



# State of Minnesota NASPO ValuePoint Master Agreement



SWIFT Contract No.: 186841

This State of Minnesota NASPO ValuePoint Master Agreement (“Master Agreement”) is between the State of Minnesota, acting through its Commissioner of Administration (“State”) and Forrester Research, Inc, whose designated business address is 60 Acorn Park Drive, Cambridge, MA 02140 (“Contractor”).

## Recitals

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1. Under Minn. Stat. § 15.061 and other applicable law the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of Information Technology Research and Advisory Services.

## Contract

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### 1. Term of Master Agreement

- 1.1 Effective Date: The Effective Date of this Master Agreement is January 19, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Master Agreement, or any Participating Addendum, until this Master Agreement is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin the work.
- 1.2 Expiration Date: The Expiration Date of this Master Agreement is January 18, 2024. The Master Agreement Term, including extensions, may not exceed five (5) years.
- 1.3 Duly Qualified: Contractor represents it is duly qualified and shall perform all services described in this Master Agreement and subsequent Participating Addendums to the satisfaction of the Purchasing Entity. The terms of a Purchase Order, The Specifications, or a Statement of Work issued against this Master Agreement may not modify, diminish, or otherwise derogate the terms and conditions set forth in this Master Agreement.

### 2. Scope of Work

Contractor shall provide Information Technology Research and Advisory Services, as set forth in Exhibit B. Contractor shall extend all terms and conditions itemized in this Master Agreement to any entity entering into a Participating Addendum or otherwise purchasing under the terms of this Master Agreement.

### 3. Consideration and payment

3.1 Consideration. The Purchasing Entity will pay for all services provided in accordance with the applicable subscription fee(s) listed in Exhibit C. Nothing herein will be deemed to restrict the payment terms available to Participating Entities and Purchasing Entities that may be agreed to with Contractor.

3.2 Payment.

3.2.1 Payment will be made in no fewer than 30 days of the receipt of an undisputed invoice.

3.2.2 After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

3.2.3 Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

### 4. Authorized Representative

4.1 The Lead State's Authorized Representative is:

Name: Mark Haselman  
Address: Department of Administration  
Office of State Procurement  
50 Sherburne Avenue  
St. Paul, MN 55155  
Phone #: 651.201.3049  
Email: mark.haselman@state.mn.us

4.2 The Contractor's Authorized Representatives are

Name: Rob Brady  
Address: 8180 Greensboro Drive  
McLean, VA 22102  
Phone #: 703.584.2628  
Email: rbrady@forrester.com

Name: Bradley Belanger  
Address: 60 Acorn Park Drive  
Cambridge, MA 02140  
Phone #: 617.613.6260  
Email: bbelanger@forrester.com

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

## 5. Exhibits

The following documents are attached and incorporated into this Master Agreement:

Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

Exhibit B: Specifications, Duties, and Scope of Work

Exhibit C: Pricing

### 1. (CONTRACTOR)

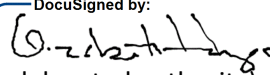
The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles or bylaws.

DocuSigned by:  
By:   
255ACC8146A248A...

Title: Chief Financial Officer

Date: 2/3/2021

### 2. Department of Administration (STATE AGENCY)

DocuSigned by:  
By:   
(with delegated authority)

Title: Chief Procurement Officer

Date: 2/3/2021

### 3. Commissioner of Administration

As delegated to the Office of State Procurement

DocuSigned by:  
By:   
5A76479B1B5340E...

Date: 2/3/2021



## Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

### 1. Master Agreement Order of Precedence

- a. Any Order placed under this Master Agreement will be subject to the following documents:
  - (1) A Participating Entity's Participating Addendum ("PA");
  - (2) State of Minnesota NASPO ValuePoint Master Agreement
  - (3) A Purchase Order, The Specifications, or Statement of Work issued against the Master Agreement;
  - (4) The Solicitation;
  - (5) Contractor's response to the Solicitation.
- b. The documents referenced in Section 1.a shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Only those Contractor terms and conditions that are expressly accepted by the Lead State and included in this Master Agreement or are attached to this Master Agreement as an Exhibit or Attachment will apply to this Master Agreement.
- c. Survival of terms: Sections 20, 21, 22, 23, 33, 35, and 36 of this Exhibit A will survive the expiration or cancellation of this Contract. Any other Contract term that states it shall survive, shall survive.

### 2. Definitions

As used in this Master Agreement, terms defined in the preamble shall have their assigned meanings, and the following terms shall have the meanings set forth below:

**Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

**Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

**Lead State** means the State centrally administering any resulting Master Agreement(s).

**Master Agreement** means an underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

**NASPO ValuePoint** is the cooperative purchasing division of the National Association of State Procurement Officials (NASPO), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the cooperative purchasing consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

**Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

**Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

**Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

**Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

**Product** means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

**Purchasing Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, a nonprofit organization under the laws of some states if authorized by a Participating Addendum, or other eligible domestic or foreign public entity, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

## **NASPO ValuePoint Provisions**

### **3. Term of the Master Agreement**

- a. The initial term of this Master Agreement is for three (3) years. This Master Agreement may be extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- b. The Master Agreement may be extended for a reasonable period of time if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection

shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

#### **4. Amendments**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

#### **5. Participants and Scope**

- a. Contractor may not deliver Products or services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by an applicable Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- b. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- d. NASPO, and its NASPO ValuePoint division, is not a party to this Master Agreement.
- e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements, as defined in Sections 6 through 12 below: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.
- f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official

of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

- g. **Resale.** “Resale” means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor’s proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity’s laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

## 6. Administrative Fees

- a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is included in the Pricing as set forth in Exhibit C.
- b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

## 7. NASPO ValuePoint Summary and Detailed Usage Reports

- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and

Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the Lead State. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment 1.

- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.
- d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

## **8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

- a. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- b. Contractor shall, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.



- c. Contractor shall, absent anything to the contrary outlined in a Participating Addendum, consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- d. Contractor shall participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.
- g. Contractor shall, within 30 days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

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## **10. Right to Publish**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

## **11. Price and Rate Guarantee Period**

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for pricing adjustments or refresh product offerings must be for the entirety of the extended period, and must be made at least (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the

request. Any amendment to the Master Agreement shall not be effective unless approved by the Lead State and agreed to by both parties in writing. No retroactive adjustments to prices or rates will be allowed.

## **12. Individual Customers**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

## **Administration of Orders**

### **13. Ordering**

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
  - (1) The services or supplies being delivered;
  - (2) The place and requested time of delivery;
  - (3) A billing address;
  - (4) The name, phone number, and address of the Purchasing Entity representative;
  - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;

- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

#### **14. Shipping and Delivery**

- a. To the extent applicable, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

#### **15. Laws and Regulations**

Any and all Products and services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

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#### **17. Payment**

Payment shall be made in accordance with Section 3 of the Master Agreement.

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#### **19. Intentionally left Blank**

#### **20. Intellectual Property**

- a. Intellectual Property Rights. The Purchasing Entity retains all rights, title, and interest in any and all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks, if any, in the Works and Documents provided to the Contractor, its employee(s) or agents or subcontractor(s) for any purpose in and under this Master Agreement or any Participating Addendum.

**Works.** Works shall mean inventions, improvements, discoveries (whether or not patentable)

databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, documents.

**Documents.** Documents shall include the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether tangibles or electronic forms.

- b. ***Pre-existing Intellectual Property.*** Purchasing Entity and Contractor each retain ownership of, and all rights, title and interest in, their respective pre-existing or independently developed intellectual property and all derivative works arising there from, subject to any license rights and ownership rights contained herein. Pre-existing intellectual property does not include any third-party intellectual property. Contractor's pre-existing or independently developed intellectual property is referred to herein as "Contractor Works." Contractor Works include Contractor research reports, scorecards, rankings, product comparisons, spreadsheets, graphics, tables, charts, data, compilations of data, assessment tools such as product rankings, formulas, and algorithms and all other Contractor proprietary content and material made available hereunder.
- c. ***License Grant.*** To the extent a subscription to Contractor Works is purchased pursuant to a Purchasing Addendum, Contractor grants the Purchasing Entity a license for the number of users specified in such Participating Addendum to access the Contractor Works specified therein ("User Licenses") during the term of such Purchasing Addendum, subject to the terms and conditions of this agreement. Each User License enables access to the licensed Contractor Works by a Purchasing Entity employee, or a consultant or independent contractor of the Purchasing Entity (for use solely in connection with the provision of services to the Purchasing Entity), with a user ID and a password issued by Contractor. A User License is required for each Purchasing Entity employee, consultant or contractor that has electronic access to the Contractor Works. Each User License entitles the licensed user to: (a) make a single copy of the Contractor Works for the licensed user's individual archival use; and (b) make a copy or slide of each scorecard, ranking, product comparison, spreadsheet, graphic, table, or portions of text less than a paragraph long contained in the Contractor Works for internal presentation purposes only, provided the Contractor copyright and Contractor's other proprietary notices are affixed thereto. Except as explicitly permitted herein, the Purchasing Entity shall not sell, lease, transfer, sublicense, or otherwise make available or permit access to the Contractor Works, or any portion thereof, to any third party or any non-licensed employee, consultant or contractor and shall not copy the Contractor Works in whole or in part. The Purchasing Entity shall be fully responsible for any of its employees', consultants' or contractors' use of the Contractor Works in accordance with this agreement. The licensed user is authorized to incorporate the insubstantial portions of the Contractor's Works authorized by a User License as set forth above into documents that are produced by Purchasing Entity for the Purchasing Entity's governmental purposes and not commercial use, subject to the terms, conditions and restrictions set forth herein.
- d. ***Intellectual Property Rights.*** Subject to Sections 20.b and 20.c, unless otherwise set forth in a subsequent Purchasing Addendum, Contractor owns all rights, title, and interest in all works created specifically for the Purchasing Entity and paid for under the terms of a Participating Addendum ("Work Product"), and the Purchasing Entity shall utilize such Work Product for the Purchasing Entity's internal government purposes only and may only refer to or distribute such Work Product externally upon Contractor's prior approval, except as required by law. To the extent any Contractor intellectual property is provided along with or as part of Work Product, Contractor grants to the Purchasing Entity a world-wide, perpetual, fully-paid, non-exclusive, royalty-free, irrevocable license to use and modify for internal governmental purposes any of such

intellectual property, subject to the same restrictions on external use as are applicable to the associated Work Product.

- e. **Indemnification Obligation.** Notwithstanding Section 33, Contractor will indemnify; defend, to the extent permitted by law; and hold harmless the Purchasing Entity, at Contractor's expense, from any action or claim brought against the Purchasing Entity to the extent that it is based on a claim that all or part of the intellectual property provided to the Purchasing Entity infringes upon the intellectual property rights of others. Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Contractor's or the Purchasing Entity's opinion is likely to arise, Contractor must either procure for the State the right or license to use Contractor's intellectual property at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim, or refund a pro-rata portion of the fees paid for such allegedly infringing intellectual property. This remedy of the Purchasing Entity will be in addition to and not exclusive of other remedies provided by law.

## General Provisions

### 21. Insurance and Limitation of Liability

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:
- (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
  - (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- d. Prior to commencement of performance, Contractor shall provide to the Lead State a written

endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, and (2) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

- e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days of request after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.
- g. Contractor shall not be liable for any damages incurred by the Lead State, Purchasing Entity or Participating Entity arising as a result of decisions made in reliance upon the Contractor IP, Work Product or Services. In no event will either party be liable for any consequential, indirect, special, or incidental damages such as damages for lost profits, business failure or loss, arising out of this Agreement, whether or not such party has been advised of the possibility of such damages. Except with respect to Contractor's obligations under Section 33 (Indemnification), Contractor's entire liability arising out of a Purchasing Addendum shall be limited to and shall not exceed two (2) times the Annual Spend paid to Contractor by the Purchasing Entity or \$2,000,000, whichever is greater.

## **22. Records Administration and Audit**

- a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder. Except for audits by the federal government (including its grant awarding entities and the U.S. Comptroller General), and those conducted under authority of a state auditor or legislative auditor, Lead State, a Participating Entity and a Purchasing Entity may request any such audit be conducted no more than once a calendar year.
- b. Without limiting any other remedy available to any governmental entity, the Contractor shall

reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

- c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

### **23. Confidentiality, Non-Disclosure, and Injunctive Relief**

- a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) can be shown by the Contractor to have been independently developed by employees, agents or subcontractors of Contractor without use or reference of the Confidential Information.
- b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor 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 Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the

performance of this Master Agreement.

- c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to sections 23 and 24. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

## **24. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

## **25. Assignment/Subcontracts**

- a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State. The foregoing notwithstanding, subject to the Purchasing Entity's approval Contractor may subcontract certain portions of services provided without the written approval of the Lead State.
- b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint.

## **26. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

## **27. Independent Contractor**

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold



itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

## **28. Cancellation**

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products or services delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

## **29. Force Majeure**

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, public health emergencies, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement. A Force Majeure Event shall not excuse obligations to pay amounts due and owing, so long as services continue to be provided.

## **30. Defaults and Remedies**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
  - (1) Nonperformance of contractual requirements; or
  - (2) A material breach of any term or condition of this Master Agreement; or
  - (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
  - (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
  - (5) Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and may provide a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
  - (1) Exercise any remedy provided by law; and

- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
  - (3) Impose liquidated damages as provided in this Master Agreement; and
  - (4) Suspend Contractor from being able to respond to future bid solicitations; and
  - (5) Suspend Contractor's performance; and
  - (6) Withhold payment until the default is remedied.
- d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

### 31. Waiver of Breach

Failure of the Contractor, Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Contractor, Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Contractor, Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

### 32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

### 33. Indemnification

- a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.
- b. **Indemnification – Intellectual Property.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

- (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
  - a. provided by the Contractor or the Contractor's subsidiaries or affiliates;
  - b. specified by the Contractor to work with the Product; or
  - c. reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
  - d. It would be reasonably expected to use the Product in combination with such product, system or method.
- (2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

### **34. No Waiver of Sovereign Immunity**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

### **35. Governing Law and Venue**

- a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

- b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

### **36. Assignment of Antitrust Rights**

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

### **37. Contract Provisions for Orders Utilizing Federal Funds**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

### **38. Intentionally Left Blank**

### **39. Intentionally Left Blank**

### **40. Other**

Notwithstanding the language of this Master Agreement or the Contractor's terms of use, policies, or usage guidelines of specific products and services, the Contractor recognizes and agrees that during the course of legitimate Purchasing Entity business operations employees of Purchasing Entity may occasionally share Contractor owned research documents and information internally in furtherance of a legitimate Purchasing Entity business purpose. Any such sharing will not be the basis of a claim of breach by the Contractor so long as the Purchasing Entity makes commercially reasonable efforts to comply with the terms of Section 20 (Intellectual Property) of this Master Agreement, applicable terms of use, policies and/or usage guidelines. In the event Contractor learns of a Participating Entity sharing Contractor owned research document in a manner not in accordance with this Agreement and/or the Participating Addendum, Contractor agrees to contact the Participating Entity and work with the Participating Entity to resolve any such non-compliance prior to termination of the corresponding license agreement.

In the event of conflict or inconsistency between this Master Agreement and any other agreement, terms or policies, the terms of this Master Agreement shall supersede and control.

**(December 2017)**

## **Exhibit B: Specifications, Duties, and Scope of Work**

The Contractor will provide Information Technology Research and Advisory services as further described in each applicable Order. Information Technology topics may include, but are not limited to, the following:

1. IT business advice, objective IT research, and IT data that is thematic, prescriptive, and executable, and that provides a comprehensive perspective on the rapidly changing IT environment. Sponsors of research must be identified.
2. Access to an online database containing IT research articles. The database should contain at least 1,000 articles or more including white papers, research reports, webinars, bulletins, summaries, and any other IT research oriented documents published within the last five years.
3. Response to over-the-phone inquiries regarding published articles and direction on other available resources.
4. Advisory services regarding strategic and tactical planning for customer's IT policy development.
5. On-site workshops, advisory engagements, and conferences on IT related topics.

IT topics may include, but are not limited to, the following:

- Planning and establishing IT policies, procedures, and best practices
- Establishing and implementing IT governance
- Review of new and emerging Information Technologies
- Assistance with acquisition decisions for IT hardware and software
- Software licensing and Asset Management
- Application/system development
- Data analytics, data management, and business intelligence
- Information security
- Strategic planning and Enterprise Architecture
- Evaluations of industry issues, products, and major trends in the marketplace
- IT Benchmarking
- Digital transformation and Digital Government Services
- IT talent, recruiting, and retention
- TelCom, IP telephony, and call center solutions
- Disaster recovery and business continuity
- Cloud computing
- Mobile device strategy and management
- Emergency response and radio communications
- Enterprise CRM

## Exhibit C: Pricing

## Base Pricing

Contract Line Item Number (CLIN)	Product	Product Name	Forrester SKU	Quantity	NASPO Price
001	Advisory	Service Unit	SERVICEUNIT	10	\$1,413.00
002	Executive Programs	Executive Program (CIO, CMO, CXO)	CMOEP_AOC_SHELL / CIOEP_AOC_N_SHELL / CXOEP_AOC_SHELL	1	\$88,825.00
003	Executive Programs	Executive Essentials (CIO, CMO, CXO)	CMOEE_AOC_SHELL / CIOEE_AOC_SHELL / CXOEE_AOC_SHELL	1	\$69,065.00
004	Research Products	Age of the Customer Research MEMBER	AOC_M	1	\$43,415.00
005	Research Products	Age of the Customer Research READER	AOC_R	1	\$14,820.00
006	Analytics	CX Index Industry Package	CXI_I_P_SHELL	1	\$59,232.50
007	Analytics	CX Index Add-On Business Impact Simulator	CT_CXI_BIST	1	\$8,208.00
008	Analytics	CX Index Add-On Module	CT_CXI_MOD	1	\$8,208.00
009	Analytics	CX Index Add-On Advisory Hour	CT_CXI_ADV_H	1	\$1,368.00
010	Analytics	CX Index Survey License	CT_CXI_SCORE	1	\$9,975.00
011	Learning	Learning - B2B - Online Course	L_OC_B2B	1	\$1,928.50
012	Learning	Learning - CX Certification - Online Course	CXC_L_OC	1	\$1,928.50
013	Learning	Learning - Zero Trust Certification - Online Course	ZTC_L_OC	1	\$1,928.50
014	Learning	Learning - CX Essentials - Online Course	CXC_L_EOC	100	\$9,880.00
015	Learning	Learning - CX Essentials - Customization Package	CXC_L_CP	1	\$14,820.00
016	Learning	Learning - Advisory	CXC_L_A	1 hour	\$1,491.50
017	Team Access	Team Access for Executive Program and up to 2 Team Members	TA_EP2_SHELL	1	\$118,560.00
018	Team Access	Team Access for Executive Program	TA_EP5_SHELL	1	\$143,260.00

Contract Line Item Number (CLIN)	Product	Product Name	Forrester SKU	Quantity	NASPO Price
		and up to 5 Team Members			
019	Team Access	Team Access for Executive Program and up to 10 Team Members	TA_EP10_SHELL	1	\$172,900.00
020	Team Access	Team Access - AOC Research Member - Add-On	TA_AO_AOC_M	1	\$14,820.00
021	Consulting	Custom Advisory Consulting	Engagement Lead	1 hour	\$733.50
022	Consulting	Custom Advisory Consulting	Lead Analyst	1 hour	\$774.90
023	Consulting	Custom Advisory Consulting	Program Manager	1 hour	\$637.20
024	Consulting	Custom Advisory Consulting	Project Coordinator	1 hour	\$256.50
025	Consulting	Custom Advisory Consulting	SME III	1 hour	\$733.50
026	Consulting	Custom Advisory Consulting	SME II	1 hour	\$637.20
027	Consulting	Custom Advisory Consulting	SME I	1 hour	\$501.30
028	Consulting	Custom Advisory Consulting	Information Technology Consultant III	1 hour	\$364.50
029	Consulting	Custom Advisory Consulting	Information Technology Consultant II	1 hour	\$256.50
030	Consulting	Custom Advisory Consulting	Information Technology Consultant I	1 hour	\$112.50
031	Consulting	Custom Advisory Consulting	Business and Management Consultant III	1 hour	\$364.50
031	Consulting	Custom Advisory Consulting	Business and Management Consultant II	1 hour	\$256.50
032	Consulting	Custom Advisory Consulting	Business and Management Consultant I	1 hour	\$112.50
033	Consulting	Custom Advisory Consulting	Data and Analytics Consultant III	1 hour	\$630.00
034	Consulting	Custom Advisory Consulting	Data and Analytics Consultant II	1 hour	\$391.50
035	Consulting	Custom Advisory Consulting	Data and Analytics Consultant I	1 hour	\$318.60
036	Consulting	Custom Advisory Consulting	Learning and Training Consultant III	1 hour	\$364.50



Contract Line Item Number (CLIN)	Product	Product Name	Forrester SKU	Quantity	NASPO Price
037	Consulting	Custom Advisory Consulting	Learning and Training Consultant II	1 hour	\$256.50
038	Consulting	Custom Advisory Consulting	Learning and Training Consultant I	1 hour	\$112.50
039	Consulting	Custom Advisory Consulting	Editor	1 hour	\$126.90
040	Consulting	Custom Advisory Consulting	Support Specialist	1 hour	\$153.00

### Additional Volume Pricing

Volume Pricing for Product Name	Number of Seats/Licenses	NASPO Price
Age of the Customer Research MEMBER	1	\$43,415.00
Age of the Customer Research MEMBER	2	\$76,000.00
Age of the Customer Research MEMBER	5	\$146,205.00
Age of the Customer Research MEMBER	10	\$207,005.00
Age of the Customer Research MEMBER	15	\$249,375.00
Age of the Customer Research MEMBER	25	\$304,380.00
Age of the Customer Research MEMBER	50	\$386,792.50
Age of the Customer Research MEMBER	100	\$486,067.50
Volume Pricing for Product Name	Number of Seats/Licenses	NASPO Price
Age of the Customer Research READER	1	\$14,820.00
Age of the Customer Research READER	2	\$24,890.00
Age of the Customer Research READER	5	\$55,100.00
Age of the Customer Research READER	10	\$95,798.00
Age of the Customer Research READER	15	\$120,355.50
Age of the Customer Research READER	25	\$154,745.50
Age of the Customer Research READER	50	\$215,070.50
Age of the Customer Research READER	100	\$287,270.50
Volume Pricing for Product Name	Number of Seats/Licenses	NASPO Price
Certification - Online Course (B2B, CX, ZT)	1	\$1,928.50
Certification - Online Course (B2B, CX, ZT)	2	\$3,657.50
Certification - Online Course (B2B, CX, ZT)	3	\$5,386.50
Certification - Online Course (B2B, CX, ZT)	4	\$6,925.50
Certification - Online Course (B2B, CX, ZT)	5	\$8,464.50
Certification - Online Course (B2B, CX, ZT)	10	\$15,209.50
Certification - Online Course (B2B, CX, ZT)	20	\$26,799.50

Certification - Online Course (B2B, CX, ZT)	40	\$42,189.50
<b>Volume Pricing for Product Name</b>	<b>Number of Seats/Licenses</b>	<b>NASPO Price</b>
Certification - CX Essentials Online Course	100	\$9,880.00
Certification - CX Essentials Online Course	500	\$31,540.00
Certification - CX Essentials Online Course	1000	\$47,215.00

## Defined Terms

### Defined Terms:

**ANALYST INQUIRY:** Analyst Inquiry entitles the licensed user to request e-mail responses from the specified Forrester analysts and schedule one-on-one telephone meetings with such Forrester analysts at mutually agreed-upon times for periods not to exceed thirty (30) minutes per meeting. Analyst Inquiries should be based on Forrester's written research. All Analyst Inquiry responses are for Buyer's internal business use only.

**AOC EXCLUSIVE RESEARCH CONTENT:** AOC Exclusive Research Content is the portion of Forrester's research delivered via [www.forrester.com](http://www.forrester.com) that is selected by Forrester, at its sole discretion, as exclusive content specific to navigating the age of the customer.

**CLICK AND SHARE:** Click and Share allows the licensed user to share up to four (4) separate documents from the specified Research Content with up to four (4) non-licensed individuals during the term of the Order Form using the Click and Share function on Forrester's website. Click and Share is in addition to any other rights granted to Buyer under the Order Form, the Framework Agreement and the Call-Off Contract.

**CORE TEAM:** Individuals who work directly for the Leader or with the Leader on cross-functional activities.

**DEPUTY:** A Leadership Board Membership Deputy is a direct report of the Leadership Board Membership license holder. The Deputy acts with or on behalf of the Leadership Board Membership license holder.

**M&S RESEARCH CONTENT:** M&S Research Content is the portion of Forrester's written research delivered via [www.forrester.com](http://www.forrester.com) that is targeted specifically to professionals working in Marketing and Strategy roles within their organizations.

**RESEARCH INQUIRY:** Research Inquiry allows licensed users to obtain answers regarding Forrester's research from Forrester's Research Inquiry team.

## Service Types

### I. RESEARCH

#### 1. Age of the Customer Research Reader

**AGE OF THE CUSTOMER RESEARCH READER:** Each Age of the Customer Research Reader License purchased hereunder is a User License that entitles its holder to: (a) access to the BT Research Content, M&S Research Content and AOC Exclusive Research Content in accordance with the Master Agreement; (b) Research Inquiry; and (c) Click and Share.

#### 2. Age of the Customer Research Member

**AGE OF THE CUSTOMER RESEARCH MEMBER:** Each Age of the Customer Research Member License purchased is a User License that entitles its holder to: (a) access to the BT Research Content, M&S Research Content and AOC Exclusive Research Content in accordance with the Framework Agreement, Call-Off Contract and the product terms herein; (b) unlimited Analyst Inquiry with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content; (c) participation in Forrester Webinars with the

Forrester analysts producing the BT Research Content , M&S Research Content and AOC Exclusive Research Content held during the term of the Order Form; (d) Research Inquiry; and (e) Click and Share.

## II. CONNECT

### 1. Executive Program

**FORRESTER EXECUTIVE PROGRAM:** Each Forrester Executive Program Membership License purchased is a User License that entitles its holder to: (a) participation in the specified Forrester Executive Program; (b) access to the BT Research Content, M&S Research Content and AOC Exclusive Research Content in accordance with the Framework Agreement, Call-Off Contract and the product terms herein; (c) unlimited Analyst Inquiry with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content; (d) participation in Forrester Webinars with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content held during the term of the Order Form; (e) Research Inquiry; (f) Click and Share; (g) access to a dedicated executive partner; (h) attendance to one (1) Forrester Forum held during the term of the Order Form; and (i) two onsite strategy sessions with the executive partner and/or a Forrester analyst (travel costs included for any same continent travel). The Forrester Executive Program Membership License holder may designate one (1) named Deputy to participate in the following Executive Program activities: Advisor Check-ins, Analyst Inquiries, and Group Peer Exchanges, provided the license holder initiates and concurrently participates in such activities. The Deputy may not be changed without Forrester's prior approval, except that Buyer may substitute a Deputy upon notice to Forrester if: (1) a Deputy leaves Buyer's employ or is no longer a direct report of the Executive Program Membership License holder; or (2) a Deputy's job function has substantially changed, so that such Deputy's access to the foregoing select activities is no longer deemed necessary by Buyer.

### 2. Executive Essentials for CIO

**FORRESTER EXECUTIVE ESSENTIALS:** Each Forrester Executive Essentials Membership License purchased is a User License that entitles its holder to: (a) participation in the specified Forrester Executive Program; (b) access to the BT Research Content, M&S Research Content and AOC Exclusive Research Content in accordance with the Framework Agreement, Call-Off Contract and the product terms herein; (c) unlimited Analyst Inquiry with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content; (d) participation in Forrester Webinars with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content held during the term of the Order Form; (e) Research Inquiry; (f) Click and Share; (g) access to a dedicated executive partner; and (h) attendance to one (1) Forrester Forum held during the term of the Order Form.

The Membership License holder may designate one (1) named Deputy to participate in the following Executive Essentials activities: Advisor Check-ins, Analyst Inquiries, and Group Peer Exchanges, provided the license holder initiates and concurrently participates in such activities. The Deputy may not be changed without Forrester's prior approval, except that Buyer may substitute a Deputy upon notice to Forrester if: (1) a Deputy leaves Buyer's employ or is no longer a direct report of the Executive Essentials Membership License holder; or (2) a Deputy's job function has substantially changed, so that such Deputy's access to the foregoing select activities is no longer deemed necessary by Buyer.

## III. TEAM ACCESS

### 1. Team Access for Executive Program

1. **TEAM ACCESS FOR EXECUTIVE PROGRAM:** Each Team Access for Executive Program Membership License purchased is a User License that entitles its holder to: (a) participation in the specified Forrester Executive Program; (b) access to the BT Research Content, M&S Research Content and AOC Exclusive Research Content in accordance

with the Framework Agreement, Call-Off Contract and the product terms herein; (c) unlimited Analyst Inquiry with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content; (d) participation in Forrester Webinars with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content held during the term of the Order Form; (e) Research Inquiry; (f) Click and Share; (g) access to a dedicated executive partner; (h) attendance to one (1) Forrester Forum held during the term of the Order Form; and (j) two onsite strategy sessions with the executive partner and/or a Forrester analyst (travel costs included for any same continent travel).

The Membership License holder may invite two of his or her direct reports to participate in executive partner meetings. An unlimited number of direct reports may participate in the onsite strategy sessions.

2. **TEAM ACCESS – 2 Members:** Each Team Access license purchased broadens the scope of the associated Leadership Board Membership or Forrester Executive Program Membership License, as applicable, by granting its holder (referred to herein as the “Leader”) the right to assign two (2) Team Access Member licenses to individuals in the Leader’s Core Team. Core Team members assigned a Team Access Member license hereunder may participate in Analyst Inquiries requested by the Leader and each other, share documents with other Core Team members and attend one (1) Forrester forum. The Leader may reassign one (1) User License within one calendar year at the Leader’s convenience.

3. **Team Access - AOC Research Member - Add-On**

**TEAM ACCESS RESEARCH MEMBER:** Each Team Access Research Member License purchased is a User License that entitles its holder to: (a) access to the BT Research Content, M&S Research Content and AOC Exclusive Research Content in accordance with the Framework Agreement, Call-Off Contract and the product terms herein; (b) unlimited Analyst Inquiry with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content; (c) participation in Forrester Webinars with the Forrester analysts producing the BT Research Content, M&S Research Content and AOC Exclusive Research Content held during the term of the Order Form; (d) Research Inquiry; and (e) Click and Share.

4. **Team Access - AOC Research Reader Add-On for a Team up to XX**

**TEAM ACCESS RESEARCH READER:** Each Team Access Research Reader License purchased is a User License that entitles its holder to: (a) access to the BT Research Content, M&S Research Content and AOC Exclusive Research Content in accordance with the Framework Agreement, Call-Off Contract and the product terms herein; (b) Research Inquiry; and (c) Click and Share.

#### **IV. LEARNING**

1. **Learning – CX Certification – Online Course**

**LEARNING - CX CERTIFICATION - ONLINE COURSE -** Each Forrester CX Training and Certification User License purchased hereunder entitles the licensed users to access Forrester's Training and Certification eLearning portal during the term of this Purchase Agreement for an eight (8) week continuous period (“Access Period”). During the Access Period each User License holder has access to (a) pre-course materials; and (b) the selected CX Training and Certification course. A Forrester certification in the selected CX Training and Certification course will be issued to each licensed user that completes the course content, as determined by Forrester in its sole discretion. The level of certification may be subject to eligibility requirements. Client is specifically prohibited from displaying, disseminating, or otherwise providing access to the Forrester Training and Certification e-Learning Portal and any Training and Certification program content to any non-licensed employee or any third party. Any Client requests for customization of a Forrester Training and Certification program are subject to separate scoping and additional fees. Client may select a course from any Forrester CX Certification course that is available during the term of this Purchase Agreement.

## 2. Learning – CX Essentials – Online Course

CX ESSENTIALS – ONLINE COURSE – Each Forrester CX Essentials license purchased hereunder is a User License that entitles its holder to the following during a consecutive twelve (12) month period beginning during the term of this Purchase Agreement: (a) access to Forrester’s Training and Certification eLearning portal; b) pre-course materials; and (c) the selected CX Training course. Materials and content accessed shall be versions existing as of the start date of this Purchase Agreement. Client is specifically prohibited from displaying, disseminating, or otherwise providing access to the Forrester Training and Certification e-Learning Portal and any CX Essentials Online content to any non-licensed employee or any third party. Client shall have access to administrator features through Forrester’s Training and Certification eLearning Portal for one (1) licensed user designated by Client. Customization of a CX Essentials online course is subject to separate fees.

## 3. Learning – Zero Trust – Online Course

CERTIFICATION - ZERO TRUST - ONLINE COURSE - Each Forrester Zero Trust Training and Certification User License purchased hereunder entitles the licensed users to access Forrester's Training and Certification eLearning portal during the term of this Purchase Agreement for the length of time specified in the course terms and conditions (“Access Period”). During the Access Period each User License holder has access to (a) pre-course materials; and (b) the selected Zero Trust Training and Certification course. A Forrester certification in the selected Zero Trust Training and Certification course will be issued to each licensed user that completes the course content, as determined by Forrester in its sole discretion. The level of certification may be subject to eligibility requirements. Client is specifically prohibited from displaying, disseminating, or otherwise providing access to the Forrester Training and Certification e-Learning Portal and any Training and Certification program content to any non-licensed employee or any third party. Any Client requests for customization of a Forrester Training and Certification program are subject to separate scoping and additional fees. Client may select a course from any Forrester Zero Trust Certification course that is available during the term of this Purchase Agreement.

## V. ANALYTICS

Each CX Index Advisory Hour purchased hereunder entitles the Client to one (1) hour of access to the CX Index Product Team to conduct mutually agreed CX Index data analysis and insights work.

### 1. CX Index Survey License

CX INDEX SURVEY LICENSE: Each CX Index Survey License purchased hereunder is a license that during the term of this Purchase Agreement entitles Client to utilize the standardized CX Index survey questions (customization not included) that capture the CX Index Metrics (i.e., the Three E’s of CX Quality, the three Loyalty factors, and CX Drivers) within one (1) client-run survey to capture up to 5,000 completed responses. Scoring for additional completed responses requires the purchase of additional CX Index Survey License(s). Client assumes the responsibility to program, test, and field/host the survey without Forrester support. Forrester will conduct one (1) courtesy review of the survey test link to ensure the survey programming was done correctly. After the survey has been fielded, Client will send Forrester a SPSS (or other mutually agreeable format) file with all the survey data captured and, if applicable, any other associated data the client deems useful in the analysis phase of the engagement, provided, however, that Client will ensure that no personally identifying information (PII) will be included in such data file. Data analysis, insights support and intermediate scoring of the data while fielding is in process are not included in this engagement.

Client is permitted to display or disseminate CX Index data resulting from the Survey License study only internally within Client’s organization. The CX Index survey questions and CX driver statements may only be used in connection with Client’s use of the CX Index products and services purchased hereunder. Client is specifically prohibited from displaying, disseminating or otherwise providing access to any CX Index data or CX Index survey questions or CX driver statements to any third party, including contractors, consultants, agencies, clients or customers.

Solely upon execution of a Purchase Agreement for a CX Ad Rights License, Client is permitted to display or disseminate the results from this Survey License study externally, subject to the terms of the applicable Purchase Agreement and Forrester’s prior review and approval of Client's award citation.

### 2. CX Index Industry Package - Essentials

**CX INDEX INDUSTRY PACKAGE – ESSENTIALS:** Each CX Index Industry Package – Essentials purchased hereunder is a license that during the term of this Purchase Agreement entitles Client to (i) assign an unlimited amount of CX Index Platform User Licenses for one industry in one geographic segment in accordance with the Master Agreement, and (ii) up to one (1) hour of CX Index Platform support with a CX Index Program Manager. Each User License holder requires a username and password to access the platform. Access to the CX Index Platform includes CX Index Benchmark data selected by Forrester, at its sole discretion, for one industry and one geographic segment. Data analyses or insights support is not included as part of this package.

Client is permitted to display or disseminate CX Index Industry Data only internally within Client's organization. The CX Index survey questions and CX driver statements provided in the CX Index Industry Benchmark Data or survey instrument may only be used in connection with Client's use of the CX Index products and services purchased hereunder. Client is specifically prohibited from displaying, disseminating or otherwise providing access to any CX Index Industry Benchmark Data or CX Index survey questions or CX driver statements to any third party, including contractors, consultants, agencies, clients or customers.

Solely upon execution of a Purchase Agreement for a CX Ad Rights License, Client is permitted to display or disseminate its CX Index award status (e.g. CX Elite or #1 Leader in the Industry) externally, subject to the terms of the applicable Purchase Agreement and Forrester's prior review and approval of Client's award citation.

### **3. CX Index Industry Package**

**CX INDEX INDUSTRY PACKAGE (US/Canada only):** Each CX Index Industry Package purchased hereunder is a license that during the term of this Purchase Agreement entitles Client to (i) assign an unlimited amount of CX Index Platform User Licenses to one industry in one geographic segment in accordance with the Master Agreement and(ii) a CX Index Engagement Program in accordance with the below. Each User license holder requires a username and password to access the platform. Access to the CX Index Platform includes CX Index Benchmark data selected by Forrester, at its sole discretion, for one industry and one geographic segment.. The CX Index Engagement Program includes the following:

- (a) Alignment Kickoff – one (1) 60-minute session reviewing the CX Index Engagement Program, including descriptions of deliveries, timing of deliveries, and information Client must supply prior to starting analysis.
- (b) Preview of Insights & Assessments Presentation – one (1) 30-minute meeting to preview high level insights and recommendations. Client may request slides be reorganized and deleted, but no additional data analysis will be conducted or new slides created.
- (c) Insights & Assessment Presentation- one (1) 90-minute presentation that includes a review of the Client's performance and the performance of up to five selected competitors on the key CX metrics, the recommended 6-8 CX Priority Drivers.
- (d) Business Impact Simulator - (a) One (1) Excel-based Business Impact Simulator created to showcase the relationship between priority CX drivers and key business impact metrics and (b) one (1) 30-minute inquiry call to answer any Client questions about the Business Impact Simulator.
- (e) Preview of Module Presentation – one (1) 30-minute meeting to preview high level insights and recommendations. Forrester may delete or reorganize slides upon Clients request, but no additional data analysis will be conducted or new slides created.
- (f) CX Index Module - one (1) 60-minute delivery of the mutually agreed CX Index data analysis and insights work.

Client is permitted to display or disseminate CX Index Industry Data only internally within Client's organization. The CX Index survey questions and CX driver statements provided in the CX Index Industry Benchmark Data or survey instrument may only be used in connection with Client's use of the CX Index products and services purchased hereunder. Client is specifically prohibited from displaying, disseminating or otherwise providing access to any CX Index Industry Benchmark Data or CX Index survey questions or CX driver statements to any third party, including contractors, consultants, clients or customers.

Solely upon execution of a Purchase Agreement for a CX Ad Rights License, Client is permitted to display or disseminate its CX Index award status (e.g. CX Elite or #1 Leader in the Industry) externally, subject to the terms of the applicable Purchase Agreement and Forrester's prior review and approval of Client's award citation.

Each CX Index CX Elite Data Package purchased hereunder is a license that during the term of this Purchase Agreement entitles Client to access the following in connection with one (1) Forrester CX Index Benchmark year:

(a) CX Index Metrics (performance on the CX Index score, the Three E's of CX Quality, the three Loyalty factors, and CX Drivers) for up to five CX Elite brands identified by Forrester in one geographic segment; (b) one (1) 60-minute CX Elite insights presentation that includes one (1) PowerPoint deck containing data insights and analyses. The focus of the CX Elite insights presentation will revolve exclusively around the thematic best-practices (from CX Elite brands and others) related to the Three E's of CX Quality (Effectiveness, Ease, and Emotion). Each User license holder requires a username and password to access the platform.

Client is permitted to display or disseminate CX Index CX Elite Data only internally within Client's organization. The CX Index survey questions and CX driver statements provided in the CX Index CX Elite Data or survey instrument may only be used in connection with Client's use of the CX Index products and services purchased hereunder. Client is specifically prohibited from displaying, disseminating or otherwise providing access to any CX Index CX Elite Data or CX Index survey questions or CX driver statements to any third party, including contractors, consultants, clients or customers.

#### **4. CX Index Module – Add On**

CX INDEX MODULE – ADD ON: Each CX Index Module entitles Client to

(a) One (1) 30-minute meeting to preview high level insights and recommendations. Client may request slides be reorganized and deleted, but no additional data analysis will be conducted or new slides created.

(b) One (1) 60-minute presentation of the mutually agreed CX Index data analysis and insights, including the associated PowerPoint slides.

Client is permitted to display or disseminate CX Index Data only internally within Client's organization. The CX Index survey questions and CX driver statements provided in the CX Index Data or survey instrument may only be used in connection with Client's use of the CX Index products and services purchased hereunder. Client is specifically prohibited from displaying, disseminating or otherwise providing access to any CX Index Data or CX Index survey questions or CX driver statements to any third party, including contractors, consultants, agencies, clients or customers.

Solely upon execution of a Purchase Agreement for a CX Ad Rights License, Client is permitted to display or disseminate its CX Index award status (e.g. CX Elite or #1 Leader in the Industry) externally subject to the terms of the applicable Purchase Agreement and Forrester's prior review and approval of Client's award citation.

#### **5. CX Index Business Impact Simulator**

CX INDEX BUSINESS IMPACT SIMULATOR: Each Business Impact Simulator purchased hereunder entitles Client to (a) one (1) Excel-based Business Impact Simulator created to showcase the relationship between priority CX drivers and key business impact metrics and (b) one (1) 60-minute inquiry call to answer any Client questions about the Business Impact Simulator.

Client is permitted to display or disseminate CX Index data and results from the Business Impact Simulator only internally within Client's organization. The Business Impact Simulator questions and model algorithm details, as well as CX Index survey questions and CX driver statements provided in the CX Index Data or survey instrument, may only be used in connection with Client's use of the CX Index products and services purchased hereunder. Client is specifically prohibited from displaying, disseminating or otherwise providing access to any CX Index Data, CX Index survey questions, CX driver statements, Business Impact Simulator questions, or Business Impact Simulator model algorithm details to any third party, including contractors, consultants, agencies, clients or customers.

Solely upon execution of a Purchase Agreement for a CX Ad Rights License, Client is permitted to display or disseminate its CX Index award status (e.g. CX Elite or #1 Leader in the Industry) externally subject to the terms of the applicable Purchase Agreement and Forrester's prior review and approval of Client's award citation.

## **VI. CONSULTING AND ADVISORY**

- I. PROJECT CONSULTING: Forrester will provide the consulting services the Buyer and Supplier agree to in an Order Form ("Consulting Services"). Consulting Services are intended for Buyer's internal purposes. Project Specific IPRs, and any Supplier Background IPR provided along with or as part of Project Specific IPRs, shall not be shared outside of the Buyer unless required pursuant to a Request for Information or other applicable Laws.

- II. **ADVISORY:** Advisory may be used by Clients to access Forrester's Analyst community. Advisory can be used for ad-hoc analyst inquiries, speeches, webinars, strategy sessions or other short interactions with Forrester analysts to deliver a deeper understanding of Forrester Works. Advisory may not be used to access analysts responsible for creating and delivering SiriusDecisions branded research content.