



## STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 1

CONTRACT #: AR2471

Starting Date: 9/30/2016

Expiration Date: 9/15/2026

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Atos IT Solutions and Services, Inc. (Referred to as CONTRACTOR).

**BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

Update and replace Attachment C: Pricing Discounts and Pricing Schedule with the attached Attachment C dated 11/2/2022. Create new Attachment E: Additional Terms and Conditions and add attached AWS Public Sector Access Policy. Update Attachment A and substitute Section 5 (Assignment/Subcontracts) to read in its entirety as follows: 5. Assignment/Subcontracts: Neither Party shall assign, sell, transfer, or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the other Party which approval shall not be unreasonably withheld or delayed.

Effective Date of Amendment: 11/18/2022

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE OF UTAH**

DocuSigned by:  
*Christine A. Gaines*  
AFEBB51630DF483...

November 17, 2022 | 3:16 EST

*Nick Hughes*  
Nick Hughes (November 17, 2022 07:46 MST)

11/18/2022

Contractor's Signature

Date

Director, State of Utah Division of Purchasing

Date

Christine A. Gaines

Contractor's Name (Print)

Head of Public Sector and Defense, NA

Title (Print)

**For Division of Purchasing Internal Use**

Purchasing Agent	Phone #	E-mail Address	Contract #
Blake Theo Porter	801-957-7136	btporter@utah.gov	AR2471

## Attachment C – Cost Schedule Updated 11/2/2022

---

### Solicitation Number CH16012 NASPO ValuePoint Cloud Solutions RFP

**Cloud Solutions By Category.** Specify *Discount Percent %* Offered for products in each category. Highest discount will apply for products referenced in detail listings for multiple categories. Provide a detailed product offering for each category.

**Software as a Service** Discount %   20  

**Infrastructure as a Service** Discount %   20  

**Platform as a Services** Discount %   20  

**Value Added Services** Discount %   20  

These discounts would be based on volume assessment.

For details, please see file "09b\_Cost Proposal – CH16012 Cloud Solutions."

---

#### Additional Value Added Services:

##### Maintenance Services

Onsite Hourly Rate \$   106.28  

N/A Remote (Offshore) Hourly Rate \$   28.69  

##### Professional Services

- **Deployment Services** Onsite Hourly Rate \$   133.43    
Remote Hourly Rate \$   28.69
- **Consulting/Advisory Services** Onsite Hourly Rate \$   173.56    
Remote Hourly Rate \$   41.21
- **Architectural Design Services** Onsite Hourly Rate \$   173.56    
Remote Hourly Rate \$   41.21
- **Statement of Work Services** Onsite Hourly Rate \$   173.56    
Remote Hourly Rate \$   41.21

##### Partner Services

Onsite Hourly Rate \$   205.58    
Remote Hourly Rate \$   48.00  

##### Training Deployment Services

Onsite Hourly Rate \$   205.58    
Online Hourly Rate \$   48.00

## Attachment E: Additional Terms and Conditions

### AWS PUBLIC SECTOR ACCESS POLICY

(Last Updated April 2, 2018)

This AWS Public Sector Access Policy (“**Access Policy**”) is hereby made a part of the agreement (the “**Agreement**”) between [\_\_\_\_INSERT END CUSTOMER NAME\_\_\_\_] (“**Customer**”) and [\_\_\_\_INSERT SOLUTION PROVIDER NAME\_\_\_\_] (“**Solution Provider**”) regarding Customer’s use of and access to the AWS Services via the AWS accounts provided to Customer by Provider (“**Solution Provider Accounts**”). Section 7 contains definitions of capitalized terms.

**1. Scope.** This Access Policy is not an agreement with Amazon Web Services, Inc. (“**AWS**”). It sets out the rules, conditions, and restrictions that apply to Customer’s use of the AWS Services under Solution Provider Accounts where (1) Customer does not have an AWS Services Agreement with AWS; or (2) if Customer does have an AWS Services Agreement with AWS, Solution Provider has not designated it to AWS as Customer’s own account under the AWS Solution Provider Program.

#### **2. Use of the Services.**

**2.1 Generally.** Solution Provider gives Customer access to the AWS Services via Solution Provider Accounts, and Customer’s use of and access to the AWS Services is governed by the Agreement and this Access Policy. Contractual commitments by AWS to Solution Provider (for example, service level agreements) do not apply as between Customer and AWS. Customer must look solely to Solution Provider under this Agreement regarding any claims or damages relating to, or arising out of, the AWS Services. Solution Provider is not an agent of AWS and is not acting on behalf of AWS, and Customer is not a third party beneficiary of any agreement between Solution Provider and AWS.

**2.2 Disclaimers; Limitations on AWS Liability.** THE AWS SERVICES, AWS CONTENT, AND THIRD-PARTY CONTENT ARE PROVIDED “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, NEITHER AWS, NOR SOLUTION PROVIDER ON BEHALF OF AWS, MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE AWS SERVICES, AWS CONTENT, OR THIRD-PARTY CONTENT. AWS DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (a) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (b) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (c) THAT THE AWS SERVICES, AWS CONTENT, OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, AND (d) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST, ALTERED, OR DAMAGED. AWS WILL NOT BE LIABLE TO CUSTOMER FOR ANY DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, DAMAGES FOR LOST PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH CUSTOMER’S USE OF THE AWS SERVICES, AWS CONTENT, OR THIRD-PARTY CONTENT) ARISING IN CONNECTION WITH, OR RELATED TO, CUSTOMER’S INABILITY TO USE THE AWS SERVICES, INCLUDING AS A RESULT OF ANY TERMINATION OR SUSPENSION OF SOLUTION PROVIDER ACCOUNTS UNDER ANY AGREEMENT BETWEEN AWS AND SOLUTION PROVIDER, DISCONTINUATION OR DOWNTIME OF AWS SERVICES, OR ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ACCOUNT CONTENT.

**2.3 Account Keys.** Solution Provider may provide Customer with AWS account keys which will allow Customer to directly access the AWS Services via Solution Provider Accounts. AWS is not responsible to Customer for any activities that occur under these account keys, regardless of whether the activities are undertaken by Customer, Solution Provider, or a third party (including Customer employees, contractors or agents) and AWS is not responsible to Customer for unauthorized access to Solution Provider Accounts.

**2.4 Third-Party Content.** Through the use of the AWS Services or the AWS Site, Customer may have access to Third-Party Content, which is made available directly to Customer by other entities or individuals under separate terms and conditions, including separate fees and charges. Customer’s use of any Third-Party Content is at its sole risk.

**2.5 AWS Services Policies.** All access to and use of AWS Services is subject to the AWS Services Policies. (Notwithstanding anything in the Acceptable Use Policy and AWS Service Terms, these two AWS Services Policies are not separate agreements between Customer and AWS.)

**2.6 Customer Responsibilities.** Unless otherwise agreed by Solution Provider, Customer is solely responsible for the development, content, operation, maintenance, and use of Account Content in Solution Provider Accounts, including (a) the technical operation of AWS Services in connection with Account Content; (b) compliance of Account Content with the AWS Services Policies and applicable law; (c) any action Customer permits, assists, or facilitates any other person or entity to take under Solution Provider Accounts; and (d) use of AWS Services or Account Content by End Users under Solution Provider Accounts (and ensuring that End Users comply with Customer obligations under this Access Policy). If Customer becomes aware of any violation of its obligations under this Access Policy caused by itself or an End User, Customer will immediately terminate such End User's access to Account Content and the AWS Services by such End User. Unless otherwise agreed by Solution Provider, Customer is solely responsible for properly configuring and using the AWS Services and otherwise taking appropriate action to secure, protect, and backup Solution Provider Accounts and Account Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Account Content from unauthorized access and routinely archiving Account Content.

**3. AWS Services Interruption.** AWS may suspend the Solution Provider Accounts used by Customer to access the AWS Services immediately if AWS determines Customer's or an End User's use of the AWS Services (i) violates the AWS Services Policies; (ii) poses a security risk to the AWS Services or any other AWS customer, (iii) may harm AWS systems or the systems or Content of any other AWS customer; or (iv) may subject AWS to liability as a result of any of the foregoing. We will provide notice of any suspension to Solution Provider, who is solely responsible for providing any notices to Customer under the Agreement. Nothing in this Section 3 will operate to limit Customer's rights or remedies otherwise available to Customer against Solution Provider under the Agreement or applicable law.

**4. Transition of Solution Provider Accounts.** Except as otherwise provided by law or the Agreement, a transition of Solution Provider Accounts from Solution Provider to a third party (or directly to AWS) requires advance written consent by Solution Provider (which Solution Provider must also obtain from AWS). Customer agrees to cooperate with Solution Provider in transitioning Solution Provider Accounts, and to provide all appropriate information and take all appropriate action necessary to facilitate such transition. In any case, absent prior authorization by AWS, Customer may not transfer Solution Provider Accounts to other providers that are not authorized to resell AWS Services.

## **5. Proprietary Rights**

**5.1 Generally.** AWS or its licensors own all right, title, and interest in and to the AWS Services, and all related technology and intellectual property rights. Customer (a) has the right to access and use the AWS Services under Solution Provider Accounts solely in accordance with this Access Policy and the Agreement, and (b) may copy and use the AWS Content provided by Solution Provider (or, as applicable, by AWS) solely in connection with Customer's permitted use of the AWS Services. Except as provided in this Section 5, Customer obtains no rights under this Access Policy from AWS, its affiliates, or Solution Provider to the AWS Services, the AWS Content, or Third-Party Content, including any related intellectual property rights. Some AWS Content and Third-Party Content may be provided to Customer under a separate license, such as the Apache License, Version 2.0, or other open source license. By using those materials, Customer is subject to such additional terms. Customer is solely responsible for securing any necessary approvals for the download and use of such materials.

**5.2 Restrictions.** Neither Customer nor any End User will use the AWS Services or AWS Content in any manner or for any purpose other than as expressly permitted by this Access Policy and the Agreement. Neither Customer nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any AWS Content or Content included in the AWS Services (except to the extent Content included in the AWS Services is provided to Customer under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the AWS Services or apply any other process or procedure to derive the source code of any software included in the AWS Services (except to the extent applicable

law doesn't allow this restriction), or (c) access or use the AWS Services in a way intended to avoid incurring fees or exceeding usage limits or quotas.

**5.3 Suggestions.** If Customer provides any Suggestions to AWS or its affiliates, AWS and its affiliates will be entitled to use the Suggestions without restriction. Customer hereby irrevocably assigns to AWS all right, title, and interest in and to the Suggestions and agrees to provide Customer and AWS any assistance required to document, perfect, and maintain AWS's rights in the Suggestions.

**5.4 U.S. Government Rights.** In accordance with Federal Acquisition Regulation (FAR) Sections 12.211 and 12.212, and Defense Federal Acquisition Regulation Supplement (DFARS) Sections 227.7202-1 and 227.7202-3, the AWS Services are provided (as applicable) as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the AWS Services. If Customer is using the AWS Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue its use of the AWS Services (including any AWS Content).

**6. Representations and Warranties.** Customer represents and warrants to Solution Provider that (a) Customer's and its End Users' use of the AWS Services (including any use by its employees, personnel, and (except for Solution Provider) contractors) will not violate this Access Policy, including the AWS Services Policies; (b) Customer or its licensors own all right, title, and interest in and to Account Content; (c) Account Content (including the use, development, design, production, advertising, or marketing of Account Content) or the combination of Account Content with other applications, Content, or processes, do not and will not violate any applicable laws or infringe or misappropriate any third-party rights; and (d) Customer's use of the AWS Services will not cause harm to any End User.

## 7. Definitions.

**"Account Content"** means Content that Customer or any End User (a) runs on the AWS Services, (b) causes to interface with the AWS Services, or (c) uploads to the AWS Services or otherwise transfer, process, use or store in connection with the AWS Services.

**"AWS Content"** means Content AWS makes available (either directly or indirectly) in connection with the AWS Services or on the AWS Site to allow or facilitate access to and use of the AWS Services, including WSDLs; Documentation; sample code; software libraries; command line tools; and other related technology. AWS Content does not include the AWS Services.

**"AWS Services"** means, collectively or individually (as applicable), the web services made commercially available by us to Solution Provider for use under this Access Policy, including (as applicable) those web services described in the AWS Service Terms.

**"AWS Services Agreement"** means the AWS Customer Agreement at <http://aws.amazon.com/agreement>, or other written agreement by and between AWS and Customer (if any) governing Customer's access to and use of the AWS Services.

**"AWS Services Policies"** means the following provisions (uses of the pronoun "you" shall refer to Customer):

- *AWS Acceptable Use Policy*, located at <http://aws.amazon.com/aup> (as it may be updated by AWS from time to time), which describes prohibited uses of the AWS Services and the AWS Site;
- *AWS Service Terms*, located at <http://aws.amazon.com/serviceterms> (as they may be updated by AWS from time to time), which include the rights and restrictions for particular AWS Services;
- *AWS Site Terms*, located at <http://aws.amazon.com/terms/> (as they may be updated by AWS from time to time), which govern the use of the AWS Site; and
- All restrictions described in the AWS Content and on the AWS Site.

**"AWS Site"** means <http://aws.amazon.com> and any successor or related site designated by AWS.

**"Content"** means software (including machine images), data, text, audio, video or images.

**“Documentation”** means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals, instructions and specifications for the Services currently located at <http://aws.amazon.com/documentation>, as such documentation may be updated by us from time to time.

**“End Customer Account”** means an AWS account designated as such under the AWS Solution Provider Program, through which AWS Services are provided by Solution Provider to Customer, and in connection with which AWS and Customer have an AWS Services Agreement.

**“End User”** means any individual or entity that directly or indirectly through another user: (a) accesses or uses Account Content; or (b) otherwise accesses or uses the AWS Services under Solution Provider Accounts. The term “End User” does not include individuals or entities when they are accessing or using the AWS Services or any Content under their own AWS account, rather than Solution Provider Accounts.

**“Solution Provider Accounts”** means Solution Provider’s AWS accounts through which AWS Services are provided by Solution Provider to Customer.

**“Suggestions”** means all suggested improvements to the AWS Services or AWS Content that Customer provides to AWS or its affiliates.

**“Third-Party Content”** means Content made available to Customer by any third party on the AWS Site or in conjunction with the AWS Services.