

*\* RUSH \**

*sg  
12/7/10*

**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R10/4-06)



Instructions for completing the EDS and the Contract process.

- 1. Please read the guidelines on the back of this form.
- 2. Please type all information.
- 3. Check all boxes that apply.
- 4. For amendments / renewals, attach original contract.
- 5. Attach additional pages if necessary.

*RB/1-21-11*

1. EDS Number: D20-7-1433	2. Date prepared: 12/7/2010
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**3. CONTRACTS & LEASES**

<input type="checkbox"/> Professional/Personal Services	<input checked="" type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>2</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input checked="" type="checkbox"/> QPA <u>10122</u>	<input type="checkbox"/> Other _____

**FISCAL INFORMATION**

4. Account Number: 71660-531029	5. Account Name: DIV OF INFORMATION TECH-
6. Total amount this action: \$0.00	7. New contract total: \$0.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year <u>2007</u> <u>\$0.00</u>	Year <u>2012</u> <u>\$0.00</u>
Year <u>2008</u> <u>\$0.00</u>	Year <u>2013</u> <u>\$0.00</u>
Year <u>2009</u> <u>\$0.00</u>	Year <u>2014</u> <u>\$0.00</u>
Year <u>2010</u> <u>\$0.00</u>	
Year <u>2011</u> <u>\$0.00</u>	

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): 12/5/2006	12. To ( month, day, year ): 12/31/2014
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP# _____	<input checked="" type="checkbox"/> Special Procurement
<input type="checkbox"/> Other (specify) _____	

AGENCY INFORMATION	
14. Name of agency: Office of Technology	15. Requisition Number:

16. Address: Indiana Office of Technology Attn: Sandy Jones, Procurement 100 N SENATE AVE RM 551 INDIANAPOLIS, IN 46204
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AGENCY CONTACT INFORMATION	
17. Name: Bill Pierce	18. Telephone #: 317/233-2009

19. E-mail address: bpierce@iot.in.gov
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COURIER INFORMATION	
20. Name: #IOT Procurement	21. Telephone #: 317.234.0246

22. E-mail address: iotcontract@iot.in.gov
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VENDOR INFORMATION	
23 Vendor ID #	0000075453

24. Name: EXACT TARGET INC	25. Telephone #: NA
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26. Address: DEPT CH 17808 PALATINE, IL 60055-7808
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27. E-mail address: NA
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28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: _____ % Women: _____ %
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31 Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ %
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33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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35. Will the attached document involve data processing or telecommunications systems(s)? <input checked="" type="checkbox"/> Yes: IOT or Delegate has signed off on contract
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36. Statutory Authority (Cite applicable Indiana or Federal Codes): INDIANA CODE 5-22-6-1 ET SEQ
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37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Amend the QPA contract to to add certain Service Level Agreements, revise parties obligations and extend the support. This contract provides email marketing services for the consolidation of all current state contracts into one contract to establish consistent terms and conditions, a flexible set of available services and optimum pricing. This will allow all state agencies to quickly procure Contractors services through IOT without additional contracting and provide immediate savings to those agencies.
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38. Justification of vendor selection and determination of price reasonableness: ExactTarget is an Indiana company and was selected as a sole source company.
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39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)
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40. Agency fiscal officer or representative approval <i>Sandy Jones</i>	41. Date Approved 12-7-10	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 12/7/10
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 12-9-10	46. Agency representative receiving from AG	47. Date Approved

RECEIVED  
DEC 08 2010  
OAG-ADVISORY





Name Searched On:

**EXACTTARGET (Legal)**

### Current Information

Entity Legal Name:

**EXACTTARGET, INC.**

Entity Fictitious Name:

Entity Address:

**20 NORTH MERIDIAN ST., SUITE 200, INDIANAPOLIS, IN 46204**

### General Entity Information:

Control Number: **2004071500330**

Status: **Active**

Entity Type: **For-Profit Foreign Corporation**

Entity Creation Date: **7/15/2004**

Entity Date to Expire:

Entity Inactive Date:

Original Creation Date: **7/14/2004**

Original Creation State: **DE**

**This entity is current with Business Entity Report(s).**

There are no other names on file for this Entity.

### Additional Services Available:



**View additional information for the entity, including transaction history, merger information, registered agent, principals and corporate report information (years paid and years due).**



**Generate an official Certificate of Existence/Authorization.** There is a total fee of \$18.00 for *IN.gov* subscribers and a fee of \$19.38 for credit card users. [Example Certificate](#). Please note that when an entity has a past due business entity report, the Certificate of Existence will indicate that the entity is not current. An entity is current if no reports are past due.



**Generate Copies of Business Entity Documents.**



**Request Information Printouts or Certificates.** There is no fee to place an order; however, you will be billed for any statutory fees associated with your order.

[View fee schedule](#) [View turn around time](#)

### (NEW SEARCH)

If you encounter technical difficulties while using these services, please contact the *IN.gov* [Webmaster](#).

If you are unable to find the information you need through the resources provided on this web site, please contact Secretary of State Todd Rokita's Business Services Division at 317-232-6576.

**AMENDMENT # 2 / RENEWAL # 1**  
**EDS # D20-7-1433**

This is Amendment #2 and Renewal #1 to the Contract (the "Contract") entered into by and between the Indiana Office of Technology (the "State") and ExactTarget, Inc. (the "Contractor") approved by the State on December 7, 2006.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

**Whereas**, the State and the Contractor entered into Amendment #1 to the Contract, which established certain Service Level Agreements, revised the parties obligations regarding Confidentiality of State Information, and amended the Contractor's Limitation on Liability; and

**Whereas**, the State and the Contractor wish to renew the Contract for an additional term of 48 months as contemplated by paragraph 6B of the Contract; and

**Whereas**, the State and the Contractor wish to amend the Contract to enhance cost-savings to the State by better utilization of the Contractor's resources and its bulk purchasing capabilities;

**Now therefore**, in consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby renewed for an additional period of 48 months and 24 days. It shall terminate on December 31, 2014 (the "Renewal Period").

2. **Paragraph 1 (Services)** is amended by adding the following paragraph:

During the Renewal Period, the Contractor shall provide the Services set forth on Attachment 2ndAM A.

3. **Paragraph 5 (Consideration and Payment)** is amended by adding the following sentence at the end of paragraph 5 A:

Consideration during the Renewal Period is detailed in Attachment 2ndAM A, attached hereto and incorporated fully herein.

Paragraph 5 is further amended by adding the following new provisions to subparagraph B:

4) During the Renewal Period, all invoices, whether for email sends, subscription fees, new products, or any other service or use arising under this Contract and the QPA, shall be sent to IOT by the 5<sup>th</sup> business day of the month, and shall be accompanied by or contain a report detailing the using agency, the services used, and the number of e-mails sent, during the immediately-preceding calendar month. IOT will be responsible for billing the user agencies.

4. **Paragraph 6 (Term)** is amended by adding the following sentence:

The Contract is hereby renewed for an additional period of forty-eight months and 24 days (the "Renewal Period"). It shall terminate on December 31, 2014.

All other matters previously agreed to and set forth in the original Contract and the First Amendment and not affected by this Amendment #2 / Renewal shall remain in full force and effect.

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Amendment #2 / Renewal other than that which appears upon the face hereof.

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below hereby agree to the terms thereof.

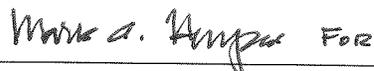
**ExactTarget, Inc.:**

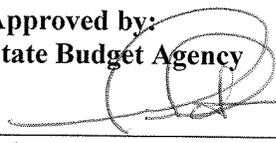
By:   
Printed Name: Scott Gotshall  
Title: Corporate Attorney  
Date: December 6, 2010

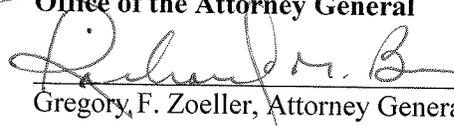
**Indiana Office of Technology**

By:   
Brian S. Arrowood, Chief Information Officer  
Date: 7-DEC-2010

**Approved by:**  
**Department of Administration**

By:  For  
Robert D. Wynkoop, Commissioner  
Date: 12/7/2010

**Approved by:**  
**State Budget Agency**  
 (for)  
Adam M. Horst, Director  
Date: 12/7/10

**Approved as to Form and Legality:**  
**Office of the Attorney General**  
 (for)  
Gregory F. Zoeller, Attorney General  
Date: December 9, 2010

## Attachment 2ndAM A.

### Contractor Rate Table and Description of Services Renewal Period

Unless otherwise noted, this Attachment 2ndAM A replaces Attachment A to the Contract during the Renewal Period.

- 1. Renewal Period Prices.** Schedule 1, attached hereto and incorporated herein, and subject to paragraph 3 below, sets forth the “Pay as You Go” e-mail rates, the annual subscription rates, and the prices for Product Editions, Functionality, and Service that apply to services and applications purchased by the State and its agencies during the Renewal Period.
- 2. Features of Core, Advanced, and Enterprise Marketer Packages.** Schedule 2, attached hereto and incorporated fully herein, describes the features offered with the Contractor’s various Product Editions. Schedule 2 supplements the package descriptions set forth on Attachment A to the Contract. If any marketer package is enhanced and made generally available during the Renewal Period, the Contractor shall make such enhancements available to the State at no additional charge.
- 3. Most Favored Customer.** The Contractor shall treat the State as a most favored customer. During the Renewal Period and upon necessity, the Contractor agrees to update Schedule 1 on a quarterly basis to make available a price reduction or discount made generally available to other customers of comparable usage more favorable terms, conditions with respect to subscriptions, e-mail pricing, or other applications and services offered by the Contractor.
- 4. Conformance of Marketer Subscription Periods.** During the Renewal Period, the parties desire that all user marketer subscription have a December 31 expiration date, and that marketer package fees be prorated to accomplish this goal. A list of existing agency marketer subscriptions is set forth on Schedule 3. Marketer package fees for agencies entering the program will be pro-rated on a full month basis so that an expiration / renewal occurs on December 31 of each year.
- 5. All Orders by State Users Made Through, and All Billings Sent to IOT.** To maximize the purchasing power of the State and better manage this Contract during the Renewal Period, all orders by State agencies and those governmental entities using the State’s Quantity Purchase Agreement (“QPA”) must be placed through and acknowledged by IOT. IOT has provided Contractor with a list of State agencies and governmental entities, which it may supplement from time-to-time. The Contractor will refer all requests for information and orders from any customer that appears to be related to the State to IOT. All orders shall reference the QPA issued in connection with this Contract and shall reference whether the purchase is for an initial term, renewal term, or upsell. Unless otherwise agreed to in writing by IOT and the Contractor, IOT will place orders for the agencies, and will receive all invoices.
- 6. New Products.** During the Renewal Period, the Contractor will endeavor to provide the State with secure access to a webpage containing a list of new products and services identified by stock keeping unit (“SKU”) from which an agency may select newly-offered services and applications in addition to those shown on Schedule 1. New services will be offered to the State at a discount of 35% off the Contractor’s list price, subject to adjustments as a Most Favored Customer, as more fully described in paragraph 3, above. All orders for new services shall be placed with reference to the QPA and shall be approved by IOT.
- 7. Tier E-Mail Messaging Fees during the Renewal Period.** The tiered pricing for “Pay as You Go Email” Volume is set forth on Schedule 1. The Contractor shall be responsible for decreasing the per email charge when a new tier is reached. The Contractor shall provide credits by agency if the change in

tier pricing is not accurately reflected in any billing. In the event that an agency executes an order to make a bulk purchase, which shall be equal to or greater than five hundred thousand (500,000) Email Messaging Fees, the bulk purchase must be approved by IOT. If the bulk purchase is approved, the amount of Email Messaging Fees in the bulk purchase shall be added to the State's "Pay as You Go Email" Volume set forth in Schedule 1. Furthermore, a bulk purchase of Email Messaging Fees by an agency will receive a twenty percent (20%) discount off the Rate per Email for the following tiers and corresponding rates: 0 to 10,000,000 at \$0.0065 per email; 10,000,001 to 12,000,000 at \$0.0060 per email; and 12,000,001 to 15,000,000 at \$0.0055 per email.

The e-mail count shall re-set annually on January 1. The count will revert to zero and the tiered pricing for each January 1 shall revert back to the top tier.

**8. IOT Basic Marketer Subscription.** During each year of the Renewal Period, the Contractor will provide IOT with a Core Edition and will waive the annual subscription fees. IOT may offer the use of this Core Edition to State agencies who do not use the Contractor's services extensively, and shall be solely responsible for determining the rate it will charges such agencies for using this access.

**9. Customized Services.** The Customized Services described in paragraph E of Attachment A to the Contract shall remain the same during the Renewal Period.

**10. Billing.** All invoices, whether for email sends, subscription fees, new products, or any other service or use arising under this Contract and the QPA, shall be sent to IOT with a copy to the actual using agency by the 5<sup>th</sup> business day of the month, and shall be accompanied by or contain a report detailing the using agency, the services used, and the number of e-mails sent, during the immediately-preceding calendar month. IOT will be responsible for billing the user agencies.

**11. State Account Manager; Training.** During the Renewal Period, the Contractor shall designate one individual to be the Account Manager for the State to ensure proper training of relationship managers and sales representatives to handle all questions relating to billing, prices, quotes, questions over whether an "new" customer needs to order pursuant to this Contract and the QPA, customer use and satisfaction, and other matters arising under the Contract and this Attachment 2ndAm A. The State understands that the Contractor's internal relationship managers will continue to work directly with the actual using agencies on particularized needs, including pricing, billing, and orders.

The Account Manager and Contractor's employees most involved with larger user agencies shall meet with IOT staff upon request, but at least once a year, to review user satisfaction, questions, and to discuss best practices.

**12. Anticipated Use by Other Governmental Bodies.** During the Renewal Period, the parties anticipate that QPA pricing and services will be expanded to include other governmental bodies, including, political subdivisions and statutory educational bodies and corporations ("Other Governmental Bodies"). The parties agree that the volume of e-mails sent by these Other Governmental Bodies will be counted in terms of Tier pricing. The parties further acknowledge that the processes for such Other Governmental Bodies may be different than those described in the Contract, which may be memorialized by a subsequent amendment to this Contract.

## Schedule 1 to Attachment 2ndAM A.

Pay as You Go Email Volume	Rate per Email
0 to 10,000,000	\$0.0065
10,000,001 - 12,000,000	\$0.0060
12,000,001 - 15,000,000	\$0.0055
15,000,001 - 20,000,000	\$0.0050
> 20,000,000	\$0.0045

Product Family	Product Code	Product Description	Current List Price	State price
Application	100100	CORE EDITION Subscription	\$1,000.00	\$500.00
Application	100101	ADVANCED EDITION Subscription	\$7,500.00	\$3,000.00
Application	100102	ENTERPRISE EDITION Subscription	\$15,000.00	\$7,500.00
Application	102002	ENTERPRISE EDITION On your behalf Sub-Account	\$100.00	\$65.00
Application	102003	ENTERPRISE EDITION Lock and Publish Sub-Account	\$500.00	\$325.00
Application	102004	ENTERPRISE EDITION Business Unit Sub-Account	\$2,500.00	\$1,625.00
Option - Application	200380	Additional User (Core,Advanced, Agency, Enterprise Editions)	\$100.00	\$65.00
Option - Application	200520	Conversion Tracking (Core Edition)	\$1,500.00	\$975.00
Option - Application	200580	Dynamic Content (Core,Advanced, Agency, Enterprise Editions)	\$1,500.00	\$975.00
Option - Application	200820	International Content (Core, Advanced, Agency, Editions)	\$2,500.00	\$1,625.00
Option - Application	200900	Private IP / Dedicated IP	\$500.00	\$325.00
Option - Application	200905	Private Domain	\$500.00	\$325.00
Option - Application	200910	SSL Certificate	\$500.00	\$325.00
Option - Application	200960	Reply Mail Management (Core Edition)	\$1,000.00	\$650.00
Option - Application	202000	Sender Authentication Package (Core,Advanced, Agency, Enterprise Editions)	\$2,500.00	\$1,625.00
Option - Application	202005	Sender Authentication: Client Managed/Maintained	\$2,500.00	\$1,625.00
Option - Application	202040	Web Analytic Connector per account	\$2,500.00	\$1,625.00
Option - Application	202060	Access to Open API (Core Edition)	\$2,500.00	\$1,625.00
Option - Application	209990	Salesforce.com Integration	\$0.00	\$0.00
Option - Application	209991	Microsoft Dynamics CRM Integration	\$0.00	\$0.00
Option - Application	209992	Microsoft Dynamics CRM Connector - Email Marketing Edition	\$3,000.00	\$1,950.00
Option - Application	209993	Microsoft Dynamics CRM Connector - Marketing Automation	\$10,000.00	\$6,500.00
Option - Application	212200	Automated Interaction Management (Advanced, Agency, Enterprise Editions)	\$5,000.00	\$3,250.00
Option - Application	212220	Advanced Content Management (Advanced, Agency, Enterprise Editions)	\$2,500.00	\$1,625.00
Option - Utilization	212250	212250 Landing Pages 10	\$800.00	\$520.00
Option - Application	212265	Microsite Subscription Upgrade	\$0.00	\$0.00
Option - Utilization	212270	212270 Landing Pages 100	\$1,500.00	\$975.00
Option - Utilization	212275	Additional Landing Pages (50) and Impressions (500,000)	\$750.00	\$487.50
Option - Application	212300	Live Offers	\$10,000.00	\$6,500.00
Option - Application	212310	Live Ads	\$10,000.00	\$6,500.00
Option - Application	213000	SMS Subscription License	\$2,000.00	\$1,300.00
Option - Application	213200	One-Time Short Code Setup	\$2,000.00	\$1,300.00
Option - Application	213202	US Short Code Carrier Coverage Upgrade	\$2,500.00	\$1,625.00
Option - Application	213205	Private Long Code One-Time Set-up Fee	\$2,000.00	\$1,300.00
Option - Application	213210	Monthly Random Short Code Lease	\$500.00	\$325.00
Option - Application	213220	Monthly Vanity Short Code Lease	\$1,000.00	\$650.00
Option - Application	213225	Shared Short Code	\$0.00	\$0.00
Option - Packages	213400	Capture - Interactive Messaging	\$2,400.00	\$1,560.00
Option - Packages	213410	Collect - Interactive Messaging	\$3,600.00	\$2,340.00
Emails	401000	Email File Attachments	\$0.05	\$0.03
Emails	402000	High Priority Email Messages	\$1.00	\$0.65
Option - Service	600860	Personalized Training Session	\$500.00	\$325.00
Option - Service	602000	SenderScore Certification	\$200.00	\$130.00
Option - Service	620000	Envision - Strategy	\$75,000.00	\$48,750.00
Option - Service	620010	Envision - Strategy	\$1.00	\$0.65
Option - Service	620100	Envision - Plan	\$30,000.00	\$19,500.00
Option - Service	620110	Envision - Plan Plus	\$50,000.00	\$32,500.00
Option - Service	620120	Envision - Plan (Custom)	\$1.00	\$0.65
Option - Service	620130	Envision - Deliverability Remediation	\$20,000.00	\$13,000.00
Option - Service	620140	CoTweet Playbook	\$10,000.00	\$6,500.00
Option - Service	620200	Activate - Send	\$4,750.00	\$3,087.50
Option - Service	620205	Activate - Send Enterprise	\$9,500.00	\$6,175.00
Option - Service	620206	Activate - Send Enterprise 2.0	\$15,000.00	\$9,750.00
Option - Service	620207	Activate - Send Embedded	\$12,000.00	\$7,800.00
Option - Service	620208	Activate: Send Embedded Basic	\$7,500.00	\$4,875.00

Option - Service	620210	Activate - Additional Campaigns	\$1,500.00	\$975.00
Option - Service	620211	Activate - Send Enterprise 2.0 Additional Campaigns	\$1,500.00	\$975.00
Option - Service	620215	Activate - Additional Business Units	\$3,800.00	\$2,470.00
Option - Service	620216	Activate - Send Enterprise 2.0 Additional User Fee	\$250.00	\$162.50
Option - Service	620220	Activate - Core Training	\$1,500.00	\$975.00
Option - Service	620225	Activate - Core Onsite Training	\$2,500.00	\$1,625.00
Option - Service	620230	Activate - Advanced Training	\$2,500.00	\$1,625.00
Option - Service	620235	Activate - Advanced Onsite Training	\$3,500.00	\$2,275.00
Option - Service	620240	Activate - Enterprise Training	\$2,500.00	\$1,625.00
Option - Service	620245	Activate - Enterprise Onsite Training	\$3,500.00	\$2,275.00
Option - Service	620246	Activate - Enterprise 2.0 Training	\$3,500.00	\$2,275.00
Option - Service	620247	Activate - Enterprise 2.0 Onsite Training	\$4,500.00	\$2,925.00
Option - Service	620250	Activate - Send + Enhance	\$1.00	\$0.65
Option - Service	620251	Activate - Custom Training	\$250.00	\$162.50
Option - Service	620262	Onsite Enablement Fee	\$1,000.00	\$650.00
Option - Service	620270	Activate - Configure	\$1,600.00	\$1,040.00
Option - Service	620275	Activate CoTweet® Enterprise	\$2,500.00	\$1,625.00
Option - Service	620277	CoTweet Empowered Enterprise	\$25,000.00	\$16,250.00
Option - Service	620280	620280 Activate Send for Microsoft Dynamics CRM	\$7,200.00	\$4,680.00
Option - Service	620281	Activate Send Enterprise for Microsoft Dynamics CRM	\$12,200.00	\$7,930.00
Option - Service	620282	Activate - Add Business Unit for Different Microsoft Dynamic CRM Organization	\$5,800.00	\$3,770.00
Option - Service	620284	Activate - Send for Salesforce.com	\$6,000.00	\$3,900.00
Option - Service	620285	Activate - Send Enterprise for Salesforce.com	\$11,000.00	\$7,150.00
Option - Service	620286	Activate - Add Business Unit for Different Salesforce.com Instance	\$5,200.00	\$3,380.00
Option - Service	620287	Activate: Send Embedded Advanced	\$15,000.00	\$9,750.00
Option - Service	620300	Enhance - Automation	\$2,500.00	\$1,625.00
Option - Service	620302	Enhance - Automation	\$2,600.00	\$1,690.00
Option - Service	620303	Enhance - Segmentation	\$3,450.00	\$2,242.50
Option - Service	620305	Enhance - MSCRM	\$3,500.00	\$2,275.00
Option - Service	620307	Enhance - MSCRM - Training Add On	\$500.00	\$325.00
Option - Service	620310	Enhance - Advanced Interaction Management Training	\$1,000.00	\$650.00
Option - Service	620315	Enhance - Salesforce	\$3,000.00	\$1,950.00
Option - Service	620316	Enhance - Salesforce - Training Add On	\$500.00	\$325.00
Option - Service	620320	Enhance - Omniture - Static Content	\$4,250.00	\$2,762.50
Option - Service	620321	Enhance - Omniture - Training Add On	\$500.00	\$325.00
Option - Service	620323	Enhance - Omniture - Reporting	\$2,000.00	\$1,300.00
Option - Service	620326	Enhance - Custom Template Design	\$5,500.00	\$3,575.00
Option - Service	620328	Enhance - Strategic Template Design	\$9,800.00	\$6,370.00
Option - Service	620332	Enhance Design Best Practices Training	\$1,500.00	\$975.00
Option - Service	620340	Enhance Text - Private Short Code	\$9,000.00	\$5,850.00
Option - Service	620341	Enhance - Text - Training Add On	\$1,000.00	\$650.00
Option - Service	620342	Enhance - International Text	\$7,500.00	\$4,875.00
Option - Service	620343	Enhance - Text Code Transfer	\$6,300.00	\$4,095.00
Option - Service	620344	Enhance Shared Short Code	\$5,000.00	\$3,250.00
Option - Service	620360	Enhance - Advanced Data & Content Management	\$4,000.00	\$2,600.00
Option - Service	620361	Enhance - Advanced Content Management Training	\$1,500.00	\$975.00
Option - Service	620363	Enhance - Advanced Data Management Training	\$1,500.00	\$975.00
Option - Service	620365	Enhance - Tracking Training	\$500.00	\$325.00
Option - Service	620367	Enhance - Landing Pages / Microsites / Smart Capture Training	\$1,000.00	\$650.00
Option - Service	620368	Enhance - Landing Page Starter Kit	\$3,500.00	\$2,275.00
Option - Service	620369	Enhance - Triggered Messages Training	\$1,000.00	\$650.00
Option - Service	620370	Enhance: Live Offers (Basic)	\$5,750.00	\$3,737.50
Option - Service	620371	Enhance: Live Offers (Advanced)	\$9,000.00	\$5,850.00
Option - Service	620373	Enhance - Microsoft Dynamics CRM Workflow Automation	\$1,500.00	\$975.00
Option - Service	620375	Enhance - Smart Capture	\$1,700.00	\$1,105.00
Option - Service	620377	Enhance - Smart Capture for Microsoft Dynamics CRM or Salesforce.com	\$2,500.00	\$1,625.00
Option - Service	620378	Smart Capture for Microsoft Dynamics CRM	\$3,700.00	\$2,405.00
Option - Service	620379	Enhance Smart Capture for Salesforce.com	\$2,800.00	\$1,820.00
Option - Service	620380	Coremetrics Enhanced Reporting	\$2,000.00	\$1,300.00
Option - Service	620381	Coremetrics Behavioral Remarketing - Static Content	\$4,250.00	\$2,762.50
Option - Service	620387	Enhance: Subscriber Preference Center	\$7,000.00	\$4,550.00
Option - Service	620388	Enhance: Branded Microsite Layout Build	\$1,200.00	\$780.00
Option - Service	620395	Enhance - Webtrends Behavior Remarketing Static Content	\$4,250.00	\$2,762.50
Option - Service	620397	Enhance Branded Template Build	\$1,200.00	\$780.00
Option - Service	620400	Optimize - Measure (Bi-annual)	\$9,000.00	\$5,850.00
Option - Service	620405	Optimize - Measure (Quarterly)	\$15,000.00	\$9,750.00
Option - Service	620407	Enhance - API Starter Kit	\$3,500.00	\$2,275.00
Option - Service	620420	Optimize - Deliverability Assessment	\$10,000.00	\$6,500.00

Option - Service	620425	Optimize - Measure Deliverability (Bi-Monthly)	\$10,000.00	\$6,500.00
Option - Service	620430	Optimize - Measure Deliverability (Monthly)	\$17,500.00	\$11,375.00
Option - Service	620445	Optimize – Performance and Design Assessment	\$5,900.00	\$3,835.00
Option - Service	620450	Optimize – Design Assessment – Additional Communication	\$1,500.00	\$975.00
Option - Service	620455	Custom Data Pull	\$500.00	\$325.00
Option - Service	620470	Optimize CoTweet® Monthly Analysis	\$2,500.00	\$1,625.00
Option - Service	620471	Optimize CoTweet® Monthly Analysis (Annual)	\$25,000.00	\$16,250.00
Option - Service	620475	Optimize – Email Client Analysis	\$2,450.00	\$1,592.50
Option - Service	620500	Premium Support	\$20,000.00	\$13,000.00
Option - Service	630000	ET@ - Project Manager	\$2,000.00	\$1,300.00
Option - Service	630005	ET@ - Project Coordinator	\$1,500.00	\$975.00
Option - Service	630010	ET@ - Program Director	\$2,500.00	\$1,625.00
Option - Service	630015	ET@ - Program Lead	\$2,000.00	\$1,300.00
Option - Service	630025	ET@ - Technical Producer	\$1,800.00	\$1,170.00
Option - Service	630030	ET@ - Deployment Specialist	\$1,500.00	\$975.00
Option - Service	630035	ET@ - Senior Marketing Consultant	\$2,000.00	\$1,300.00
Option - Service	630040	ET@ - Marketing Consultant	\$1,800.00	\$1,170.00
Option - Service	630045	ET@ - Implementation Lead	\$1,800.00	\$1,170.00
Option - Service	630050	ET@ - Implementation Consultant	\$1,500.00	\$975.00
Option - Service	630055	ET@ - Technology Architect	\$2,000.00	\$1,300.00
Option - Service	630060	ET@ - Technology Specialist	\$1,500.00	\$975.00
Option - Service	630065	ET@ - Senior Designer	\$2,000.00	\$1,300.00
Option - Service	630070	ET@ - Designer	\$1,800.00	\$1,170.00
Option - Service	630075	ET@ - Platinum Support Manager	\$1,800.00	\$1,170.00
Option - Service	630085	ET@ - Campaign Manager	\$2,000.00	\$1,300.00
Social Media	700100	CoTweet® Enterprise	\$18,000.00	\$11,700.00
Social Media	700105	Cotweet® Unlimited	\$100,000.00	\$65,000.00
Social Media	700110	CoTweet® Enterprise Flex 10 Upgrade	\$12,000.00	\$7,800.00
Social Media	700130	CoTweet® BETA Program	\$0.00	\$0.00

Schedule 2 to Attachment 2nd AM A.

Feature	List Price	Core	Advanced	Enterprise 10	SKU
Portfolio	•	•	•	•	•
Dynamic Content	\$1,500	Optional	•	•	200580
International Content	\$2,500	Optional	Optional	•	200820
Content Lock and Publish	•	Not Available	Not Available	•	•
Sub Accounts					
On Your Behalf Lock & Publish Business Unit	\$100 each \$500 each \$2,500 each	Not Available	Not Available	Optional	102002 102003 102004
Inbox Preview Reports, Standard Package	Standard Package (min 50) \$10/report Complete Package (min 50) \$40/report	• (10 included year 1 only)	• (10 included year 1 only)	• (20 included year 1 only)	212320 212330
Profile/Preference Attributes (Number included)	No charge for additional	• (200)	• (200)	• (200)	•
Forward to a Friend	•	•	•	•	•
Social Forward	•	•	•	•	•
Web Collect	•	•	•	•	•
Segmentation	•	•	•	•	•
Triggered Messages	•	•	•	•	•
Tracking	•	•	•	•	•
Reporting	•	• (20)	• (21)	• (21)	•
Conversion Tracking	\$1,500	Optional	•	•	200520
BrandBuilder	•	•	•	•	•
Users (Number Included)	\$100	• (5)	• (5)	• (5)	200380
Reply Mail Management (RMM)	\$1,000	Optional	•	•	200960
Dedicated IP Address (Private IP address)	\$500	Optional	•	•	200900
Salesforce.com Integration (ExactTarget for AppExchange)	•	•	•	•	•
API Access	\$2,500	Optional	•	•	202060
Web Analytics Connector	\$2,500	Optional	•	•	202040
Standard Support	•	•	•	•	•

**Schedule 3 to Attachment 2ndAM A.**

	<b>Agency Name</b>	<b>Package</b>	<b>Addtl. Services/Functionality</b>	<b>Renewal</b>
1	Hoosier Lottery	Advanced Marketer	Sender Authentication Package Automated Interaction Management Advanced Content Management Live Offers Inbox Preview-Completed Pkg. SMS with Vanity short Code Professional Services - various	2/28/2011
2	BMV	Advanced Marketer	Automated Interaction Management	1/4/2011
3	Department of Education (IDOE)	Basic Marketer		1/10/2011
4	Department of Revenue	Basic Marketer		10/13/2010
5	Department of Workforce Development	Basic Marketer		6/30/2011
6	Indiana Economic Development Corp. (IEDC)	Advanced Marketer	Sender Authentication Package Automated Interaction Management Landing Pages Professional Services - various	1/30/2011
7	Indiana General Assembly	Enterprise Edition		3/24/2011
8	Indiana National Guard - Family Programs	Basic Marketer		11/16/2010
9	Indiana Office of Tourism Development	Basic Marketer	Dynamic Content Web Analytic Connector	1/10/2011
10	Indiana Public Employees Retirement Fund (PERF)	Advanced Marketer		12/31/2010
11	Indiana Secretary of State	Basic Marketer	Landing Pages	6/28/2011
12	Indiana Department of Health	Basic Marketer		10/10/2010
13	Inshape Indiana	Advanced Marketer		8/25/2011
14	Integrated Public Safety Commission	Basic Marketer		10/31/2010
15	Learn More Resource Center	Basic Marketer		6/30/2011
16	Teachers Retirement Fund (TRF)	Basic Marketer		1/4/2011
17	White River State Park	Basic Marketer		5/5/2011