

# End User License Agreement for the State of California only

## Introduction

Pursuant to a separate transaction between the State of California and its government agencies (alternatively “the State”, “End User”, “you”, “your”) and the Bizagi Authorized Reseller, End User has purchased from the Bizagi Authorized Reseller certain services to be delivered by Bizagi (alternatively “Contractor”, “Service Provider”, “we”, “us”, “our”). This End User License Agreement (“EULA”) constitutes a Statement of Work as defined in the IT General Provisions and this EULA specifies the terms and conditions under which our Cloud Computing Services and related services are provided, excluding any price, payment and other terms that are specified in the separate agreement between End User and the Bizagi Authorized Reseller.

By purchasing, accessing, and using the Bizagi Cloud Platform and related services (“the Cloud Computing Services”), the State agrees to use the Cloud Computing Services in accordance with Bizagi End User License Agreement (“EULA”), the terms of which are set forth below. The EULA shall apply only to the extent that these terms are not in conflict with the State of California Department of General Services’ requirements for Non-Information Technology contracts, that is, the EULA is subject to the following in order of precedence:

- (1) General Provisions – Information Technology (GSPD-401IT) effective 6/21/22, as published at: <https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Solicitation-Documents/Attachments/IT-General-Provisions-Cloud-DGS-PD-402ITGP-Revised-02202025.pdf> (hereafter referred to as “IT General Provisions”)
- (2) State Model Cloud Computing Services Special Provisions (Software as a Service) effective 3/15/2018, as published at: [https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/CLOUDCOMPUTINGSERVICESPECIALPROVISIONS\\_18\\_0301.docx](https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/CLOUDCOMPUTINGSERVICESPECIALPROVISIONS_18_0301.docx)
- (3) General Provisions – Information Technology Cloud Computing Software as a Service (SaaS) effective 6/21/22, as published at: [https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/CloudComputing\\_SaaSGeneralProvisions062122.pdf](https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/CloudComputing_SaaSGeneralProvisions062122.pdf)
- (4) State Model Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS) effective 05/11/16, as published at: [https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/CLOUDCOMPUTINGSPECIALPROVISIONS\\_Infrastructure-as-a-Service-and-Platform-as-a-Service.pdf](https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/CLOUDCOMPUTINGSPECIALPROVISIONS_Infrastructure-as-a-Service-and-Platform-as-a-Service.pdf)

## Terms and Conditions

### 1. License Grant.

- a) Service Provider grants the State a non-exclusive, non-transferable license to access the Cloud Computing Services during the Subscription Term for the number of BPUs permitted for the Performance Level subscribed to and / or Authorized Users permitted under the subscription, as applicable. If the End User exceeds the number of BPUs permitted, then the State may need to scale up the Performance Level in order to maintain the Cloud Computing Services Availability in accordance with IT General Provisions Section 21.7.

### 2. Use Restrictions.

End Users of the State are prohibited from:

- a) Making any Cloud Computing Services available to, or use any Cloud Computing Services for the benefit of, anyone other than the State or its Authorized Users;
- b) Using the Cloud Computing Services to store or transmit unlawful, infringing, or malicious content, or disrupt service availability or performance;
- c) Copying, modifying, translating, or creating derivative works of the Cloud Computing Services, or Documentation, or attempting to reverse engineer, decompile, or otherwise access source code;
- d) Performing penetration testing vulnerability scanning, or other security tests without Service Provider's prior written consent;
- e) Licensing, selling, renting, leasing, transferring, assigning, or otherwise commercially exploiting or making available the Cloud Computing Services or the Documentation to any third party;
- f) Removing any legends relating to the copyright, trademarks, patents, or confidentiality from any copies of the Documentation or any print of a screen display from the Cloud Computing Services.

### 3. Maintenance & Support

Service Provider will provide the State with Premium Silver Support Services during the Subscription Term.

#### 3.1 Premium Silver Support includes:

- a) Access to new versions of the Cloud Computing Services, including bug fixes, Maintenance Releases, and Version Releases.
- b) Ticket-based support available during Standard Business Hours to assist the State with issues or questions that arise directly from the State's operation, implementation, or use of the Cloud Computing Services (see table below for Response Times).
- c) Unlimited Support Tickets via Contractor's support portal.
- d) Support excludes consulting, implementation services, or other general advice.
- e) Assigned Regional Support Manager ("RSM") to provide:
  - **Orientation Planning:** initial setup meeting between the Regional Support Manager (RSM) and the State's Designated Support Contacts to outline all elements of the Premium Support services and to establish expectations.

- **Escalation Management:** the RSM will ensure that all Support Tickets are escalated quickly so that they may be addressed in a timely manner.
- **Status Review Meetings:** periodic sessions between the State's Designated Support Contacts and the State's RSM to review open Support Tickets and service satisfaction.

### 3.2 Support Tickets Classification:

- a) When the State creates a Support Ticket, the State will be required to designate a Severity Level based on the description below. Service Provider will always perform an initial review of the Support Ticket and the designation provided by the State's Designated Support Contact. In some cases, the Severity Level will be changed by our Support Team if they determine in good faith that the initial designation is incorrect. Service Provider will notify the State if the Severity Level is updated.
- b) The following table will be used to guide the State's Designated Support Contact and Service Provider's Support Team in defining the correct Severity Level to the State's Support Tickets:

Severity Level	Description	Example
1	The State is completely unable to access the Cloud Computing Services as a result of the problem with the Cloud Computing Services.	<ul style="list-style-type: none"> <li>• The State's business operations have been severely disrupted as a result of the loss of access to the Cloud Computing Services.</li> <li>• The problem has a critical business impact and the situation is an emergency.</li> </ul>
2	The problems with the Cloud Computing Services result in (a) the Production Environment being severely compromised or (b) issues with a non-production environment that prevents deployment or staging.	<ul style="list-style-type: none"> <li>• The State's business operations may continue on a limited basis although long-term productivity may be adversely affected.</li> <li>• Important features of the Cloud Computing Services are unavailable with no acceptable workaround, but some or all users can still make partial use of the Cloud Computing Services.</li> <li>• The Error has a serious business impact causing a material degradation in the Cloud Computing Services.</li> <li>• A major milestone is at risk because of problems with the Cloud Computing Services. Ongoing and incremental installations are affected.</li> </ul>
3	The problems with the Cloud Computing Service result in a minor disruption to the State's ability to use the Cloud Computing Services.	<ul style="list-style-type: none"> <li>• Non-critical issues</li> <li>• Errors causing a delay in project delivery</li> <li>• Errors that cause an inconvenience, but which has a workaround available</li> </ul>

<b>4</b>	General questions about the Cloud Computing Services where the State's use of the Cloud Computing Services is not affected.	<ul style="list-style-type: none"> <li>• Requests for information, enhancements, clarifications about the Documentation, etc.</li> <li>• The Cloud Computing Services are not affected.</li> <li>• Cosmetic Issues, including errors in the Documentation.</li> </ul>
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### 3.3 What are the Target Initial Response Times?

During the Subscription Term, Service Provider will provide the State with Premium Silver Support, which includes the following Target Initial Response Times based on the severity level of each Support Ticket:

Severity Level	Target Initial Response Time
1 - Critical	2 hours
2 - High	4 hours
3 - Medium	2 business days
4 - Low	3 business days

Target Initial Response is considered met when Service Provider:

- Requests additional information from the Designated Support Contact,
- Requests to conduct a remote session to further investigate the issue, or
- Acknowledges receipt of the Support Ticket and indicates that analysis is underway.

Support Hours: Silver Support is provided during the Standard Support Hours for all severity levels.

### 3.4 Responsibilities of the Designated Support Contact?

The State's Designated Support Contact must collaborate with Service Provider's team, including timely Support Ticket submission, participation in troubleshooting, and execution of proposed actions. Failure by the State's Designated Support Contact to reasonably cooperate with Service Provider's Support Team may result in delays in resolution of the Support Ticket and closure of the Support Ticket as further described below.

### 3.5 Support Tickets Closure:

Support Tickets may be closed if unresolved after repeated outreach, cooperation is not provided, the issue is resolved, or support eligibility lapses. Reopened issues require a new ticket.

### 3.6 Supported Versions:

Service Provider continuously updates the Cloud Computing Services to ensure stability, security, and performance. These updates are made available to all customers, and End User acknowledges that use of outdated versions is not supported beyond a reasonable transition period. Each Version Release is supported for **up to** 18 months from its commercial release date, after which it reaches End of Support ("EOS"). At that point, such

versions may no longer receive patches, updates, or assistance. Service Provider will notify the State in advance of major version updates and provide updated documentation and release notes.

**3.7 Excluded Support Scenarios:** Support is not provided for issues caused by:

- a) Customizations, configurations, or integrations made by the Service Provider or third parties that are not supported in Bizagi's official Documentation.
- b) Negligence, abuse, misapplication, or misuse of the Cloud Computing Services.
- c) Factors beyond Service Provider's reasonable control (e.g., force majeure, internet outages).
- d) Use of third-party hardware or software that you have chosen to use with the Cloud Computing Services.
- e) Implementation-related matters not involving a defect or failure in the Cloud Computing Services.

#### **4 Data Security**

Service Provider will comply with State-mandated security and privacy frameworks, including Federal Risk and Authorization Management Program (FedRAMP) Moderate version 2.0, SIMM 5305-A, and SAM policies.

#### **5 Data Retrieval**

After subscription termination, the State will have access to the Cloud Services to download any State Data that was uploaded to the Cloud Services for 15 days gratuitously. Should the State require transition assistance beyond this self-service data retrieval, the State may purchase additional transition services and data storage for up to 90 days by paying the prices in [SLP-24-70-0379B](#), unless the parties sign a separate mutual agreement. The exported State Data will be provided in a SQL database backup in DB BACPAC format, containing all State Data, including files uploaded to the system. Bizagi shall have no obligation to provide such services if funding is not available or if no agreement is reached on scope and compensation.

## 6 Additional Terms

a) **User Accounts:** Must be assigned individually and not shared.

b) **End User Responsibilities:**

- i. ensuring its Authorized Users comply with this EULA,
- ii. ensuring the accuracy, and lawful use of the End User Data,
- iii. preventing and reporting unauthorized access to the Cloud Computing Services,
- iv. using the Cloud Computing Services in accordance with the Documentation and the applicable laws, and
- v. cooperating in the event of Cloud Computing Services outages or security investigations.

7. **Notice of Unauthorized Use:** The State's end users shall promptly notify Service Provider of any known or suspected unauthorized use of the Cloud Computing Services in violation of this EULA.

## 8 Custom Services

The State acknowledges that Bizagi's software and any Deliverables constitute unique, non-fungible software automations that run in Bizagi Cloud Platform only. Therefore, as an exception to the State's "Cost to Cover" (Section 8.7 of the IT General Provisions), the Deliverables may be remedied, repaired, or replaced to ensure conformity based on requirements of a Statement of Work, however, there is no external substitute for Bizagi Cloud Services. In any case, the State's right for "Cost to Cover" shall be subject to the Limitation of Liability (Section 12 of the IT General provisions).

## 9 Additional Security Provisions

The State acknowledges that, in accordance with the IT General Provisions Section 21, Bizagi Cloud Services are secured per the following, at a minimum: Federal Risk and Authorization Management Program (FedRAMP) version 2.0. The State acknowledges that FedRAMP standards are more robust than NIST 800-53, SOC2 Type I and Type II certifications, therefore, while Service Provider may pursue additional security certifications, Service Provider maintains best practices in the industry for government end users.

## Glossary

Term	Definition
<b>Authorized Users</b>	Authorized User(s) means the employees, consultants, agents, contractors, and third parties who are authorized by you to use the Cloud Computing Services in accordance with this Agreement and in furtherance of the State’s internal business purposes. Authorized User access control may be integrated with the State’s own user authentication system, or it can be managed by you using our authentication system.
<b>Bizagi Performance Units (BPUs)</b>	<p>A BPU is a unit that measures the performance (processing capacity) of an Automation Service environment. One BPU may be consumed with any combination of the following metrics:</p> <ul style="list-style-type: none"> <li>• 10,000 Steps per month; or</li> <li>• 2,500 Prompts used per month.</li> </ul> <p><b>Example:</b> 1,250 Prompts is the equivalent of 0.5 BPUs based on Prompts, and 5,000 Steps is the equivalent of 0.5 BPUs based on Steps. Therefore, if the State’s End Users use 1,250 Prompts and 5,000 Steps in one month, you will have consumed 1 BPU total.</p>
<b>Designated Support Contact</b>	Designated Support Contact refers to the individual(s) that the State designates as who will be authorized to submit Support Tickets to the Bizagi Support Center.
<b>Documentation</b>	Documentation as used in Bizagi terms refers to the user manuals, operating manuals, technical manuals and other instructions, specifications, documents or materials, that describe the functionality, installation, testing, operation, use, maintenance, support, or technical components, features or requirements, of the Cloud Computing Services, which are available at <a href="http://help.bizagi.com/">http://help.bizagi.com/</a> or any other URL that we may provide to you from time to time.
<b>Environment</b>	Environment is a set of resources provisioned to support a given stage of the State’s Application’s life cycle in Automation Service and Studio Cloud Service, which may consist of a Production Environment, Testing Environment, Development Environment and / or other Non-Production Environments.
<b>Error</b>	Error is one (1) or more reproducible deviations in the standard, unmodified Cloud Computing Services from the applicable specifications shown in the Documentation. The terms “Error(s),” “Problem(s)” and “Issue(s)” are used interchangeably throughout this Agreement.
<b>Fix</b>	Fix is the repair or correction of, or resolution to, an Error.

<b>Maintenance Release</b>	Maintenance Release is a minor update that improves the functionality of the Cloud Computing Services and does not contain any new significant features or enhancements.
<b>Modeler Services</b>	Modeler Services is a Cloud Computing Service that provides a collaborative platform for global process governance and compliance, enabling teamwork for the design and definition of the State's Cloud Models, achieving participation of all stakeholders, as further described in the Platform Overview and Documentation.
<b>Performance Levels</b>	Performance Level refers to the levels of service available to the State for Automation Service, and which are measured in Bizagi Performance Units (BPUs).
<b>Premium Support</b>	Premium Support is an additional paid support service that complements the basic technical support included in the Bizagi Cloud Maintenance and Premium Support Description.
<b>Problem Resolution</b>	Problem Resolution is a Fix, Workaround, or other solution to an Error.
<b>Process</b>	Process refers to a diagram that provides a visual overview of a workflow, depicting all the tasks, routes and relationships that are involved.
<b>Production Environment</b>	Production Environment is the Environment that is used to run Applications for Authorized Users for production usage.
<b>Severity Level</b>	Severity Levels indicate the level of impact an Error is having on the State's operations as described herein.
<b>Standard Support Hours</b>	Standard Support Hours are limited to 8:00 am to 5:00 pm Pacific Time, Monday to Friday, excluding national holidays.
<b>Studio Cloud Services</b>	Studio Cloud Service provides a collaborative platform enabling teamwork for you to build the State's Bizagi Developments (projects) as further described in the Platform Overview and Documentation.
<b>Support Team</b>	The Bizagi representatives responsible for handling Support Tickets.
<b>Support Ticket</b>	Support Ticket documents a support request submitted to the Bizagi Support Center related to an Error.
<b>Target Initial Response Times</b>	Target Initial Response Times refer to the target time it will take us to respond to a Support Ticket, as further described in The Cloud Maintenance and Premium Support Description.
<b>Testing Environment</b>	Testing Environment is a Non-Production Environment that is used to conduct user-acceptance tests of the Applications for non-production usage.

<b>Version Release</b>	Version Release is a new subsequent release of the Cloud Computing Services which significantly enhances the Cloud Computing Services with qualitative changes in functionality and usability, and major changes in features, functions or performance, and which are generally released two times per year.
<b>Workaround</b>	Workaround means a method or technique to temporarily overcome an Error in order to restore the State's use of the Cloud Computing Services.