipt and processing of Support Requests and the Support Services.

Contractor
Name: Sarah Banever **Address:** 822 Old Clinton Rd, Westbrook CT 06498 **Phone:** 860-202-9132 **Email:** sarah.banever@brazen.com

Contractor Security Officer. Contractor resource who is responsible to respond to State inquiries regarding the security of the Contractor's Solution. This person must have sufficient knowledge of the security of the Contractor Solution and the authority to act on behalf of Contractor in matters pertaining thereto.

Contractor
Name: Kathryn Perciballi **Address:** 3033 Wilson Blvd. Suite #470. Arlington, VA 22201 **Phone:** 703-879-8029 **Email:** katie.perciballi@brazen.com

18. CONTRACTOR PERSONNEL REQUIREMENTS

Background Checks. Contractor must present certifications evidencing satisfactory Michigan State Police Background checks, ICHAT, and drug tests for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

19. STATE RESOURCES/RESPONSIBILITIES

The State will provide the following resources as part of the implementation and ongoing support of the Solution.

State Contract Administrator. The State Contract Administrator is the individual appointed by the State to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

State Contract Administrator
Name: Christopher Martin **Phone: 517-643-2833** **Email: martinc20@michigan.gov**

Program Managers. The DTMB and Agency Program Managers (or designee) will jointly approve all Deliverables and day to day activities.

DTMB Program Manager
Name: Nancy Palmateer
Phone: 517-881-1596
Email: palmateern@michigan.gov

Agency Program Manager
Name: Deborah Lyzenga
Phone: 517-243-8990
Email: lyzengad@michigan.gov

20. MEETINGS

At start of the engagement, the Contractor Project Manager must facilitate a project kick off meeting with the support from the State's Project Manager and the identified State resources to review the approach to accomplishing the project, schedule tasks and identify related timing, and identify any risks or issues related to the planned approach. From project kick-off until final acceptance and go-live, Contractor Project Manager must facilitate weekly meetings (or more if determined necessary by the parties) to provide updates on implementation progress. Following go-live, Contractor must facilitate monthly meetings (or more or less if determined necessary by the parties) to ensure ongoing support success.

The Contractor must attend the following meetings, at a location and time as identified by the state, at no additional cost to the State:
- Provide support for meetings with new sponsors for planned events.

Contractor has an extensive onboarding schedule that includes a kickoff call, marketing call, admin training, and a pre-event call. Contractor can add additional calls as requested by the State. Contractor will also have a monthly call with the state admins among other business review calls throughout the term.

21. PROJECT CONTROL & REPORTS

Once the Project Kick-Off meeting has occurred, the Contractor Project Manager will monitor project implementation progress and report on a weekly basis to the State's Project Manager the following:
- Progress to complete milestones, comparing forecasted completion dates to planned and actual completion dates
- Accomplishments during the reporting period, what was worked on and what was completed during the current reporting period.
- Indicate the number of hours expended during the past week, and the cumulative total to date for the project. Also, state whether the remaining hours are sufficient to complete the project.
- Tasks planned for the next reporting period
- Identify any existing issues which are impacting the project and the steps being taken to address those issues.
- Identify any new risks and describe progress in mitigating high impact/high probability risks previously identified.
- Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

There is built in on-demand reporting available for all administrators for all events, along with on-demand self-access to reporting for any time frame throughout the term. Contractor will also provide quarterly reviews to discuss consolidated reporting and discuss results. Since the State already uses Brazen, there may be no need for an additional onboarding process- but happy to provide it for any new admins. A list of available reports can be found here: https://support.brazenconnect.com/hc/en-us/articles/360044211314-Download-event-reports

22. PROJECT MANAGEMENT

The Contractor Project Manager will be responsible for maintaining a project schedule (or approved alternative) identifying tasks, durations, forecasted dates and resources – both Contractor and State - required to meet the timeframes as agreed to by both parties.

Changes to scope, schedule or cost must be addressed through a formal change request process with the State and the Contractor to ensure understanding, agreement and approval of authorized parties to the change and clearly identify the impact to the overall project.

SUITE Documentation

In managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable State Unified Information Technology Environment (SUITE) methodologies, or an equivalent methodology proposed by the Contractor.

SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet customer expectations. SUITE is based on industry best practices, including those identified in the Project Management Institute's PMBoK and the Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient, effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

While applying the SUITE framework through its methodologies is required, SUITE was not designed to add layers of complexity to project execution. There should be no additional costs from the Contractor, since it is expected that they are already following industry best practices which are at least similar to those that form SUITE's foundation.

SUITE's companion templates are used to document project progress or deliverables. In some cases, Contractors may have in place their own set of templates for similar use. Because SUITE can be tailored to fit specific projects, project teams and State project managers may decide to use the Contractor's provided templates, as long as they demonstrate fulfillment of the SUITE methodologies.

Milestones/Deliverables for Implementation

Milestone Event	Associated Milestone Deliverable(s)	Schedule	
Project Planning	Project Kickoff	Contract Execution + 7 calendar days	N/A
Requirements and Design Validation Installation and Configuration of software, and Acceptance	Validation sessions, Final Requirement Validation Document, Final Design Document, Final Implementation Document	Execution + 14 calendar days	$1000 per day for missing Go-Live
Post Production Warranty	Included in the cost of Solution.	Production + 30 calendar days	N/A
Production Support Services	Ongoing after Final Acceptance.	Ongoing	N/A

23. ADDITONAL INFORMATION

The State reserves the right to purchase any additional services or products from the Contractor during the duration of the Contract.

24. TESTING

Software will not be subject to the Acceptance terms of the Terms and Conditions of this Contract. The State acknowledges that this is a SaaS offering and accepts the platform without additional formal testing.

SCHEDULE A – TABLE 1 - Business Specification Worksheet

Instructions for Completing the Business Specifications Worksheet

Contractors must respond to each business Specification on how they will meet the requirements in the document provided. Contractor must not alter the document.

The Business Specifications Worksheet contains columns and is defined as follows:

Column A: Business Specification number.
> **NOTE:**
> - If there is a "**Mandatory Minimum**" section included in the Business Specifications Worksheet, any items listed under this section must be met by the Contractor to avoid disqualification. Further, Contractor must provide adequate documentation to support such Mandatory Minimum requirements.
> - The "**Required**" section of the Business Specifications Worksheet lists items that the State requires to be part of the Solution. "Required" items will be evaluated and scored upon per the State evaluation process.
> - The "**Optional**" section of the Business Specifications Worksheet lists items that are not required at the time of the solicitation but may be desired by the State in the future. Such "Optional" items will be evaluated and used in a best value award recommendation

Column B: Business Specification description.

Column C: Contractor must indicate how it will comply with the business Specification. Contractor must enter **"Y"** to one of the following:

> - **Current Capability –** This capability is available in the proposed Solution with no additional configuration or cost
> - **Requires Configuration –** This capability can be met through Contractor-supported changes to existing settings and application options as part of the initial implementation at no additional cost (e.g., setting naming conventions, creating user-defined fields).
> - **Customizations to Software Required** – The requirement can be met through Contractor modifying the underlying source code, which can be completed as part of the initial implementation.
> - **Future Enhancement –** This capability is a planned enhancement to the base software and will be available within the next 12 months of contract execution at no additional cost.
> - **Not Available –** This capability is not currently available, and a future enhancement is not planned.

> **NOTE:** Configuration is referred to as a change to the Solution that must be completed by the awarded Contractor prior to Go-Live but allows an IT or non-IT end user to maintain or modify thereafter (i.e. no source code or structural data model changes occurring).

> Customization is referred to a modification to the Solution's underlying source code, which can be completed as part of the initial implementation. All configuration changes or customization modifications made during the term of the awarded contract must be forward-compatible with future releases and be fully supported by the awarded Contractor without additional costs.

> Contractor shall understand that customizations (i.e. changes made to the underlying source code of the Solution) may not be considered and may impact the evaluation of the Contractor's proposal.

Column D: __The Contractor must also fully disclose how they will meet the requirements in their proposal response__. This column is for Contractor to describe how they will deliver the business Specification and if the Contractor proposes configurations or customizations, the Contractor must explain the details of the impacted risk that may be caused if configured or customized to meet the business Specification. Description must be no more than 250 words for each business Specification.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Contractor to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification.
MANDATORY MINIMUM							
1.	Must have a minimum capability of 30 employers per event.	Y					Our capacity is currently 175
2.	Must allow unlimited number of job candidates per event - but with the ability to close registrations, if needed.	Y					Brazen has the ability for admins to cap signups. There is a current limit of 2000 concurrent attendees in line or chatting
3.	Must have minimum of 30 "Booths" with customizable content, (landing screen, ability to add videos, schedule chats, etc.).	Y					The max number of booths per event is currently 175. All other minimums are available as well.
4.	Must allow Employers to create an opportunities/job list (and the ability to add content, requirements for each job).	Y					This is available in the platform
5.	Must provide accessibility and must support industry standard accessibility technology, including but not limited to industry standard screen readers, CART and ASL interpreters, and must comply with the State's WCAG 2.0 Level AA or higher requirements (ADA Compliance).	Y					Most components of the Brazen platform meet accessibility standards and others are currently being remediated for full compliance. More information can be found here: https://support.brazenconnect.com/hc/en-us/articles/360049986973#h_56fd506b-9a12-4710-a3a7-858af4bf6828.
6.	Must allow Administrative Access at the State level to oversee all actions.	Y					This is available
7.	Must provide Live Chat Tech Support - available 8 am to 8 pm - Seven days a week, excluding holidays.	Y					Brazen's live support is 24/7, including holidays
REQUIRED							
8.	Must have the ability to create templates for events.	Y					Available
9.	Must provide multiple event templates: Peer Networking, Mixed Networking, Open House, Expo.	Y					Available
10.	Must have organization of events that provides at-a-glance data (or appropriate dashboard).	Y					Available

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Contractor to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification.
11.	Must allow customizable branding (specific to each event).	Y					Available
12.	Must have the option of default and custom landing screens.	Y					Available
13.	Must have the ability to add multiple Employer and sponsor logos (Tiered).	Y					Available
14.	Must offer customizable Event Welcome Video.	Y					Available
15.	Must generate reports with details about participant registration, attendance, and chats for all events within a specified date range.	Y					Available
16.	Must provide a report of Event Participants - A list of all users currently registered for an event, including their registration data. During an event, this report must be updated in real time with attendance information.	Y					Available
17.	Must create a Participant Registration Documents (.zip) file - A ZIP archive that contains all the embedded documents (e.g., resumes, CVs, etc.) that were uploaded as part of an event registration	Y					Available
18.	Must have the ability to capture Representative Ratings – Post Event Report - A complete list of chats that representatives had during the event, and the rating assigned to the chat by representative.	Y					Available

A	B	C					D
Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Future Enhancement**	**Not Available**	**Contractor to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification.**
19.	Must provide After Event Analytics: • Number of participants • Number chats (scheduled and queued) • Evaluations from each employer (multiple representatives) • Job candidates - ratings. • Surveys post event to employers and job seekers. • Social media tracking.	Y					Available
20.	Must allow employers to insert link to company website - Career Site Plugin.	Y					Available
21.	Must have a FAQ Library.	Y					Available on our support site
22.	Must control what users can use to login and register for events.	Y					Available
23.	Must have customizable event Instructions displayed on event landing page.	Y					Available
24.	Must have the ability to showcase/promote employers for participation, sponsorships, etc.	Y					Available
25.	Must have Multi-Event Package Promotion (related to sponsorships).	Y					Available - along with how-to guides
26.	Must have the ability to edit, manage and customize the job candidate registration form to include document and photo upload.	Y					Available https://support.brazenconnect.com/hc/en-us/articles/360043667513-Create-and-Edit-Registration-Forms

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Contractor to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification.
27.	Must have ability to manage registration confirmations, event reminders, add to calendar functions, and share with social media network functions.	Y					Available
28.	Must have ability to customize text messages and email notifications to registrants.	Y					text message reminders are not currently customizable https://support.brazenconnect.com/hc/en-us/search?utf8=%E2%9C%93&query=reminders
29.	Must have ability provide "Google Analytics" or equivalent per event.	Y					Available- https://support.brazenconnect.com/hc/en-us/articles/360044206314-How-do-I-use-Google-Analytics-
30.	Must have ability to provide Tracking pixels per event.	Y					Available
31.	Must have Employer-managed, scheduled chats.	Y					Available- https://support.brazenconnect.com/hc/en-us/articles/360060008834-Allow-Scheduled-Chats-for-Representatives-#about
32.	Must have the ability to create Tracking Links per event.	Y					Available - https://support.brazenconnect.com/hc/en-us/articles/360043237953-Create-and-Use-Tracking-Links
33.	Must have the ability for Reps to invite Registrants to their booth.	Y					Available - https://support.brazenconnect.com/hc/en-us/articles/360053748393-Search-Invite-Registrants
34.	Must have live registrations URL for Job Candidates and Employers for each event.	Y					Available
35.	Must have a Discussion Feed during events (open networking).	Y					Available: https://support.brazenconnect.com/hc/en-us/articles/360044724793-Discussion-Feed
36.	Must have Text Chat with video & audio.	Y					Available: https://support.brazenconnect.com/hc/en-us/articles/360048560453-Video-Audio-Chats

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Contractor to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification.
37.	Must have Employer Booth set-up to include: • Content • Booth Tags • Ownership • Minimum of 6 Social URLs • Logo Image • Employer organizational video	Y					Available
38.	Must provide a Contact email - a blind email address participants can use if they have questions about the event.	Y					Available
39.	Must provide an Information URL - a site to direct participants who are looking for more information about an Employer.	Y					Available
40.	Must have the ability to include a quote, a testimonial, or a tagline specific to Employer or the event.	Y					Available
41.	Must provide platform tech support for employers.	Y					Available - including 24/7 live chat, email support
42.	Must provide quick chat support for employers during events.	Y					Available
43.	Must have Priority Chat/Video for those best matching the job based upon answers to Employer entered questions for each job opportunity.	Y					Available https://support.brazenconnect.com/hc/en-us/articles/221656407-Add-Opportunities-Screening-Questions-to-a-Booth
44.	Must have the ability to manage event Registrants information to include changing peer group and deleting registrations.	Y					Available

	A	B	C					D
	Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Contractor to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification.
	45.	Must have ability to broadcast messages during the event (to communicate with employers and/or participants)	Y					Available_ https://support.brazenconnect.com/hc/en-us/articles/360044733493-Broadcast-Messages
	46.	Must have the ability to configure/customize event language, i.e., job candidate vs. attendee or employer vs. event exhibitors	Y					You can build the event in any language (copy) and speak/ chat in any language. Full internationalization (ability to choose language per user) is being built in 2021
	47.	Must provide tech support meetings and minimum monthly training sessions at no charge.	Y					Available
	48.	Must have Employer/Job Candidate customized chat settings to include: • Chat duration • Multi-chat • Chat ratings.	Y					All Available
	49.	Service/Website must be available 24 hours a day, 7 days a week (except for scheduled downtime for maintenance per Schedule D).	Y					Available
	50.	System must allow a minimum of Five (5) Admin users.	Y					Available
	51.	Must allow up to Seven (7) events per week.	Y					Available
	52.	Must allow unlimited participant signups.	Y					Available
	53.	Must have the ability to "clone" booths from one event to another.	Y					Available
	54.	Must provide the ability for a person to identify needed accommodations when registering for an event	Y					Can add this to registration form. Candidates can use assisted devices with the platform.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Contractor to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification.
55.	Must provide responsive design that scales for any device: Computer Screens, Tablets,	Y					Available
Optional		Y					
56.	System should have the ability to translate content to common languages besides English.	Y					Users can use text-based, video or audio chat in any language. The Brazen platform supports non-Roman characters. Roughly 80% of all content displayed within the event is input by the client and clients can input content into the system in any language, to include booth written copy, videos or landing page written copy. The remaining 20% of content displayed is part of the Brazen template (words like "Chat" or "Enter"). In 2021 and 2022, Brazen is launching its template in other common languages.
57.	System should have the ability to provide categorized data for all events. (.i.e. number of repeat employers, repeat job seekers)	Y					Available in reporting

Additional Information: Contractor also has the ability for the State, at no cost, to add SSO and API integrations with existing State systems and software, to allow data to be passed back and forth from the state system(s) to Contractor's platform and to allow users to easily log into the platform using existing State issued credentials. Contractor also has social media SSO options for users (an option that the State is currently utilizing).

SCHEDULE B – PRICING

Table A – Subscription Pricing Model

Premium	Units	Unit Price	Annual Price	Total Price
User Seats	6	$5,000	$30,000	
Reps (per year)	5000	$38.00	$190,000	
Reps Per Year (FREE)	500	$0.00	$0.00	
		1-Year	$165,000	$165,000
		2-Year	$165,000	*$330,000*
		3-Year	$165,000	*$495,000*
		4-Year	$165,000	*$660,000*
		5-Year	$165,000	*$825,000*
* Annual Invoicing				

Brazen Premium

Open House, Expo Module, Networking Module

Unlimited Events

Unlimited Signups

Unlimited Events Per Month

1:1 Chat with Multi-Chat

1:1 Audio/Video Chat

Scheduled Chat

Video Broadcast Booths

Group Video Chat

On-Demand Training & Onboarding

Live Event Support 24/7

API/SSO

Dedicated Account Manager

Dedicated Customer Success Manager

Travel and Expenses
The State does not pay for overtime or travel expenses.

SCHEDULE C - INSURANCE SCHEDULE

<u>Required Coverage</u>.

 1.1   **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; (ii) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (iii) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> $1,000,000 Each Occurrence $1,000,000 Personal & Advertising Injury $2,000,000 Products/Completed Operations $2,000,000 General Aggregate Limit	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 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimal Limits:</u> $1,000,000 Each Occurrence $1,000,000 Annual Aggregate	Policy must cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

 1.2   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 Activities; (ii) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; 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.

1.3   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.

1.4   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 D - SERVICE LEVEL AGREEMENT

1. Definitions

The following terms shall have the following respective meanings:

1.1   "Event" is an online gathering that includes registration before the event begins and activities between the event's start and end time.

1.2   "Live Event" is the duration of time between the event's scheduled start time and its end time.

1.3   "Application" is the application suite provided by Brazen to Customers to create, manage and execute Events.

1.4   "Critical Application Functionality" covers these Application functions: Login, Create Event Registration, Participate in Chat, Rate a Chat, View Event Lobby and View Booths.

1.5   "Supporting Application Functionality" covers these Application functions: View Chat History, Edit Event Registration, Edit Event Design, Edit Event Content, Edit Booth Settings, Edit Booth Content, Edit Booth Representatives, Edit Opportunities, Preview Event Landing Screen, Preview Booth Screen, Download Event Registration CSV Report, View Event Statistics Report, View Line Activity Report.

1.6   "Event Services" includes both "Critical Application Functionality" and "Supporting Application Functionality."

1.7   "Customer" means the individual or organization with whom Brazen has a signed contract to provide Event Services.

1.8   "Scheduled Maintenance Window" is the time during which the Event Services are not required to be available in accordance with the following schedule, which schedule Brazen may change from time to time upon reasonable notice to Customer:

Period	Duration of Scheduled Downtime	Time Period
Weekly	6 hours	Saturdays 6:00 PM to 11:59 PM US Eastern Time

Brazen is relieved of its duty to provide the Services only if it has elected to schedule maintenance during the Scheduled Maintenance Window.

1.9   "Unscheduled Maintenance" means maintenance performed (i) when, in Brazen's commercially reasonable discretion, it is necessary to avoid loss of Services, or (ii) during any downtime mutually agreed to with Customer to correct a situation that endangers Customer's ability to utilize the Services.

1.10   "Total Event Failure" means that greater of fifty percent (50%) of the total event attendees cannot access the Application during the Live Event, or Critical Application Functionality does not work for fifty percent (50%) of the Live Event duration.

1.11   "High Impact Event Failure" means that greater than twenty five percent (25%) of the total event attendees cannot access the Application during the Live Event, or Critical Application Functionality does not work for twenty five percent (25%) of the Live Event Duration.

1.12   "Partial Event Failure" means that greater than fifteen percent (15%) of the total event attendees cannot access the Application during the Live Event, or Critical Ap Application Functionality does not work for fifteen percent (15%) of the Live Event Duration.

1.13   "Standard Business Hours" means the time between 8 AM and 6 PM Eastern Standard Time on business days.

1.14   "Acknowledgment" is the act by Brazen support personnel to indicate to the Customer that Brazen has received the request. Acknowledgments are typically communicated via email or phone call.

1.15   "Start" is when Brazen support personnel start working a support request.

1.16   "Resolution" means that an issue has been conclusively settled or solved.

1.17   "Determination" means that a decision has been made regarding the prioritization of a feature request.

1.18   "Remedy Plan" means the plan produced by Brazen to remedy issues that impact "Service Availability" as defined in Brazen's service commitment.

1.19   "Event Value" is the pro-rated value of a single Event based on the Customer's total contract value.

1.20   "Contract Value" means the total value of the signed Customer contract.

2. Service Availability

2.1   Customer acknowledges that it will not be able to access Event Services during the Scheduled Maintenance Window on those occasions when maintenance is actually scheduled, or during Unscheduled Maintenance.

2.2   Brazen will, whenever and as soon as, possible provide advance notice to Customer of Unscheduled Maintenance that affects Customer. Brazen shall indicate to Customer the reasons for and duration of any Unscheduled Maintenance.

3. Support

3.1   On call support for Live Events will be available only during Standard Business Hours

3.2   Brazen will classify Customer service requests for all Application access issues using the following classes:

3.2.1   Critical
Event Services are unavailable.

Business Hours Resolution Goals	After Hours Resolution Goals
• 15 minute acknowledgment • 15 minute start • 1 day resolution	• 60 minute acknowledgment • 60 minute start • 1 day resolution

3.2.2   Major
Event Services are available but are either diminished or subject to constant interruption.

Business Hours Resolution Goals	After Hours Resolution Goals
• 15 minute acknowledgment • 15 minute start • 1-2 day resolution	• 60 minute acknowledgment • 60 minute start • 1-2 day resolution

3.2.3   Minor
Event Services are available but with less than perfect quality.

Business Hours Resolution Goals	After Hours Resolution Goals
• 15 minute acknowledgment • 30 minute start • 1-4 day resolution depending upon impact	• Support is not available after hours

3.2.4   Question
A Customer inquiry about Event Services (e.g. how do I reset by password).

Business Hours Resolution Goals	After Hours Resolution Goals
• 1 hour acknowledgment • 1 hour start • 1 resolution	• Support is not available after hours

3.2.5   Feature
A Customer request for new or enhanced Application functionality.

Business Hours Resolution Goals	After Hours Resolution Goals
• 1 hour acknowledgment • 1 day start • 1 week determination	• Support is not available after hours

4.   Service Commitment

Brazen warrants that it will provide Service Availability of at least 99%. "Service Availability" is the sum of hours that the Application is available divided by total hours in the measurement period, excluding any scheduled maintenance. Service Availability is measured on a calendar year-to-date basis based on data gathered by Brazen's monitoring systems via a process by which verifiable attempts shall be made periodically to access a standard URL within the Application. If an access test succeeds, then the Service and Application shall be deemed as available.

In the event that a Customer independently determines that System Availability has been measured at less than the Service Commitment, the Customer may communicate this problem in writing to Brazen, stating in detail the exact nature of the problem. Brazen will provide to the Customer a Remedy Plan within seven (7) business days from its receipt of such notice. The Customer will have the right to review and discuss the Remedy Plan with Brazen for a reasonable period of time. Upon mutual agreement to the Remedy Plan, Brazen will then execute that Remedy Plan.

5.   Remedies

5.1   Credits

5.1.1   If a Total Event Failure occurs, and Customer notifies Brazen within three (3) business days of the failure, the Customer will qualify for a credit equal to the Event Value.

5.1.2   If a High Impact Event Failure occurs, and Customer notifies Brazen within three (3) business days of the failure, the Customer will qualify for a credit equal to fifty percent (50%) of the Event Value.

5.1.3   If a Partial Event Failure occurs, and Customer notifies Brazen within three (3) business days of the failure, the Customer will qualify for a credit equal to fifteen percent (15%) of the Event Value.

5.2   Exceptions

5.2.1 Customer shall not earn any credit if the failure qualifying the Customer for a credit occurs

(i)   During any Scheduled Maintenance Window;

(ii)   During any Unscheduled Maintenance Window;

(iii)   Whenever Brazen has the right to suspend Customer's access to Event Services pursuant to the T&C Agreement;

(iv)   As the result of any occurrence, cause or event outside Brazen's reasonable control, which includes but is not limited to

a.   Any Force Majeure event under the T&C Agreement;

b.   Any failure of Customer's equipment or service;

c.   The result of the network equipment or network conditions between Brazen and the Customer's personal computers.

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SCHEDULE E – DATA SECURITY REQUIREMENTS

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.

"**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.).

"**Hosting Provider**" means any Permitted Subcontractor that is providing any or all of the Hosted Services under this Contract.

"**NIST**" means the National Institute of Standards and Technology.

"**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 Officer. Contractor will appoint a Contractor employee 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 Officer**").

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 State Data;

   b.   protect against any anticipated threats or hazards to the security or integrity of the State Data;

   c.   protect against unauthorized disclosure, access to, or use of the State Data;

   d.   ensure the proper disposal of any State 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 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, of which the publicly available ones are at https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html.

This responsibility also extends to all service providers and subcontractors with access to State 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 has 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_4

58958_7.pdf. All Contractor 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   If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 15.1** of the Contract;

5.2   for 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.

5.3   ensure that the Software and State 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), or its equivalent;

5.4   maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State 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 as established in applicable State PSPs;

5.5   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 State Data and the nature of such State 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);

5.6   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) State 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 State Data;

5.7   ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;

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

5.9   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 assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance

(GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls within two weeks of the State's 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). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames based on the risk level of the identified risk. For all findings associated with the Contractor's solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs and perform related remediation activities. 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 shall 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 State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State 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 or 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 State 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 by the scans as required by the State Secure Web Application and other applicable PSPs.

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).

         (a)   Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool, and provide the State a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and ii) scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.

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

         (a)   For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application source code scans. These scans must be completed for all source code initially, for all updated source code, and for all source code for each major release and Contractor must provide the State a vulnerability assessment after Contractor has completed the required scans.

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

         (a)   For Software that includes third party and open source software, all included third party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third party and open source software initially, for all updated third party and open source software, and for all third party and open source software in each major release and Contractor must provide the State a vulnerability assessment after Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting.

9.4   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 by the State.

         (a)   If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programing 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 infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide the scan's assessments to the State in a format that is specified by the State and used to track the remediation. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

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 State 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 G – Transition In and Out

Implementation Process and Training

Training: Brazen will provide an introduction call to meet the team and custom training for your team at the following levels:

- Intro Call

  ○ Meeting of our teams, sharing the onboarding process, and scheduling training to map to the date of your first event.

- Admin Training

  ○ Your Implementation Specialist will teach your team how to create and manage success events in Brazen including but not limited to creating events, customize registration, create/manage booths, and branding them to your organization.

- Marketing Call

  ○ Your Account Manager will share best practices for how to promote your event to hit the attendance numbers you want and answer other marketing/branding questions.

- Representative Training

  ○ These live training sessions occur twice a week so any representative presenting in an event is trained by our team. Recorded videos are also available so there is always a resource available.

- First Event Debrief

  ○ Your Account Team will all join this with your team to debrief on your first event, sharing successes, covering lessons learned that could be improved on, and answering any questions your team may have so they feel confident using Brazen going forward.

- Monthly Check-ins

  ○ Your Account Team will schedule monthly check-ins for continued support throughout our relationship.

- Quarterly Business Reviews

  ○ Your Account Manager will bring YTD reporting and custom information to show you are receiving the ROI you expect with the Brazen Platform.

Support: Continued support is provided in three ways.

1. Dedicated Account Team
   - You will be assigned an Account Manager and Customer Success Manager, available via direct email and phone for specific use questions, account training, reporting metrics, or any questions that you may have.
2. Support Team
   - Available for Admins via Live Chat 24/7 to support your Admin, Representatives, and Event Participants
3. Online Resources
   - Support articles covering all topics available 24/7 to your team for quick answers to common questions, often with short videos explaining topics, features, or use cases.

Transition out:

The State has access to all of their data from every event (and the ability to download data in bulk for all events) and has the ability to download that data at any time on demand through their admin portal into an excel formatted database. Since it is in an editable, excel format, that data can also be easily uploaded into any other platform that allows excel imports. If the State were to transition to another vendor, the state will have the ability to download all data prior to term end and can request data for up to 30 days after term ends.