Twilio Price Quotation

Carahsoft Technology Corp

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468

TO:	Matt Moran IT Manager Executive Office of Tech and Security Services 1 Ashburton Pl Boston, MA 02108 USA	**FROM:**	Devin Barnes Twilio at Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston, VA 20190
EMAIL:	matthew.e.moran@state.ma.us	**EMAIL:**	Devin.Barnes@carahsoft.com
PHONE:	(617) 839-1419	**PHONE:**	(571) 662-3428 **FAX:** (703) 871-8505

TERMS:
Contract Number: ITS60
Master Contract Number: AR2472
Contract Term: 04/19/2019 to 09/16/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 45 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	27603724
QUOTE DATE:	03/05/2021
QUOTE EXPIRES:	04/04/2021
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$135,794.48
TOTAL QUOTE:	$135,794.48

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	AR2472-072220-EMS-205	Estimated Monthly Spend Month 1 Twilio - EMS-205		$10,932.5700	COOP 1	$10,932.57
2	AR2472-072220-EMS-205	Estimated Monthly Spend Month 2 Twilio - EMS-205		$10,932.5700	COOP 1	$10,932.57
3	AR2472-072220-EMS-205	Estimated Monthly Spend Month 3 Twilio - EMS-205		$10,932.5700	COOP 1	$10,932.57
4	AR2472-072220-EMS-205	Estimated Monthly Spend Month 4 Twilio - EMS-205		$10,932.5700	COOP 1	$10,932.57
5	AR2472-072220-EMS-205	Estimated Monthly Spend Month 5 Twilio - EMS-205		$10,932.5700	COOP 1	$10,932.57
6	AR2472-072220-EMS-205	Estimated Monthly Spend Month 6 Twilio - EMS-205		$10,932.5700	COOP 1	$10,932.57
7	AR2472-072220-EMS-205	Estimated Monthly Spend Month 7 Twilio - EMS-205		$10,932.5700	COOP 1	$10,932.57
8	AR2472-072220-EMS-205	Estimated Monthly Spend Month 8 Twilio - EMS-205		$10,932.5700	COOP 1	$10,932.57
9	AR2472-072220-EMS-205	Estimated Monthly Spend Month 9 Twilio - EMS-205		$10,932.5700	COOP 1	$10,932.57
10	AR2472-072220-EMS-205	Estimated Monthly Spend Month 10 Twilio - EMS-205		$10,932.5700	COOP 1	$10,932.57
11	AR2472-072220-EMS-205	Estimated Monthly Spend Month 11 Twilio - EMS-205		$10,932.5700	COOP 1	$10,932.57

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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
12	AR2472-072220-EMS-205	Estimated Monthly Spend Month 12 Twilio - EMS-205		$10,932.5700	COOP	1	$10,932.57
13	AR2472-072220-EMS-205	Estimated Monthly Spend Annual Estimated Taxes and Carrier Fees Twilio - EMS-205		$1,286.8900	COOP	1	$1,286.89
		SUBTOTAL:					$132,477.73
		EXHIBIT A: RATE SCHEDULE					
14	TWILIO-1683	Toll Free Throughput - Setup Fee One Time Twilio - TWILIO-1683		$497.5000	COOP	1	$497.50
32	TWILIO-2437	United States Short Code (12 Months) - Setup Fee One Time Twilio - TWILIO-2437		$646.75	COOP	1	$646.75
34	TWILIO-1677	Toll Free Throughput - 100 MPS Monthly Twilio - TWILIO-1677		$770.00	COOP	1	$770.00
35	TWILIO-2525	Business Support Monthly Twilio - TWILIO-2525		$1,402.50	COOP	1	$1,402.50
		EXHIBIT A: RATE SCHEDULE SUBTOTAL:					$3,316.75
		SUBTOTAL:					$135,794.48
		TOTAL PRICE:					**$135,794.48**
		TOTAL QUOTE:					**$135,794.48**

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
		EXHIBIT A: RATE SCHEDULE					
15	AR2472-TWI004-062420-163	UNITED STATES Outbound SMS - AT&T Per Segment Twilio - SMS-US-outbnd-ATT-120		$0.0025	COOP	1	$0.00
16	AR2472-TWI004-062420-160	UNITED STATES Outbound SMS - Other Per Segment Twilio - SMS-US-outbnd-other-120		$0.0025	COOP	1	$0.00
17	AR2472-TWI004-062420-161	UNITED STATES Outbound SMS - Sprint Per Segment Twilio - SMS-US-outbnd-sprint-120		$0.0025	COOP	1	$0.00
18	AR2472-TWI004-062420-164	UNITED STATES Outbound SMS - T-Mobile Per Segment Twilio - SMS-US-outbnd-Tmobile-120		$0.0025	COOP	1	$0.00
19	AR2472-TWI004-062420-159	UNITED STATES Outbound SMS - US Cellular Per Segment Twilio - SMS-US-outbnd-UScell-120		$0.0025	COOP	1	$0.00
20	TWILIO-1825	UNITED STATES Outbound SMS - Verizon Per Segment Twilio - TWILIO-1825		$0.0025	COOP	1	$0.00
21	TWILIO-1844	UNITED STATES Toll Free Outbound SMS - AT&T Per Segment Twilio - TWILIO-1844		$0.0058	COOP	1	$0.01

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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
22	TWILIO-1845	UNITED STATES Toll Free Outbound SMS - Other Per Segment Twilio - TWILIO-1845		$0.0058	COOP	1	$0.01
23	TWILIO-1846	UNITED STATES Toll Free Outbound SMS - Sprint Per Segment Twilio - TWILIO-1846		$0.0058	COOP	1	$0.01
24	TWILIO-1847	UNITED STATES Toll Free Outbound SMS - T-Mobile Per Segment Twilio - TWILIO-1847		$0.0058	COOP	1	$0.01
25	TWILIO-1848	UNITED STATES Toll Free Outbound SMS - US Cellular Per Segment Twilio - TWILIO-1848		$0.0058	COOP	1	$0.01
26	TWILIO-1849	UNITED STATES Toll Free Outbound SMS - Verizon Per Segment Twilio - TWILIO-1849		$0.0058	COOP	1	$0.01
27	AR2472-TWI004-062420-001	PSTN Connectivity - Programmable Outbound Minute - United States & Canada Per Minute Twilio - PSTN Connectivity - Programmable Outbound Min		$0.0099	COOP	1	$0.01
28	TWILIO-3544	Programmable Outbound Minute - United States & Canada - Toll Free Per Minute Twilio - TWILIO-3544		$0.0100	COOP	1	$0.01
29	TWILIO-3541-2	Programmable Outbound Minute - United States - Alaska Per Minute Twilio - TWILIO-3541		$0.0693	OM	1	$0.07
30	TWILIO-3542-2	Programmable Outbound Minute - United States - Hawaii Per Minute Twilio - TWILIO-3542		$0.0100	OM	1	$0.01
31	TWILIO-2427	UNITED STATES & CANADA Toll Free Phone Number Per Month Twilio - TWILIO-2427		$0.6600	COOP	12	$7.92
33	TWILIO-5629	Voice CPS Capacity Per CPS per month Twilio - TWILIO-5629		$26.9500	COOP	1	$26.95
		SUGGESTED SUBTOTAL:					$35.03

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Twilio Account SID(s)1
: AC127e1474b85e661cf659531aa5ffe27d

This Order Form is effective as of the Order Form Start Date until the end of the Order Form Term. This Order Form (a) adds and sets forth the rates for certain products not included in one or more order forms already in effect solely for the Account ID(s) (as defined in the footer below) between Twilio and Customer ("Existing Order Form(s)") and/or (b) modifies certain rates for products already set forth in any Existing Order Form(s). In the event of any conflict between this Order Form and any Existing Order Form(s), this Order Form will prevail. Except as modified in this Order Form, any Existing Order Form(s) remains in full force and effect. Rates: Customer will be charged the rates set forth in the Rate Schedule(s) attached to this Order Form as an exhibit(s).The rates for the products set forth in the Rate Schedule include emergency price reductions offered by Twilio due to the current COVID-19globalpandemic.Theseemergencypricereductionsarevalidforaperiodof12months(the"ReductionPeriod" fromtheOrderFormStart Date. At the conclusion of the Reduction Period, the rates in the Rate Schedule will revert to the applicable standard government discount rates published by Twilio. Twilio,in its sole discretion, reserves the right to extend the duration of the Reduction Period and the corresponding emergency price reductions. Other Terms & Conditions: Termination For Convenience: Customer may terminate its obligations under this Order Form at any time by providing written notice to Twilio via email at ordermanagement@twilio.com. In such an event, Customer is liable for all fees incurred through the effective date of termination. To the extent End Customer continues to use any Twilio Services after the conclusion of this Order Form, Customer will be charged at Twilio's then-current applicable rates available at www.twilio.com/pricing.Undisputed Fees:To the extent there are any undisputed fees that End Customer (as defined below) does not pay to Customer (CarahsoftTechnology Corporation), End Customer acknowledges and agrees that Twilio may seek such undisputed fees directly from End Customerand that Twilio retains all rights and remedies available to it in such action against End Customer, including any and all legal remedies.Agreement:Customer (Carahsoft Technology Corporation) is entering into this Order Form on behalf of the ____ ("End Customer").Customer is authorized by Twilio to resell the services in this Order Form to the County of Santa Clara. In addition, Customer willberesponsibleforitsobligationsinconnectionwiththisOrderFormpursuanttotheTwilioPartnerProgramResellerAgreement,effe 9, 2020 ("Reseller Agreement"). End Customer's use of the Twilio Services is governed by the End User License Agreement betweenCustomerandEndCustomer,attachedtothisOrderFormasExhibitB("Agreement").Forclarity,EndCustomer'suseoftheTwili is not governed by the Reseller Agreement. In the event of any direct conflict between the terms of this Order Form and the termsof the Reseller Agreement, the terms of this Order Form shall control. The person signing on behalf of Customer represents that it has thefull authoritytoexecuteandbindCustomertothisOrderForm.ThisOrderFormshallonlybevalidandbindingifexecutedbybothparties.This Order Form may be executed in one or more counterparts, each of which is an original, and all of which taken together constitute onesingle document. Twilio may reject this Order Form if it is signed by the Customer after the Customer Signature Deadline listed aboveregardless of whether the Order Form has been signed byTwilio.

Exhibit A Rate Schedule The rates in this Rate Schedule will apply to the Account ID(s) expressly set forth in this Order Form as of the Order Form Start Date, except asotherwise set forth in this Rate Schedule, for the Order Form Term. At the end of the Order Form Term, each product in this Rate Schedule willbe charged at its then-current rate available at http://www.twilio.com/pricing.TotheextentarateforaproductwhichCustomer usesisnotexpresslysetforthinthisOrderFormoranyotherorderform(s)ineffectfor theAccount ID(s), Customer will be charged at such product's then-current rate available at http://www.twilio.com/pricing. All rates that Customer ischarged, including the rates in this Rate Schedule, will be exclusive oftaxes.* Carrier Fees: Additional applicable carrier fees set forth at http://www.twilio.com/sms/pricing will apply. Carrier fees are subject to change without notice.Exhibit BTwilioEnd User License Agreement ("EULA")This Twilio End-User License Agreement ("EULA") governs the use of the Twilio Services (as defined below) purchased by Customer(referredtoas"you"or"Customer")fromCarahsoftTechnologyCorporation(referredtoas"Reseller",whoisresellingtheTw to Customer pursuant to the agreement between Twilio and Reseller ("Reseller Agreement"), and are deemed incorporated byreference into the agreement between Customer and Reseller pursuant to which Reseller is reselling the Twilio Services to Customer("Agreement"). The "TwilioServices"aredefinedasthecloudsoftwareplatformandotherservicesofferedandprovidedbyTwiliotoyouthroughResellerund

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thisEULA;provided,however,thatthestructureofthisEULAshallnotrelieveResellerofitsobligationsundertheAgreement,andReseller shall remain fully responsible for the performance of Twilio and for its compliance with all of the terms andconditions of this EULA in connection with theAgreement.The Twilio Services, which are generally comprised of two components: (a) platform services, including the Twilio APIs and any cloud-software provided to you in connection with your use of the Twilio Services, and training, support, programs, features, functions and reportformats, and subsequent updates or upgrades of any of the foregoing made generally available by Twilio or Reseller, and (b) connectivityservices, which include the interconnection capabilities embedded within the Twilio Services that link the Twilio Services to thetelecommunications providers' networks (including fixed-line, cellular, wireless, high-bandwidth, and/or fiber optic cable) via the Internet.This EULA is between Customer and Reseller. Capitalized terms not otherwise defined herein shall have on the meanings ascribed to themintheAgreement.ThisEULA,togetherwiththeAgreementandanyattachmentsthereto,constitutestheentireagreementbetween relating to the subject matterhereof.Changes to the Twilio ServicesThe features and functions of the Twilio Services, including the APIs, and any applicable service level agreement (SLA), may change overtime. It is your responsibility to ensure that calls or requests you make to the Twilio Services are compatible with the then-current TwilioServices. Although we try to avoid making changes to the Twilio Services that are not backwards compatible, if any such changes becomenecessary, Reseller will use reasonable efforts to let you know at least sixty (60) days prior to implementing those changes.Your Account(s)
To use the Twilio Services, you will be provisioned an account by your Reseller. As part of the account request process, you'll be asked toprovide an Admin email address,. Until your Reseller approves and provisions your account , your access to the Twilio Services will belimited to what is available to the general public. When registering an account, you must provide true, accurate, current and completeinformation about yourself as requested during the account creation process. You must also keep that information true, accurate, current andcomplete after you create your account. You may also create multiple accounts as well as sub-accounts.You are solely responsible for all use (whether or not authorized) of the Twilio Services under your account(s) and subaccount(s), includingfor the quality and integrity of your data and other information made available to Twilio through the use of the Twilio Services under thisEULA, including, your usage data, personally identifiable information, message bodies, voice and video media, images, sound, and othercontent (all together your "Customer Data") and each of your applications. You are also solely responsible for all use and for all acts andomissions of anyone that has access to your application ("End Users"). You agree to take all reasonable precautions to prevent unauthorizedaccess to or use of the Twilio Services and will notify Reseller promptly of any unauthorized access or use. Nether Reseller nor Twilio willbe responsible for any loss or damage arising from unauthorized use of your account.For the purchase of any phone number for which Twilio is required to have an address for you on record, it is your obligation to provideReseller withanaccurateandcurrentaddresstoassociatewiththatnumber.Youareresponsibleforupdatingthataddresswithinfifteen(15) days of a change ofaddress.Customer DataUse of Customer Data
"Customer Data" consists of data and other information made available to us and Twilio through the use of the Twilio Services under theseTerms, including, Customer Usage Data and Customer Content."Customer Usage Data" shall mean communications metadata processed by Twilio for the purposes of transmitting, distributing, orexchangingcommunicationsthataremadeavailabletousthroughtheuseoftheTwilioServicesandinclude,withoutlimitation,datau trace and identify the source and destination of a communication, such as individual data subjects' telephone numbers, data on thelocation of the device generated in the context of providing the Twilio Services, and the date, time, duration, and type ofcommunication."Customer Content" shall mean content exchanged by means of use of the Twilio Services, such as text, message bodies, voice and videomedia, images, sound, and other content.You acknowledge that you have read Twilio's Privacy Policy ("Privacy Policy") and understand that it sets forth how Twilio will collect,store, and use your Customer Data. If you do not agree with Twilio's Privacy Policy, then you must stop using the Twilio Servicesimmediately.You instruct us and Twilio to use and disclose Customer Data as necessary to (a) provide the Twilio Services consistent with the PrivacyPolicy and this Section, including detecting, preventing, and investigating security incidents, fraud, spam, or unlawful use of the TwilioServices; (b) respond to any technical problems or Customer queries and ensure the proper working of the Twilio Services; (c) to protectourselves,othercustomers,thepublicfromharmorillegalactivities,ortheTwilioServices;(d)torespondtoanemergencywhichw

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in, good faith, requires us to disclose Customer Data to assist in preventing a death or serious bodily injury; or (e) comply with any applicable Law, regulation, legal process or government request. "Law" in these Terms, means any statute, law, ordinance, regulation, rule, judgment or order of a government, court, jurisdiction, including, without limitation, any data protection laws, privacy laws, any laws that requires you to obtain consent from an End User or provide notice to an End User in connection with such End User's use of each Customer Application, any state, federal, and international laws, regulations, and rules related to the recording or monitoring of telephone calls, SMS messages, or other communications, the U.S. Foreign Corrupt Practices Act, rules established by the Federal Communications Commission, any federal or state anti-spam statute or regulation, including the CAN SPAM Act of 2003, or any federal or state statute or regulation prohibiting the dissemination of unsolicited communications, including the Telephone Consumer Protection Act of 1991 (TCPA). Return and Deletion of Customer Usage Data & Customer Content Upon termination of these Terms, Twilio may retain, use, and disclose Customer Usage Data (a) for our accounting, tax, billing, audit, and compliance purposes; (b) to investigate fraud, spam, or unlawful use of the Twilio Services; and/or (c) as required by applicable Law, p

that the retention, use, and disclosure of such Customer Usage Data for the foregoing purposes is subject to the confidentiality obligation set forth in this Section. Twilio will anonymize or otherwise delete Customer Usage Data when we no longer require it for the foregoing purposes. Twilio provides you the ability to obtain a copy of Customer Content via the Twilio Services. During the Term, you agree that you are solely responsible for obtaining a copy of and deleting Customer Content via the Twilio Services. Any Customer Content archived on our back-up systems will be securely isolated and protected from any further processing, except as otherwise required by applicable Law, and deleted thirty (30) days following your initiating the deletion of Customer Content via the Twilio Services. Upon termination of these Terms, we will (x) provide you thirty (30) days after the termination effective date to obtain a copy in a non-proprietary format of any stored Customer Content via the Twilio Services; (y) automatically delete any stored Customer Content thirty (30) days after the termination effective date; and (z) automatically delete any stored Customer Content on Twilio's back-up systems sixty (60) days after the termination effective date. Notwithstanding anything to the contrary in this Section, we and Twilio may retain Customer Content or any portion thereof if required by applicable Law. Affiliates Your affiliates mean any entity or person that controls you, is controlled by you, or under common control with you, such as a subsidiary, parent company, or employee. For clarity, affiliates do not include other State agencies or entities. Similarly, if we refer to our affiliates, we mean an entity or person that controls us, is controlled by us, or is under common control with us. Your affiliates may use the Twilio Services pursuant to these Terms, provided that these Terms apply to your affiliates. You and your affiliates that use the Twilio Services will be jointly and severally responsible for the acts and omissions of your affiliates, including, but not limited to, their breach of these Terms.

Usage Restrictions There are some restrictions on what you can do with the Twilio Services. a. Except as provided in these Usage Restrictions, you agree not to transfer, resell, lease, license or otherwise make available the Services to third parties or offer them on a standalone basis. b. You will not attempt to use the Twilio Services to access or allow access to Emergency Services, unless you do so consistent with, and have agreed to, the Twilio Inc. 911 – Terms and Conditions. c. You will ensure that the Twilio Services are used in accordance with all applicable Law and third party rights, as well as this and the Twilio acceptable use policy available at https://www.twilio.com/legal/aup ("Twilio AUP"), as amended from time to time. d. You will ensure that Reseller and as needed to provide the Twilio Services, and will not use the Twilio Services in any manner that violates any applicable law. You instruct Twilio and Reseller to use and disclose Customer Data as necessary to (i) provide the Twilio Services consistent with Twilio's then-current privacy policy, including detecting, preventing, and investigating security incidents, fraud, spam, or unlawful use of the Twilio Services and (ii) respond to any technical problems or Customer queries and ensure the proper working of the Twilio Services. Upon expiration or termination of this EULA, Twilio may retain, use, and disclose Customer Data for (x) Twilio's accounting, tax, billing, audit, and compliance purposes or (y) as required by applicable Law. e. Except as allowed by applicable law, you will not reverse engineer, decompile, disassemble or otherwise create, attempt to derive, or permit or assist anyone else to create or derive the source code of any software provided in connection with the Twilio Services. f. If you have purchased a short code, then you will not change your use

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of that short code from the use stated in your application to thecarrier for approval of the short code without first obtaining an amendment to your application or re-applying to the carrier for approvaloftheshortcodeunderthenewuse.Youwillstopsendingadditionalmessagestoanypartythatrepliesbytexting"STOP"

(ortheequivalent)totheshortcode,exceptforsendingasingletextmessageconfirmingthatsuchpartyhasbeensuccessfullyopted out of theshort code. You will follow all applicable telecommunications provider rules with respect to the use of short codes, including, withoutlimitation, telecommunication provider rules with respect to ensuring that each of Customer's End Users knowingly and explicitly opts into receive messages from the short code prior to receiving any suchmessages.g.Twilio reserves the right to reclaim any phone number from your account and return that number to the relevant numbering plan ifyou do not send sufficient traffic over that phone number such that the phone number is unutilized or underutilized, as defined byany local, federal, and/or national regulatory agency and/or governmental organization with oversight over the relevant phonenumberandnumberingplan.IfTwilioseekstoreclaimaphonenumberfromyouraccount,excludingsuspendedandtrialaccounts we will send you an email at least two (2) weeks' in advance telling you that Twilio will be reclaiming the phonenumber, unless we'reotherwisepreventedfromdoingsobytheapplicableregulatoryagencyorgovernmentalorganization.Twilioalsoreservesthe rightto reclaimphonenumbersfromaccountssuspended forfailureto pay(whether suchfailureto payistheresultofReseller'sor Customer's action or inaction) and/or suspended for suspected fraud, and to reclaim phone numbers in freetrial accounts that are unutilized for more than thirty (30)days.h.You acknowledge that Twilio are the "customer of record" for all phone numbers provided as part of the Twilio Services. As thecustomerofrecord,Twiliohascertainrightswithrespecttoportingphonenumbers.Youunderstandandagreethatyoumayusethe

phonenumbersprovidedaspartoftheTwilioServicessubjecttothisEULAanduntiltheendoftheEULAPeriod(asdefinedinthe

section"EULAPeriod").Unlessotherwiserequiredbylaw,Twilioreservestherighttorefusetoallowyoutoportawayanyphone number in Twilio's sole discretion. Regardless, Twilio may allow you to port away phone numbers, so long as you (1)have an upgradedaccountingoodstanding,and(2)haveeitherportedinorpurchasedthephonenumbermorethan90dayspriortotheport-awaydate.Export Controls
The Twilio Services, including any software that may be provided in connection with the Twilio Services, may be subject to applicable U.S.export control laws and economic sanctions regulations. In receiving this software or the Twilio Services, you agree to comply strictly withall domestic and international export laws and economic sanctions regulations as they apply to this software and the Twilio Services, and tothe extent consistent with this EULA, to obtain any necessary license or other authorization to export, re-export, or transfer such software orotheraspectsoftheTwilioServices.Theselawsincluderestrictionsondestinations,EndUsers,andenduse.Withoutlimitation,youma transfer any such software or other aspect of the Twilio Service without U.S. government authorization to any entity on a U.S.government exclusionlist(e.g.,theDepartmentofCommerce'sListofDeniedPersons,Entity,orUnverifiedList,andtheTreasuryDepartment'sListof

SpeciallyDesignatedNationalsandConsolidatedSanctionsList).YourepresentthatyouarenotonaU.S.governmentexclusionlistorunc

thecontroloforanagentforanyentityonsuchalist,andyoufurtherwarrantthatyouwillimmediatelydiscontinueuseoftheTwilioServic and applicable software if you become placed on any such list or under the control of or an agent forany entity placed on such alist.Add-OnsTwilio may make available through the Twilio Services additional features, functionality, and services offered by its third-party partners("Add-ons").YouruseofAdd-onsissubjecttothisEULAandtotheapplicablefees.TheAdd-onPartnerofeachAdd-onissolelyresponsible for that Add-on, the content therein, and any claims that you or any other party may have relating to that Add-on or your use ofthat Add-on. You acknowledge that you are purchasing the license to each Add-on from the Add-on Partner of that Add-on; Twilio is actingas agent for the Add-on Partner in providing each such Add-on to you; Twilio is not a party to the license between you and the Add-onPartner with respecttothatAdd-on;andTwilioisnotresponsibleforthatAdd-on,thecontenttherein, oranyclaimsthatyouoranyotherpartymayhave relatingtothatAdd-on.NothinginthissectionshalllimitordiminishtherequirementsandlimitationsoftheapplicableStatecodes,statutes, rules, and required approvals, which may include additional procurements as determined byyou.By

QUOTE DATE:	03/05/2021
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purchasing an Add-on, you grant Twilio and Reseller permission to share your Application, Content, and user information with the Add-on Partner as necessary in order to provide you the Add-on.The license granted to you to use any Add-on is personal to you, and is not sublicensable to your End Users. You may not provide or resellAdd-ons to others.Payment (Fees)You agree that any and all fees due for your use of the Twilio Services pursuant to this EULA will be paid directly by you to Reseller inaccordance with the Agreement.If you breach your payment terms, including payment of amounts, with Reseller under the Agreement Reseller may suspend the TwilioServices associated with your account upon prior notice to you. Twilio will not be responsible for any damage or indirect, special orconsequential losses (including any loss of data or profits) that you may incur with connection with any suspension of the Twilio servicespursuant to this section.Ownership & ConfidentialityTwilioexclusivelyownsandreservesallright,titleandinterestinandtotheTwilioServices.Youexclusivelyownandreser and interest in Your Applications, Customer Data and the content of any communications sent through integration with the TwilioServices."Confidential Information" means any information or data, regardless of whether it is in tangible form, disclosed by either party that ismarked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given thenatureoftheinformationandthecircumstancessurroundingdisclosure."ConfidentialInformation"doesnotincludeanyinformati faultofreceivingparty;(ii)wasproperlyknowntoreceivingparty,withoutrestriction,priortodisclosure by the disclosing party; (iii) was properly disclosed to receiving party, without restriction, by another person without violation ofdisclosing party's rights; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party'sConfidential Information.Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this EULA anditwillnotdisclosesuchinformationtoanythirdpartywithouttheotherparty'spriorwrittenconsent,exceptasotherwisepermittedh Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Eachparty may disclosetheConfidentialInformationoftheotherparty,inwholeorinparttoitsemployees,representatives,actualorpotential

investorsand subcontractorswhohaveaneedtoknowandarelegallyboundtokeepsuchinformationconfidentialconsistentwiththetermsofthisEUI

EitherpartymaydisclosetheConfidentialInformationoftheotherpartyasrequiredbylaw,uponpriorwrittennoticetotheotherparty

(where allowed by law); provided that such party will use its reasonable efforts to minimize such disclosure to the extent permitted byapplicable law.The parties expressly acknowledge and agree that no adequate remedy exists at law for an actual or threatened breach of this Confidentialitysection and that, in the event of an actual or threatened breach of the provisions of this section, the non-breaching party will be entitled toseek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptlynotify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this section.Warranties and DisclaimerYou warrant that, at all times, you shall comply with the applicable Laws.Recordings and Communications Monitoring. If you record or monitor telephone calls, SMS messages, or other communications using theTwilio Services, then you represent and warrant that you will comply with all applicable Laws prior to doing so at all times. We make norepresentations or warranties with respect to recording or monitoring of telephone calls, SMS messages, or other communications, andrecommendthatyoualwayssecurepriorconsenttorecordormonitorcommunicationsusingtheTwilioServices.Youacknowledget representations, warranties, and obligations are essential to our ability to provide you with access to recording and monitoring featuresthat are part of the TwilioServices.Customer Data. You represent and warrant that you have provided adequate notices and obtained the necessary permissions and consents toprovide Customer Data to us for use and disclosure pursuant to the Section on Our Use of Customer Data.NO WARRANTY. WITHOUT LIMITING RESELLERS EXPRESS WARRANTIES AND OBLIGATIONS UNDER THIS EULA,RESELLERHEREBYDISCLAIMSANYANDALLOTHERWARRANTIES,EXPRESSORIMPLIED,INCLUDINGBUTNOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR APARTICULAR PURPOSE AND WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES ORSOFTWARE. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS EULA , THE TWILIO SERVICES AREPROVIDED"ASIS"TOTHEFULLESTEXTENTPERMITTEDBYLAW.TOTHEEXTENTTHISDISCLAIMERCONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BETHE MINIMUM PERMITTED UNDER

Twilio Price Quotation

Carahsoft Technology Corp

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468

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THATLAW.BETASERVICES.FROMTIMETOTIME,YOUMAYHAVETHEOPTIONTOPARTICIPATEINAPROGRAMWITHTHETWILIO SERVICESWHEREYOUGETTOUSEALPHAORBETASERVICES,PRODUCTS,FEATURESANDDOCUMENTATION("BETA SERVICES")OFFEREDASAPARTOFTHETWILIOSERVICES.THESEBETASERVICESARENOTGENERALLYAVAILABLE AND MAY CONTAIN BUGS, ERRORS, DEFECTS OR HARMFUL COMPONENTS.ACCORDINGLY, TWILIO ARE PROVIDING THEBETASERVICESTOYOU"ASIS."WEMAKENOWARRANTIESOFANYKINDWITHRESPECTTOTHEBETASERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDINGANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.NOTWITHSTANDING ANY PUBLISHED DOCUMENTATION THAT STATES OTHERWISE, TWILIO DOES NOT WARRANTTHAT THE BETA SERVICES WILL BE ERROR-FREE OR THAT THEY WILL MEET ANY SPECIFIED SERVICE LEVEL, ORWILL OPERATE WITHOUT INTERRUPTIONS ORDOWNTIME.IndemnificationReseller will defend Customer and its Affiliates (collectively the "Customer Indemnified Parties") from and against any third-party claim,demand, suit or proceeding made or brought against a Customer Indemnified Party by a third-party alleging that Twilio's provision of theTwilioServicesinfringesormisappropriatessuchthird-party'sintellectualpropertyrights("Claim"),andwillindemnifyCustomerfromany damages, attorneys fees and costs finally awarded against Customer Indemnified Parties as a result of, or for amounts paid by CustomerIndemnified Parties to settle an Infringementclaim. AsaconditionoftheforegoingindemnificationobligationÂ:(a)YouwillpromptlynotifyResellerofanyapplicableClaimprovided,however that the failure to give prompt notice shall not relieve the Reseller of its obligations hereunder, except to the extent that theReseller was actually and materially prejudiced by such failure; (b) the Reseller will have the sole authority to defend or settle any suchClaim (provided that, the Reseller will obtain Your consent in connection with any act or forbearance required by the You, which consentwill not be unreasonably withheld); and (c) You will reasonably cooperate with Reseller in connection with Reseller's activities hereunder,at the Reseller'sexpense.Youreservetheright,atitsownexpense,toparticipateinthedefenseofaClaim.Notwithstandinganythinghereintot

contrary,theResellerwillnotsettleanyClaimsforwhichithasanobligationtoindemnifyunderthisprovisionadmittingliabilityorfaulton behalf of you, nor create any obligation on behalf of you without your prior writtenconsent.Limitations of LiabilityUNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WILL RESELLER OR TWILIO, WHETHER IN TORT,CONTRACT, OR OTHERWISE, WILL ANY PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL,CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FORLOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE ORMALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF WE HAD BEEN ADVISED,KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY ARISING FROMVIOLATIONSOFTHE"TWILIOAUP","OWNERSHIP",OROBLIGATIONSARISINGUNDER"INDEMNIFICATION",UNDERNO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHERPARTY BE LIABLE TO THE OTHER FOR ANY DAMAGES, COSTS OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID ORPAYABLEBYYOUDURINGTHETWELVE(12)MONTHSPRECEDINGTHEINCIDENTORCLAIMSUNDERTHEAGREEMENT.THEPROVISION PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTOTHIS AGREEMENT.THE TWILIO SERVICES ARE NOT INTENDED TO SUPPORT OR CARRY EMERGENCY CALLS OR SMS MESSAGES TO ANYEMERGENCYSERVICES.NEITHERTWILIONORRESLLER,NORANYOFTHEIRRESPECTIVEREPRESENTATIVESWILLBE LIABLEUNDERANYLEGALOREQUITABLETHEORYFORANYCLAIM,DAMAGE,ORLOSS(ANDCUSTOMERWILLHOLD TWILIO HARMLESS AGAINST ANY AND ALL SUCH CLAIMS) ARISING FROM OR RELATING TO THE INABILITY TOUSE THE TWILIO SERVICES TO CONTACT EMERGENCYSERVICES.Period. This EULA shall remain in effect for so long as Customer is using the Twilio Services.TerminationandSuspensionofServices.Eitherpartymayterminateyouraccountforanyreasoninaccordancewiththeagreem partymayalso terminateorsuspendyouraccountintheeventtheotherpartycommitsanymaterialbreachofthisEULAandfailstofixthat

breachwithin5daysafterwrittennoticeofthatbreach.IfweterminatethisEULAduetoyourmaterialbreach,wemayterminateorsuspen of your account(s) aswell.InadditiontosuspensionoftheTwilioServicesifyoubreachthepaymenttermsoftheAgreement,Resellermaysuspendthe Twilio immediately for cause if: (a) you violate (or give us reason to believe you have violated) the Twilio AUP; (b)

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there is reason tobelieve the traffic created from your use of the Twilio Services or your use of the Twilio Services is fraudulent or negatively impacting theoperating capability of the Twilio Services; (c) we determine, in our sole discretion, that providing the Twilio Services is prohibited by law,or it has becomeimpracticalorunfeasibleforanylegalorregulatoryreasontoprovidetheTwilioServices;or(d)subjecttoapplicablelaw,uponyo

liquidation,commencementofdissolutionproceedings,disposalofyourassetsorchangeofcontrol,afailuretocontinuebusiness,assign for the benefit of creditors, or if you become the subject of bankruptcy or similar proceeding. If we suspend the TwilioServices to your account, we will make a reasonable attempt to notifyyou.Survival. Upon termination or expiration of this EULA the terms of this EULA which by their nature are intended to survive shall surviveany expiration or termination of this EULA, included but not limited to "Ownership," "Confidentiality," "Warranties and Disclaimers,""Indemnification," "Limitation of Liability," and "General".General

NoWaiver.Reseller'sfailuretoenforceatanytimeanyprovisionofthisEULA,theAgreement,ortheTwilioAUPdoesnotwaiveourright to do so later. And, if we do expressly waive any provision of this EULA or the Twilio AUP, that does not mean it is waived for alltime in the future. Any waiver must be in writing and signed by and us to be legallybinding.Assignment.YouandwewillnotassignorotherwisetransferthisEULA,inwholeorinpart,withouttheotherparty'spriorv which shall not be unreasonably withheld. Any attempt to assign, delegate, or transfer this EULA without consent will be null andvoid. Subject to this section, this EULA will be binding on both you and reseller and each of our successors andassigns.Unenforceability. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be unenforceable, thatprovisionwillbelimitedoreliminatedtotheminimumextentnecessarytomakeitenforceableand,inanyevent,therestoftheseTerm continue in full force andeffect.Notices. Any notice required or permitted to be given under this EULA will be given in writing to the receiving party by personal delivery,certified mail,returnreceiptrequested,overnightdeliverybyanationallyrecognizedcarrierorbyemailuponconfirmationofreceipt.Entire Agreement. Except as provided in this EULA, the Agreement and any attachments to either, this EULA supersede all prior andcontemporaneous proposals, statements, sales materials or presentations and agreements, oral and written. No oral or written information oradvice given by Reseller, its agents or employees will create a warranty or in any way increase the scope of the warranties in thisEULA.Force Majeure. No failure, delay or default in performance of any obligation of a party shall constitute an event of default or breach of thisEULAtotheextentthatsuchfailuretoperform,delayordefaultarisesoutofacause,existingorfuture,thatisbeyondthecontrolandw negligence of such party, including action or inaction of governmental, civil or military authority; fire; strike, lockout or other labordispute; flood,terroristact;war;riot;theft;earthquakeandothernaturaldisaster.Thepartyaffectedbysuchcauseshalltakeallreasonableactio minimize the consequences of any suchcause.Governing Law and Venue. This EULA will be governed by and interpreted according to the laws of your State without regard to conflicts of laws and principles that would cause laws of another jurisdiction to apply. This EULA will not be governed by the UnitedNations Convention on Contracts for the International Sale of Goods.

Executive Office of Technology Services and

Release Purchase Order

Purchase Order Number
PO-19-1080-OSD03-SRC01-16115:26
Alternate ID
PCR 21-00756
Solicitation (Bid) No.:

VENDOR

Vendor Number: 00009706
Carahsoft Technology Corporation

11493 SUNSET HILLS RD
SUITE 100
RESTON, VA 20190

Short Description: PCR 21-00756 COOP Twilio FY21

SHIP TO

Lorretta Hsu
200 Arlington St., Suite 2100
MITC
Chelsea, MA 02150
US
Email: EOTSS-DL-SoftwareAsset@MassMail.State.MA.US
Phone: (617) 660-4537

Special Instructions
Vendor must invoice against Alternate ID. Invoice details must match the quote details (at line item). Invoices must be emailed to ITDInvoices@mass.gov. Failure to comply may result in rejected invoices and payment delays.

BILL TO

Attention: EOTSS Accounts Payable
One Ashburton Place Room 804
Boston, MA 02108
US
Email: itdinvoices@mass.gov
Phone: (617) 626-5626

Item # 1
Class-Item 81-11-00
81-11-00-00-0000

See quote #27603724 attached - All the terms and conditions of the Statewide Contract ITS60 and NASPO ValuePoint Cooperative Contract for Cloud Solutions 2016-2026 are incorporated herein and made a part hereof. Conflicting or additional terms, conditions or agreements included in or attached to this form shall be superseded and void.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	$ 135,794.48	EA	0.00 %	$ 0.00	$ 135,794.48

TOTAL: $ 135,794.48

PURCHASED

By: Shawn Johnson
Phone#: (617) 626-4593
Email: Shawn.Johnson@mass.gov
BUYER