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**Master Subscription Agreement**

This Master Services Agreement ("**Agreement**") is entered into and effective upon agreement execution ("**Effective Date**") by and between State of Montana, Department of Administration, State Information Technology Services Division("**State**") and GovDelivery, LLC d/b/a Granicus, a Minnesota Limited Liability Company ("**GovDelivery**"). State and GovDelivery may each be referred to herein as "Party" or collectively as "Parties".

## 1. DEFINITIONS

**"Advanced Network Subscribers"** shall refer to the subscribers added to the State's audience via the Advanced Network.

**"Exhibit"** means any exhibit referenced herein and attached hereto.

**"Extension Term"** shall have the same meaning specified in Section 7.2.

**"Fees"** mean the fees charged by GovDelivery for the GovDelivery Products and Services as identified on each Purchase Order and SOW and, unless otherwise stated in the Purchase Order or SOW, invoice upon commencement of the Period or Performance.

**"GovDelivery Products and Services"** means the products and services made available to State pursuant to this Agreement on a subscription basis and as identified in each Purchase Order.

**"Initial Term"** shall have the meaning specified in the Order between GovDelivery and State.

**"Order"** means a written purchase order in which GovDelivery agrees to provide and State agrees to purchase specific GovDelivery Products and Services.

**"Period of Performance"** means the time covered by any Purchase Order and SOW under this Agreement.

**"SaaS"** or **"Software-as-a-Service"** means the GovDelivery application software accessible for use by State on a subscription basis as part of GovDelivery Products and Services, as set forth on each purchase order.

**"Statement of Work"** or **"SOW"** means a document or proposal describing the GovDelivery Products and Services to be provided and/or performed by GovDelivery. Each SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the GovDelivery Products and/or Services.

**"Support"** means the ongoing support and maintenance services performed by GovDelivery related to the SaaS.

**1.1 Agreement term.** The Agreement's initial term is **upon agreement execution**, through **January 31, 2021,** unless terminated earlier as provided in this Agreement. In no event is this Agreement

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binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Agreement does not constitute an authorized signature.

**1.2 Agreement Renewal.** State may renew this Agreement under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in **one**-year intervals, or any interval that is advantageous to State. This Agreement, including any renewals, may not exceed a total of **10** years.

## 2. ORDERING AND SCOPE

**2.1. Ordering GovDelivery Products and Services.** State and GovDelivery may execute one or more Purchase Orders and SOWs related to the sale and purchase of GovDelivery Products and Services. A Purchase Order and SOW will generally include an itemized list of the GovDelivery Products and Services as well as the Period of Performance for such services. Any Purchase Order and SOW dated on or after the Effective Date shall be governed by this Agreement regardless of any pre-printed legal terms on such Purchase Order and SOW, and by this reference is incorporated herein. All Purchase Orders and associated SOWs will be issued to GovDelivery's reseller for processing.

**2.2. Support.** Support related to GovDelivery SaaS products is included within the fees paid during the Period of Performance. GovDelivery may update its Support obligations under this Agreement, so long as the functionality purchased by Customer is not materially diminished.

## 3. USE OF GOVDELIVERY PRODUCTS AND SERVICES AND PROPRIETARY RIGHTS

**3.1. GovDelivery Subscription Services.** The GovDelivery Products and Services are purchased by State as subscriptions during a Period of Performance specified in each Purchase Order and SOW. Additional GovDelivery Products and Services may be added during a Period of Performance as described in Section 2.1.

**3.2. Permitted Use.**

**3.2.1. Data Sources.** Data uploaded into GovDelivery must be brought in from State sources (interactions with end users and opt-in contact lists). State cannot upload purchased contact information into GovDelivery without GovDelivery's written permission and professional services support for "list cleansing". GovDelivery may require that any subset of data go through a cleansing process to support end users re-confirmation of data and contact interests. This typically occurs with large data sets and old data sets where contact information is not recently verified.

**3.2.2. Content.** State can only use GovDelivery to share content that is created by and owned by State and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a GovDelivery license. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to State, can be removed or limited by GovDelivery.

**3.2.3. Subscriber Information.** Data provided by State and contact information gathered through State's own Web properties or activities will remain the property of State, including any and all personally identifiable information (PII). GovDelivery will not release the data without the express written permission of State, unless required by law.

**3.2.4. GovDelivery Products and Services.** GovDelivery shall maintain sole ownership of the GovDelivery system and all modifications made to the system, regardless of whether

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these modifications are made specifically to accommodate State's content within GovDelivery.

**3.2.5. Advertising.** GovDelivery's Solutions shall not be used for any product sales or advertising unless approved in writing, in advance, by GovDelivery. GovDelivery's financial viability depends on its ability to charge users for access to the GovDelivery Network for building digital audiences, GovDelivery reserves the right to request the details of any agreement between State and a third party that compensates State for the right to have information included in messages sent through the Solution prior to approving the presence of Advertising within GovDelivery.

**3.3. restrictions.** State shall not:

**3.3.1.** Access or use any portion of the SaaS, except as expressly allowed by this Agreement.

**3.3.2.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the SaaS.

**3.3.3.** Use the SaaS for any unlawful purposes.

**3.3.4.** Export or allow access to the SaaS in violation of U.S. laws or regulations.

**3.3.5.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the SaaS, or any portion thereof.

**3.3.6.** Modify, adapt, or use the SaaS to develop any software application intended for resale which uses the SaaS in whole or in part.

## 4. PAYMENT

**4.1. Fees.** All fees will be included in each Purchase Order and SOW and are due within 30 days of receipt of a final and accurate invoice, as allowed by 17-8-242,MCA, to be issued at the beginning of the Period of Performance unless otherwise defined in a purchase order/SOW. It is State's responsibility to provide applicable exemption certificate(s). All entities purchasing services from GovDelivery will be billed directly by GovDelivery's reseller for their respective Purchase Order/SOW, as applicable.

**4.2. Disputed Invoiced Amounts.** State shall provide GovDelivery with detailed written notice of any amount(s) State reasonably disputes within thirty (30) days receipt of invoice for said amount(s) at issue. GovDelivery will not exercise its rights under 4.1 above if State has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. State's failure to provide GovDelivery with notice of any disputed invoiced amount(s) shall be deemed to be State's acceptance of the content of such invoice.

**4.3. Price Increases.** Any price increases shall be provided by GovDelivery to State at least thirty (30) days prior to the end of the then current Agreement term date. Any changes in pricing will be mutually agreed upon by both parties.

## 5. DISCLAIMER

All precautions that are standard in the industry are taken in order to increase the likelihood of a successful delivery; however, GovDelivery makes no representation or warranty regarding the delivery of messages. GovDelivery Products and Services are provided "AS IS" and as available. EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAT PURPOSE. GOVDELIVERY DOES NOT WARRANT THAT THE SAAS OR GOVDELIVERY PRODUCTS AND SERVICES WILL MEET STATE'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

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## 6. CONFIDENTIAL INFORMATION AND DATA

**6.1. Confidential Information.** In the event that GovDelivery Products or Services will be used to store and/or send legally confidential information. GovDelivery will work with the respective State entity to ensure proper storage or sending of the State's confidential information. GovDelivery recommends that confidential or sensitive information be stored behind a secure interface and that GovDelivery Products or Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by State. GovDelivery will ensure use of commercially reasonable efforts to maintain the security and confidentiality of the State's confidential or sensitive information/data.

**6.2. Breach of Confidential Information.** If there is a breach of the State's confidential information by GovDelivery, GovDelivery will notify the State immediately in writing.

**6.3. Receipt of Court Order/Subpoena.** If GovDelivery receives a court order or subpoena requesting disclosure of the State's confidential information, GovDelivery will notify the State immediately in writing.

**6.4. Return of Confidential Information.** Upon request of the disclosing Party, termination, or expiration of this Agreement, the receiving Party shall, to the extent commercially practicable, destroy the disclosing Party's Confidential Information and, at the disclosing Party's request, certify the same.

**6.5. Advanced Network.** Subscribers added to State's audience via the GovDelivery Advanced Network are available for use only while State is under an active subscription with GovDelivery. Advanced Network Subscribers will not transfer to State upon termination of any GovDelivery agreement. State shall not use or transfer any of the Advanced Network Subscribers after termination of its agreement with GovDelivery. All information related to Advanced Network Subscribers must be destroyed by State within 15 calendar days of the agreement with GovDelivery terminating.

During the last 10 calendar days of State's agreement with GovDelivery, State may send an opt-in email to Advanced Network Subscribers that shall include an explanation of State's relationship with GovDelivery terminating and that the Network Subscribers may visit State's website to subscribe to further updates from the State in the future. Any Advanced Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to State upon termination.

## 7. SECURITY

**7.1** GovDelivery shall provide a secure environment for all of the State's l Information and any hardware and Software (including servers, network and data components) to be provided or used by GovDelivery as part of its performance under this Agreement. GovDelivery represents that the security measures it takes in performance of its obligations under this Agreement are, and will at all times remain, at the highest of the following (collectively referred to as "**Security Best Practices**"): (i) the security requirements, obligations, specifications and event reporting procedures set forth in Exhibit B to this Agreement; and (ii) standard procedures for the provision of similar services and access to networks containing Confidential Information. GovDelivery's failure to comply with Security Best Practices in fulfilling its obligations under this Agreement constitutes a breach of this Agreement. Additionally, GovDelivery shall contractually require any subcontractors or agents with access to the State's Information to adhere to such Security Best Practices.

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**7.2** GovDelivery shall provide upon State's request reasonable proof, through independent audit reports, that the system specified under this contract can meet or exceed expectations for both Federal and State of Montana regulatory requirements to ensure the risk is minimized to better protect privacy, confidentiality, integrity, and availability. Annual assurance statements shall be delivered to the Contract Liaison. Annual assurance statements must contain a detailed accounting of the security controls provided and must be in the form of a NIST Security Assessment Report or SOC 2 report or FedRAMP Assessment Report. SOC 1 reports may be accepted by exception and where applicable. SOC 3 reports will not be accepted.

## 8. ACCESS AND RETENTION OF RECORDS

**Access to Records.** GovDelivery shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary, pertaining to the Agreement only and not in violation of other client privacy, to determine agreement compliance. The State may immediately terminate this agreement without incurring liability for the GovDelivery's refusal to allow access as required by this section. (18-1-118, MCA.)

**Retention Period.** GovDelivery shall retain all records created in support of the **Communications Cloud** for a period of eight years after either the completion date of this agreement or termination of the agreement.

## 9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

GovDelivery may not assign, transfer, or subcontract any portion of this agreement without the State's prior written consent. (18-4-141, MCA.) GovDelivery is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by GovDelivery. No contractual relationships exist between any subcontractor and the State under this agreement.

## 10. COMPLIANCE WITH LAWS

GovDelivery shall, in performance of work under this Agreement, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. GovDelivery is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.l. 111-148, 124 Stat. 119]. Any subletting or subcontracting by GovDelivery subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 GovDelivery agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

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## 11. TERMINATION

**11.1.** **Subscription Periods of Performance.** Each individual Purchase Order and SOW will specify a Period of Performance. The subscription will terminate at the end of the Period of Performance identified within each Purchase Order/ SOW, unless either extended or earlier terminated as provided in this Section 12.).

**11.2.** **Effect of Termination.** If the parties agree to terminate the Agreement and a Purchase Order/SOW is still in effect at the time of termination, the Purchase Order(s)/SOW(s) shall terminate as of the Agreement termination date. If the Agreement is terminated for breach all outstanding Purchase Orders, and SOWs, shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall State be entitled to a refund of any prepaid fees upon termination.

**11.3.** **Reduction of Funding.** The State must by law terminate this agreement if funds are not appropriated or otherwise made available to support the State's continuation of performance of this agreement in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this agreement (whether at an initial agreement payment level or any agreement increases to that initial level) in subsequent fiscal periods, the State shall terminate this agreement as required by law. The State shall provide GovDelivery the date the State's termination shall take effect. The State shall not be liable to GovDelivery for any payment that would have been payable had the agreement not been terminated under this provision. As stated above, the State shall be liable to GovDelivery only for the payment, or prorated portion of that payment, owed to GovDelivery up to the date the State's termination takes effect. This is GovDelivery's sole remedy. The State shall not be liable to GovDelivery for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**11.4.** **Termination for Cause.** The non-breaching Party may terminate this Agreement, if the other Party is in material breach of this Agreement and fails to cure such breach within 30 days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage or any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. GovDelivery may, without liability, immediately suspend or terminate any or all Purchase orders, and SOWs issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

**11.5.** **Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, State shall immediately pay to GovDelivery all Fees due to GovDelivery through the date of expiration or termination.

**11.6.** **Survival.** All rights granted hereunder shall terminate the latter of the termination or expiration date of the Agreement, Purchase Order, and SOW.

## 12. NONCOMPLIANCE WITH DEPARTMENT OF ADMINISTRATION REQUIREMENTS

The Department of Administration, under the provisions of 2-17-514, MCA, retains the right to cancel or modify any agreement, project, or activity that is not in compliance with the

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Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of agreement execution. In the event of such termination, the State will pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Any modifications to this agreement must be mutually agreed to by the parties.

**13. CHOICE OF LAW AND VENUE**

Montana law governs this agreement. The parties agree that any litigation concerning this bid, proposal, or this agreement must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (18-1-401, MCA.)

**14. CIO OVERSIGHT**

The Chief Information Officer (CIO) for the State of Montana, or designee, may perform agreement oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of agreement obligations. The CIO may require the issuance of a right to assurance or the issuance of a stop work order (2-17-514 MCA).

**15. LIMITED LIABILITY**

GOVDELIVERY'S LIABILITY FOR AGREEMENT DAMAGES FOR EACH CLAIM IS LIMITED TO DIRECT DAMAGES AND FURTHER TO NO MORE THAN TWICE THE AGREEMENT AMOUNT OVER THE PRIOR 24 MONTH PERIOD. IF THE CONTRACT AMOUNT IS EQUAL TO OR LESS THAN $10,000, THIS LIMITATION IS NULL AND VOID, BUT THE LIABILITY ON THOSE CONTRACTS SHALL NOT EXCEED $50,000. GOVDELIVERY SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES. DAMAGES CAUSED BY INJURY TO PERSONS OR TANGIBLE PROPERTY, OR RELATED TO INTELLECTUAL PROPERTY INDEMNIFICATION OR CONFIDENTIALITY RIGHTS AND OBLIGATIONS ARE NOT SUBJECT TO A CAP ON THE AMOUNT OF DAMAGES OR TO A LIMIT ON THE TYPE OF DAMAGES (E.G. DIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE) INCURRED.

**16. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED**

GOVDELIVERY ACKNOWLEDGES THAT NO STATE FUNDS MAY BE EXPENDED FOR THE PURCHASE OF INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE FOR USE BY EMPLOYEES, PROGRAM PARTICIPANTS, OR MEMBERS OF THE PUBLIC UNLESS IT PROVIDES BLIND OR VISUALLY IMPAIRED INDIVIDUALS WITH ACCESS, INCLUDING INTERACTIVE USE OF THE EQUIPMENT AND SERVICES, THAT IS EQUIVALENT TO THAT PROVIDED TO INDIVIDUALS WHO ARE NOT BLIND OR VISUALLY IMPAIRED. (18-5-603, MCA) CONTACT THE STATE PROCUREMENT BUREAU AT (406) 444-2575 FOR MORE INFORMATION CONCERNING NONVISUAL ACCESS STANDARDS.

**17. SECRETARY OF STATE REGISTRATION**

**17.1.** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

**17.2.** If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing

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in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://sos.mt.gov.

**18. COOPERATIVE PURCHASING**

Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. The prices as referenced in Exhibit A, terms, and conditions of this Agreement will be offered to these public procurement units. Payment of additional fees for the GovDelivery Services will be set out in the Purchase Order between the public procurement unit and a GovDelivery authorized Reseller. However, the State makes no guarantee of any public procurement unit participation in this Contract.

**19. HOLD HARMLESS/INDEMNIFICATION.**

GovDelivery agrees to protect, defend, and save State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Vendor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Vendor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State under this Agreement.

**20. REQUIRED INSURANCE**

**General Requirements.** GovDelivery shall maintain for the duration of this Agreement, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by GovDelivery, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission, subject to the terms, conditions and exclusions of the respective policies.

**20.1. Primary Insurance.** With the exception of Cyber Liability, GovDelivery's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of GovDelivery's insurance and shall not contribute with it. **Specific Requirements for Commercial General Liability.** GovDelivery shall maintain occurrence coverage with limits for bodily injury, personal injury, and property damage of **$1,000,000** per occurrence and **$2,000,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of GovDelivery or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of GovDelivery, including the insured's general supervision of GovDelivery, products, and completed operations, and the premises owned, leased, occupied, or used.

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**20.2 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects State, its officers, officials, employees, or volunteers; or (2) at the expense of GovDelivery, GovDelivery shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**20.3 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by Office of Contract and Asset Management, P.O. Box 200113, Helena, MT 59620-0113 *The certificates must name the State of Montana as certificate holder and GovDelivery shall provide copies of additional insured endorsements required by GovDelivery's commercial general liability and automobile liability policies.* GovDelivery shall endeavor to notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

**20.4 Specific Requirements for Cyber/Data Information Security Insurance.** The GovDelivery shall maintain cyber/information security insurance coverage with combined single limits for each wrongful act of $2,000,000 per claim to cover the unauthorized acquisition of personal information such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA. If the GovDelivery maintains higher limits than the minimums shown above, the State requires and shall be entitled to coverage for the higher limits maintained by the GovDelivery. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State. Such insurance shall cover those costs required by a regulatory body, and example of which may include privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third party liability settlements or judgements as may be caused by any act, omission, or negligence of the GovDelivery's officers, agents, representatives, assigns or subcontractors subject to the terms, conditions and exclusions of the policy. Note: If occurrence coverage is unavailable or cost-prohibitive, the State will accept 'claims made' coverage provided the following conditions are met: 1) the retroactive date must be shown, and must be before the date of the agreement or the beginning of agreement work; 2) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the agreement of work; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the agreement effective date, the GovDelivery shall endeavor to purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

## 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

GovDelivery shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither GovDelivery nor its employees are State employees. This insurance/exemption must be valid for the entire Agreement term and any renewal. Upon expiration, a renewal document must be sent to Office of Contract and Asset Management, P.O. Box 200113, Helena, MT 59620-0113.

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## 22. GENERAL

**22.1. Relationship of the Parties.** GovDelivery and State acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

**22.2. Subcontractors.** GovDelivery agrees that it shall be responsible for all acts and omissions of its subcontractors to the same extent GovDelivery would be responsible if committed directly by GovDelivery. No contractual relationships shall exist between any subcontractor and the State under this agreement.

**22.3. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

**22.4. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties. Notwithstanding the foregoing, GovDelivery retains the right to revise the policies referenced herein at any time, so long as the revisions are reasonable and consistent with industry practices, legal requirements, and the requirements of any third party suppliers.

**22.5. Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

**22.6. No Third Party Beneficiaries.** Subject to Section 18 Cooperative Purchasing, this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns

**22.7. Notice.** All notices under this Agreement shall: (a) be in writing and shall be addressed to the other Party at the mailing address set forth below, with a copy of any such notice being emailed to the email address set forth below on the same day that the notice is mailed. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Parties are as follows:

| **GovDelivery, LLC** | | **State of Montana, Department of Administration, SITSD** | |
|---|---|---|---|
| **ATTN:** | Contracts | **NAME:** | Dale Stout |
| **ADDRESS:** | 408 St. Peter Street<br>Suite 600<br>Saint Paul, MN 55102 | **ADDRESS:** | P.O. Box 200113 / 125 N. Roberts, Room 22<br>Helena, MT 59620-0113 |
| **PHONE:** | (651) 757-4154 | **PHONE:** | 406-444-0182 |

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| | | | |
|---|---|---|---|
| **EMAIL:** | Contracts@govdelivery.com | **EMAIL:** | dstout@mt.gov |

**22.8. Force Majeure.** Neither Party shall be in breach of this Agreement solely due to breach caused by circumstances beyond the control and without the fault or negligence of the Party failing to perform. Such causes include but are not limited to acts of God, wars, fires, floods, and strikes.

**22.9. Entire Agreement.** This Agreement, together with all Exhibits, Purchase Orders, and SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. GovDelivery and State agree that any and all Exhibits, Purchase Orders, SOWs, or other purchase documents are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; and (2) Purchase Orders and associated SOWs

**22.10. Reference.** Notwithstanding any other terms to the contrary contained herein, State grants GovDelivery the right to use State's name in customer lists and marketing materials.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

**GovDelivery, LLC d/b/a Granicus**

DocuSigned by:
BY: Dawn Kubat
0E76A33B0B4B41A...
(Authorized Signature)

NAME: Dawn Kubat
(Print or Type Name of Signatory)

TITLE: Vice President of Legal

DATE: 12/28/2017
(Execution Date)

**State of Montana, DOA-SITSD**

DocuSigned by:
BY: Ronald P. Baldwin
ECCCB821901E453...
(Authorized Signature)

NAME: Ronald P. Baldwin
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TITLE: State CIO

DATE: 12/28/2017
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DATE: 12/28/2017

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Legal Counsel (Date)

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**Exhibit A: Pricing - Note this pricing does not include GovDelivery's Reseller's Percentage.**

| Communications Cloud | | | | |
|---|---|---|---|---|
| **Tier Level** | **Subscriber Base** | **Annual Subscription Fee** | **Setup and Configuration** | **Online Training** |
| 1 | 0 – 5,000 | $6,000.00 | $2,400.00 | $500.00 |
| 2 | 5,001 – 10,000 | $10,000.00 | $4,000.00 | $500.00 |
| 3 | 10,001 – 25,000 | $12,000.00 | $4,800.00 | $500.00 |
| 4 | 25,001 – 50,000 | $15,000.00 | $6,000.00 | $500.00 |
| 5 | 50,001 – 100,000 | $25,000.00 | $10,000.00 | $500.00 |
| 6 | 100,001 – 250,000 | $35,000.00 | $14,000.00 | $500.00 |
| 7 | 250,001 – 350,000 | $45,000.00 | $18,000.00 | $500.00 |
| 8 | 350,001 – 500,000 | $55,000.00 | $22,000.00 | $500.00 |
| 9 | Above 500,000 | Tier 8 + $250.00 per 10,000 additional subscribers | Tier 8 + $100.00 per 10,000 additional subscribers | $500.00 |

| Advanced Communications Cloud | | | | |
|---|---|---|---|---|
| **Tier Level** | **Subscriber Base** | **Annual Subscription Fee** | **Setup and Configuration** | **Online Training** |
| 1 | 0 – 5,000 | $1,500.00 | $600.00 | $500.00 |
| 2 | 5,001 – 10,000 | $2,500.00 | $1,000.00 | $500.00 |
| 3 | 10,001 – 25,000 | $3,000.00 | $1,200.00 | $500.00 |
| 4 | 25,001 – 50,000 | $3,750.00 | $1,500.00 | $500.00 |
| 5 | 50,001 – 100,000 | $6,250.00 | $2,500.00 | $500.00 |
| 6 | 100,001 – 250,000 | $8,750.00 | $3,500.00 | $500.00 |
| 7 | 250,001 – 350,000 | $11,250.00 | $4,500.00 | $500.00 |
| 8 | 350,001 – 500,000 | $13,750.00 | $5,500.00 | $500.00 |
| 9 | Above 500,000 | Tier 8 + $62.50 per 10,000 additional subscribers | Tier 8 + $25.00 per 10,000 additional subscribers | $500.00 |

| Targeted Messaging | | | |
|---|---|---|---|
| **Tier** | **Annual Transactions** | **Set Up Fee** | **Annual Fee** |
| 1 | 100,000 | $7,279.72 | $8,772.00 |
| 2 | 250,000 | $15,725.00 | $18,900.00 |
| 3 | 500,000 | $20,725.00 | $24,900.00 |
| 4 | 1,000,000 | $30,725.00 | $36,900.00 |
| 5 | 2,000,000 | $41,582.95 | $64,220.00 |
| 6 | 4,000,000 | $106,750.34 | $123,313.99 |
| 7 | 8,000,000 | $211,018.17 | $239,026.77 |

| Additional Products | | | |
|---|---|---|---|
| **Add On Products** | **Annual Subscription Fee** | **Setup and Configuration** | **Online Training** |
| FedRAMP Security Enhancement | 20% Uplift on Cloud Subscription | 40% of FedRAMP Security Enhancement Subscription | $250.00 |
| Connect (Salesforce/MS Dynamics Integration) | 10% Uplift on Cloud Subscription | 40% of Connect Subscription | $500.00 |

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# GOVDELIVERY COMMUNICATIONS CLOUD SECURITY

## OVERVIEW

Granicus provides digital outreach and engagement solutions for hundreds of government organisations. We understand the critical importance of the solutions we provide, and have built our systems to be scalable, secure, and highly available. That architecture utilises multiple data centers and extensive redundancy; we also use the best of breed technology from internationally recognised vendors. Security isn't just handled by a few security experts: Granicus has embedded security best practices across our organisation, including our software development processes, to ensure that security and reliability are an integral part of development and quality assurance.

The infrastructure utilises a virtual server architecture that decouples the hardware and software layers, protected by redundant firewalls, log correlation, and intrusion detection tools. To ensure our systems remain secure, we regularly run both internal and external security scans, and we contract security specialists to run penetration tests in support of our commitment to continuous improvement. Granicus has also been awarded multiple high-level federal and international security certifications such as the United Kingdom's G-Cloud IL2 accreditation, US FedRAMP, and ISO 27001.

## FEDRAMP

The Federal Risk and Authorisation Management Program, or FedRAMP, is a government-wide program that provides a standardised approach to security assessment, authorisation, and continuous monitoring for cloud products and services. This approach uses a "do once, use many times" framework that saves an estimated 30-40 percent of government costs, as well as both time and staff required to conduct redundant agency security assessments. FedRAMP is the result of close collaboration with cybersecurity and cloud experts from the General Services Administration (GSA), National Institute of Standards and Technology (NIST), Department of Homeland Security (DHS), Department of Defense (DOD), National Security Agency (NSA), Office of Management and Budget (OMB), the Federal Chief Information Officer (CIO) Council and its working groups, as well as private industry. The framework for FedRAMP is the 800-53 security controls as published by NIST. These security controls holistically cover all major concerns for security risks for information systems. The FedRAMP control baseline that we use contains added controls optimised for cloud service providers plus added controls to cover additional customer requirements.

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## SECURITY CREDENTIALS

Granicus' commitment to security is demonstrated through our FedRAMP authorisation, obtained at a Moderate impact level and approved by the Joint Authorisation Board (JAB)[1]. The JAB consists of the CIO level of the Department of Defense (DoD), General Services Administration (GSA), and Department of Homeland Security (DHS). These agencies reviewed our security posture and have given us their stamp of approval. In addition, we run a fully compliant continuous monitoring program that includes monthly scanning and annual audit/penetration testing, the results of which are sent directly to FedRAMP so that they can confirm we're still doing the right thing.

Another way to get a true appreciation of our high security standards is by inspecting our security credentialing from world renowned security organisations. We are one of a handful of organisations that are ISO 27001:2013 certified[2], and have been awarded the United Kingdom's G-Cloud IL2 accreditation. Granicus has also successfully completed Certification and Accreditation reviews by the leading Federal government organisations responsible for information standards and compliance, including the National Institute of Standards and Technology (NIST), Departments of Homeland Security (DHS), Department of Defense (DoD), U.S. Census Bureau, Centers for Medicare & Medicaid Services (CMS), among others.

## MULTIFACTOR AUTHENTICATION SUPPORT

As part of our continuous commitment to security, Granicus customers have the ability to activate multifactor authentication for their agency by means of either SMS message, voice call, or via PIV card tied to OMB MAX.

Granicus is an OMB sponsored max.gov integrator, enabling organisations to utilise multifactor authentication to ensure appropriate levels of security for administrators. Using SMS, PIV or common access cards, Federal Granicus administrators are able to further secure access to the GovDelivery Communications Cloud using multiple authentication points.

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## PHYSICAL AND ENVIRONMENT SECURITY

We maintain two datacenters that are over 1,000 miles apart in order to maintain availability in cases of geographic disruption.

Each state-of-the-art Tier III designed datacenter provides a highly secure, highly reliable, physical environment with no single points of failure on any main service category. The facilities are protected with advanced surveillance and trained security guards in attendance around the clock, 365 days a year. Authorised Granicus personnel must pass through three levels of identity confirmation, including biometric, RFID, and PIN credentials, before they are allowed access to the equipment.

## YOUR SHARED RESPONSIBILITY

Our security architecture ensures that each account is maintained in its own secure private area, but each customer has a responsibility to ensure that its own organisation follows our recommended best practices.

It is important that every customer understands the critical part they play in ensuring their Granicus account is safe and secure. Granicus shares customer-required security responsibilities through a detailed list of security control implementation statements to make it easy for your organisation to ensure FedRAMP compliance. During initial implementation and training, your team is advised of the security options they have, and the best practices to support the integrity of your implementation. For example, every individual administrator on the system is provided with personal credentials as shared accounts are strongly discouraged. You also have access to administrator activity reports, and is educated on how to disable access to specific users.

[1] https://www.fedramp.gov/marketplace/compliant-systems/govdelivery-govdelivery-communications-cloud/

[2]https://pgplus.bsigroup.com/CertificateValidation/RetrieveCertificate.

**FOR MORE INFORMATION VISIT WWW.GRANICUS.COM**

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