General Terms and Conditions

This Agreement contains the terms and conditions under which you, the Customer, agree to obtain services from the California Department of Technology (Department of Technology). By submitting a Service Request through the Customer Service System (CSS), you consent to this Agreement.

I. Service Information
The Department of Technology provides information technology services to state, county, federal and local government entities throughout California.

a. Service Catalog
The Service Catalog provides an overview of services offered by the Department of Technology.

b. Customer Services System
The Customer Service System (CSS) is used by the Customer to request new services, modify existing services, or discontinue a service.

c. Account Lead
The Account Lead acts as the single point of contact for the Customer. The Account Lead reviews the Service Request and associated documents with the Customer to ensure the proper forms and approvals are completed. The Customer can locate their Account Lead information in the Customer Account Lead Lookup directory.

II. Service Rates
The rates charged for services under this Agreement are located in the Billing Rate Schedule. Rates are subject to change upon 30 calendar-day prior written notice from the Department of Technology. The costs for services shall be computed in accordance with the State Administrative Manual (SAM) Section 8752 and 8752.1.

III. Authority to Enter into Agreement
The Customer hereby warrants and represents that it has the budget and project approvals necessary for the services covered under this Agreement. The Customer further warrants and represents that sufficient monies are available to the Customer to fund the expenditures for services covered under this Agreement. The Customer acknowledges that it is acting in an independent capacity in making this Agreement, and not as agents or employees of the Department of Technology.

IV. Customer Invoices
Invoices shall be available by the 10th business day of the following month. The Customer will be notified by email when monthly invoices are available for viewing on the California Department of Technology Billing System (CalTABS).

V. Payment
Upon receipt of appropriate invoices for services rendered, the Customer agrees to pay the Department of Technology for actual expenditures incurred in accordance with the rates specified in the Billing Rate Schedule. The Customer further agrees to pay invoices by Direct
Transfer in accordance with Government Code Section 11544(c). For Customers not required to be on the Direct Transfer program, payment is due 30 calendar days after receipt of invoice.

VI. Proprietary Rights
Pursuant to Executive Order S-16-04 and SAM Section 4846 et seq., the Customer acknowledges that the use of licensed products in violation of a valid licensing agreement could subject the Department of Technology to third-party lawsuits. The Customer, therefore, agrees that it will not duplicate, copy, or otherwise reproduce any proprietary software products supplied pursuant to this Agreement without the express written consent of the owner of the software. The Customer further agrees that it will use any such software products in strict compliance with the terms of any license provided by the owner of the software. The Customer further agrees that its use of any such licensed software products will not violate any applicable copyright, trademark, trade name, patent or similar legal right.

In the event the Department of Technology is sued by a third-party as a result of the Customer’s misuse of any proprietary materials or products supplied under this Agreement, the Customer agrees to indemnify, defend and hold harmless the Department of Technology from any and all claims and losses regarding the Customer’s violation of software licenses, copyrights, trademarks, trade names or any proprietary data, information or materials designated as confidential and supplied under this Agreement. If litigation arises as a result of the Customer’s breach of these obligations, the Customer will pay all litigation expenses, including reasonable attorney and expert witness fees (as permitted by law), incurred by the Department of Technology in defense or settlement of the legal action or proceeding.

VII. Unsupported Software
The Department of Technology is not responsible for license, service, and/or support issues related to software in the Customer systems, unless the Department of Technology is the licensee of the software products. The Customer agrees to maintain appropriate licenses and service and support arrangements for the systems or applications owned or maintained by the Customer’s department; all enterprise-wide systems, which include hardware and operating systems; application software (if applicable); security systems; and software licenses for all systems and services. The Department of Technology is neither responsible nor liable for damages resulting from the Customer’s decision to use unlicensed or unsupported software.

VIII. Examination and Audit
In accordance with Government Code Section 8546.7, the Department of Technology and the Customer agree that the Bureau of State Audits (BSA) or other entity will have the right to review, obtain and copy all records pertaining to performance of this Agreement. The Department of Technology and the Customer agree to provide, or otherwise make available to, the BSA or other entity any relevant information requested and shall permit the BSA or other entity access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to this Agreement. The Department of Technology and the Customer further agree to maintain such records for a period of three (3) years after final
settlement under this Agreement.

IX. **Information Security**
Based on the specific requirements of SAM Section 5300 et seq., and pursuant to Government Code Section 11549.3, every state agency, department, and office shall comply with the information security and privacy policies, standards, and procedures issued by the California Information Security Office.

Information security is defined as the protection of information and information systems, equipment, and people from a wide spectrum of threats and risks. To ensure the confidentiality, integrity, and availability of its managed resources, the Department of Technology agrees to provide protection of its information assets by establishing appropriate administrative, operational and technical policies, standards, and procedures. To further protect and minimize risk to the State, the Customer requesting to use the network or resources of the Department of Technology must comply with basic security requirements. By submitting a Service Request, the Customer agrees to ensure that:

a. The Customer is in compliance with statewide policies and laws regarding the use and protection of information resources and data.
b. The Customer’s virus software is up-to-date and security patches and upgrades are installed on all systems on which the data may be used.
c. The Customer promptly notifies the Department of Technology Information Security Officer (ISO) of any security incidents involving information systems or data on any managed service by the Department of Technology.
d. The Customer transmitting data through resources at the Department of Technology has at least one firewall system properly situated between the network and each external entry point.
e. Physical access to network components, servers, and data storage used in conjunction with access to information resources at the Department of Technology are limited to the appropriate designated staff responsible for implementing and maintaining the components.
f. The Customer’s administrative access is limited to those individuals that require access in order to perform duties essential to the operation and maintenance of that system.

X. **Limitation of Liability**
The Department of Technology’s liability for damages resulting from any cause shall be limited to the monthly invoice amount of the specific service impacted, except as follows:

a. The Department of Technology shall not be liable for any activity involving the Customer’s installation of the product, the Customer’s use of the product, or the results obtained from such use.
b. The Department of Technology shall not be liable for any unauthorized access to Customer data or any unauthorized disclosure of Customer data resulting from the Customer’s use of any product.
c. In no event shall the Department of Technology be liable to the Customer for consequential
damages, even if notification has been given as to the possibility of such damages.

XI. Changes to Service
All notices relating to changes, additions, or modifications of service shall be in writing and shall
be submitted by the Customer through CSS.

No variation of the terms of the service shall be valid unless made in writing, signed by the
Department of Technology and the Customer, approved as required, and submitted through
CSS. No verbal understanding or agreement is binding on any of the parties.

XII. Disputes
In the event of a dispute, the Department of Technology shall continue with the responsibilities
of providing services to the Customer.

XIII. Problem Escalation
The Customer acknowledges and agrees that certain technical and project-related problems or
issues may arise, and that such matters shall be promptly reported to the Department of
Technology. The Department of Technology agrees to provide an internal escalation process to
facilitate communication between the Customer and staff at the Department of Technology, as
appropriate. The Account Lead will determine the problem severity level, and notify
appropriate staff at the Department of Technology including, but not limited, to the following:

- **First Level**  Section or Unit Manager/Service Owner
- **Second Level**  Branch Chief/Service Owner
- **Third Level**  Division Deputy Director

XIV. Cancellation of Service
The Customer must provide 45 calendar days cancellation notice for a service to be terminated.
Cancellation of services is vendor-dependent and may require lead-time for processing
termination documents. The Customer must submit a Service Request through CSS to notify the
Department of Technology of the intent to terminate services. The targeted completion date
noted on the Service Request must allow for the lead-time required to cancel services.
Retroactive termination of services will not be considered. For more information regarding lead-
times for canceling services, please contact your Account Lead.