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PARTICIPATING ADDENDUM

Between

CherryRoad Technologies (hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

NASPO ValuePoint

Cloud Solutions 2016-2026

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2476

1. SCOPE

The State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured and awarded a Request for Proposal resulting in Master Agreement number AR2476. The Master Agreement was created as a cooperative purchasing agreement for Cloud Solutions.

This addendum establishes Contractor as a non-exclusive, non-mandatory source of supply for (1) all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissions, institutions and colleges and universities and (2) all other State of Georgia governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to make purchases pursuant to this Addendum shall be referred to collectively as "Purchasing Entities".

This addendum allows for purchase of the following Cloud Solutions:

Software as a Service (SaaS)

Infrastructure as a Service (IaaS)

Platform as a Service (PaaS)

Value Added Services

Additional Value-Added Services

Maintenance Services

Professional Services

- Deployment Services
- Consulting/Advisory Services
- Architectural Design Services
- Statement of Work Services

Partner Services

Training Deployment Services

The above-listed Cloud Services may be obtained from the Service Providers specifically provided for in Appendix A to this Participating Addendum. No Purchasing Entity may purchase Cloud Solutions from a Service Provider

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who is not listed in Appendix A. No terms and conditions of Service Providers (including but not limited to sub-contractors, resellers, and partners) will be considered binding on the Participating State, a Participating Entity, a Purchasing Entity, or the Contractor other than the terms and conditions attached as an Exhibit to Appendix A. Any documents containing terms and conditions that are in conflict with the terms and conditions or that contain terms and conditions beyond the scope of this Participating Addendum and the documents attached to Appendix A are not binding on the parties. The Contractor may add Service Providers under this participating addendum with the expressed agreement by DOAS. The Contractor will notify DOAS if Service Providers are removed.

Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if the work is performed by a subcontractor.

The Contractor's Master Agreement products or services listed on the Contractor's page of the NASPO ValuePoint website are included in this Addendum only if they are listed in Appendix A and they are not offered on a Mandatory Statewide Contract. In the event they are offered on a Mandatory Statewide Contract, products or services may be procured under this Addendum if a waiver is granted by the Participating State/Entity.

Any obligations placed upon Contractor under the Master Agreement and this Participating Addendum shall also apply to any service provider (including but not limited to resellers, subcontractors, partners, or agents) that provides any product or service under the Master Agreement and this Participating Addendum. Contractor shall also ensure compliance by all service providers (including but not limited to resellers, subcontractors, partners, or agents) of all obligations and requirements set forth under the Master Agreement and this Participating Addendum.

2. TERM

The term of this Participating Addendum and State Contract Number: 99999-SPD-T20190814-0005 shall be effective upon the date of final execution below (the "Effective Date") by the State of Georgia through September 15, 2026, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement.

3. NON-EXCLUSIVE CONTRACT

The contract shall be non-exclusive and shall not in any way preclude the State of Georgia from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

4. PRIMARY CONTACTS

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Chris Tilden
Address:	6 Upper Pond Road, 2nd Floor, Parsippany, NJ 07054
Telephone:	609.353.8001
Fax:	
Email:	ctilden@cherryroad.com

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Secondary Contact:

Name:	Amy Werthmann
Address:	6 Upper Pond Road, 2nd Floor, Parsippany, NJ 07054
Telephone:	708.220.6225
Email:	awerthmann@cherryroad.com

Participating State:

Name:	Kim Ford
Address:	200 Piedmont Avenue SE West Tower, Atlanta, GA 30303
Telephone:	404.656.5345
Email:	Kimberly.ford3@doas.ga.gov

5. PARTICIPATION

This Participating Addendum (and the corresponding NASPO ValuePoint Master Agreement) may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Georgia. Pursuant to O.C.G.A. § 50-5-57, DOAS hereby certifies the Contractor as a source of supply to Purchasing Entities for the goods and services available to Purchasing Entities pursuant to this Addendum. Orders shall be placed individually and from time to time by Purchasing Entities. The execution of this Addendum only establishes the Contractor as an authorized source of supply by DOAS and creates no financial obligation on the part of DOAS. Purchasing Entities are solely and individually financially responsible for their respective purchases. The Addendum does not guarantee any minimum level of purchases. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Executive branch state agencies that are required to use the Georgia Enterprise Technology Services (GETS) for their IT infrastructure must receive prior approval from the Georgia Technology Authority (GTA) before making purchases under this contract. Instructions for the agencies to obtain approval and a list of the relevant agencies are provided in the User Guide for this contract.

With respect to any “Educational Discount Price”, offered by Contractor pursuant to this Addendum, the parties agree that the following Purchasing Entities shall be eligible to receive any Educational Discount Price: Board of Regents of the University System of Georgia and all of its colleges and universities, the Technical College System of Georgia and all of its technical schools, the State Board of Education, the Georgia Department of Education, the Georgia Academy for the Blind, the Georgia School for the Deaf, the Atlanta Area School for the Deaf, public K-12 schools, public boards of education, “local school systems” and “local units of administration as those terms are defined by O.C.G.A § 20-2-242, and any other Purchasing Entity identified by the parties as an educational entity.

Contractor acknowledges that Purchasing Entities are a political subdivision of the State of Georgia. The laws of the State of Georgia shall govern this Participating Addendum. Nothing under this Participating Addendum or the Master Agreement shall be deemed or construed as a waiver of the State’s right of sovereign immunity. The Participating State/Entity and Purchasing Entities are agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with Georgia law.

Purchasing Entities, as a political subdivision of the State of Georgia, may not sign their own Participating Addendum, unless approved by the Chief Procurement Officer of the state where the Purchasing Entities are located.

6. NO THIRD-PARTY BENEFICIARIES

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Nothing in this Participating Addendum or any purchase orders issued pursuant to this Addendum shall be construed to create a third-party beneficiary to this Addendum.

7. ORDER OF PRECEDENCE

(i) The Participating Addendum ("PA"), including any Amendments and Exhibits attached, A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement;
(ii) NASPO ValuePoint Master Agreement Terms & Conditions, with the exception of Attachment E, which is hereby deleted;
(iii) The Solicitation;
(iv) Contractor's response to the Solicitation, as revised and accepted by the Lead State; and
(v) A Service Level Agreement or Purchasing Order issued against the Participating Addendum.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Participating Addendum are only those that are expressly accepted by the Participating State and must be in writing and attached to the Participating Addendum as an Exhibit or Attachment. The Participating Addendum language prevails unless a mutually agreed exception has been negotiated. Such exception must be made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Georgia.

No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor to a Purchasing Entity. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Participating Addendum shall contain any terms or conditions other than as set forth in the Participating Addendum. Any such extraneous terms and conditions shall be void, invalid, and unenforceable against the State of Georgia or the Participating Entity. Any refusal by Contractor/Subcontractor to supply any goods or services under this Participating Addendum conditioned upon the State of Georgia or the Participating Entity submitting to any extraneous terms and conditions shall be a material breach of the Participating Addendum and constitute an act of bad faith by the Contractor/Subcontractor. Contractor shall insure that contracts or agreements with subcontractors, agents, partners, and/or resellers, and the performance of services in relation to this Participating Addendum by the same, do not conflict with this Participating Addendum.

8. CHANGES IN CONTRACTOR REPRESENTATION

DOAS requires the assignment of a primary account representative (for each category). The Contractor shall identify by name and location the primary account representative for each awarded category who will be responsible for the performance of the contract. The Contractor must also provide a next in line account representative, that will serve as a back-up for the State. The State requires the Contractor to notify DOAS of any changes in key account representatives, in writing within 10 calendar days of the change.

9. AMENDMENTS

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Georgia. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

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10. SUB-CONTRACTORS, PARTNERS, RESELLERS

The Contractor and Service Provider shall identify its strategic business partners related to services provided under this contract, including but not limited to, all sub-Contractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any Cloud solution and/or operations.

Contractor must ensure that any sub-Contractor (including service providers) fulfillment partner, dealer, or reseller who makes sales under this Participating Addendum complies with the terms of the Master Agreement and this Participating Addendum. No terms or conditions of the Service Provider (including but not limited to sub-contractors, resellers, and partners), not included in this Participating Addendum, shall be considered binding on the Participating State unless specifically agreed to in writing. Any contractual agreement resulting from this Participating Addendum shall specify that the Contractor is solely responsible for ensuring fulfillment of all requirements of the Master Agreement, this Participating Addendum, and any Service Level Agreements or other customer agreements.

11. RESELLER APPROVAL

Contractors wishing to add a Reseller to the Statewide contract must follow the State approval process. Reseller Partners must be approved in advance by the State as a condition of eligibility under this Contract. The State reserves the right to rescind any such participation. The State also reserves the right to request the Contractor to name additional Resellers, in the best interest of the State, at the State's sole discretion.
The Contractor must complete and submit the following forms as part of the State Reseller approval process:

(i) Sales and Use Tax Form – Populated with Reseller information
(ii) Debarment Letter – Contractor statement indicating Reseller is not debarred (Federal or State level)
(iii) E-Verify Form
(iv) DOAS Reseller Request/Approval Spreadsheet – Contractor to complete DOAS approval spreadsheet with Reseller contact information and PO instructions. Contractor shall specify whether orders must be placed directly with Contractor or may be placed directly with the designated Reseller. Contractor must provide the State, in advance, all necessary ordering information, billing address and Federal Identification number.

Approved Resellers must be eligible to quote lower than or equal Contract pricing under this Contract. Contractors are encouraged to identify multiple approved Resellers to participate in competitive transactions.

Contractor shall be responsible for Reseller performance and compliance with all Contract terms and conditions. Products purchased through Reseller must be reported by the Contractor in the required Quarterly Sales Reports to the State.

Immediate notice to DOAS is required by the Contractor, in the event, a change in Reseller's status occurs during the Contract term.

12. PURCHASING PROCESS

(i) Statement of Need

A Purchasing Entity or Participating Entity purchasing Cloud Solutions from this Participating Addendum shall create a Statement of Need, each time they desire to purchase Cloud Solutions. The Entity shall issue a detailed Statement of Need to the Contractor(s) who offers the applicable Cloud Solution(s). The State Entity reserves the right to require a specific format, information, and pre-approvals on the Statement of Need Form. At a minimum, the format of the Statement of Need is left to the discretion of the Purchasing Entity or Participating Entity, but forms submitted by entities of the State of Georgia must contain the following:

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a. Current State
b. Desired Scope
c. Business Requirements
d. Technical Requirements
e. Functional Requirements

Upon request, Contractor will assist Purchasing Entities in obtaining cloud service provider contact information and any applicable license agreements, maintenance agreement, or any other documents pertinent to the products and/or services in this Participating Addendum wherever such information and documents have not been made available within the Master Contract. Contractor shall ensure that such agreements and documents contain static terms and that weblinks are not included in the terms of such agreements and documents.

Although certain cloud service provider license agreements, maintenance agreements, and other documents have been included in the Master Agreement, DOAS intends to further negotiate those agreements. Accordingly, DOAS must approve any applicable license agreements, maintenance agreement, or any other documents pertinent to the products and/or services in this Participating Addendum prior to order by a Purchasing Entity that is an entity of the State of Georgia. Contractor is responsible for ensuring that this step takes place and that only agreements approved by DOAS are utilized in conjunction with sales to such Purchasing Entities.

(ii) Proposal

Contractor shall provide the Purchasing Entity with a Proposal addressing the requested Cloud Services. At a minimum, the Proposal will include the following:

a. Price
b. Scope – Statement of Work
c. Conditions, SLAs, Obligations
d. Additional Terms and Conditions
e. Timeframe
f. Exit Process and Cost

(iii) **Orders**

Any order placed by a Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

The State instructs Purchasing Entities within the jurisdiction of this Addendum to include the Participating State Contract Number: 99999-SPD-T20190814-0005 and the Master Agreement Number: AR2476 on all purchase orders issued to Contractor.

Orders will be placed by a Purchasing Entity directly with Contractor or approved sub-Contractor, fulfillment partner, dealer, or reseller. The Purchasing Entity may modify Master Agreement or Participating Addendum terms and conditions relating to Purchasing Entity's specific order through an Order Agreement, which must be signed by both the Purchasing Entity and Contractor. An Order Agreement shall be between the signing Purchasing Entity and the Contractor, and shall not be interpreted to diminish, change, or impact any other Order Agreement entered with a separate Purchasing Entity. An Order Agreement shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement and shall not diminish, change, or impact the rights of

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DOAS with regard to DOAS's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement and Participating Addendum.

The State of Georgia constitution prohibits State entities from pledging the State's credit. Accordingly, entities of the State of Georgia may only be obligated for the amount indicated in a purchase order executed by the state entity. Contractor shall ensure that all sales to entities of the State of Georgia and any supplemental agreements comply with the provisions of the January 6, 2017 memo "Contracting with the Georgia Department of Administrative Services located at http://doas.ga.gov/assets/State%20Purchasing/Stage%203%20Documents/Contracting_With_DOAS.pdf as well as any subsequent revisions to such memo.

Contractor shall ensure that all sub-Contractors providing services under this agreement executes the appropriate e-verify affidavit located at http://www.audits.ga.gov/NALGAD/section_3_affidavits.html

Orders for State Agencies, Departments, Boards, Bureaus, Commissions, Universities, and Schools (collectively "State Entities") shall include the Statement of Need and Statement of Work (accepted Contractor Proposal). It is the responsibility of the Contractor to ensure orders from State Entities include required documents.

For orders greater than $100,000 in the first year or orders involving FISMA (Federal Information Security Management Ac) Moderate or High data, Supplier will provide, for informational purposes only, a copy of the order to a designated DOAS/GTA contact person. The purpose is to assure that organizations are complying with applicable policies, statues, and guidelines.

The State is not liable for any costs incurred by Contractors prior to entering into a formal contract or any order that does not meet the minimum requirements.

(iv) Payment: Payment terms shall be as specified in the Proposal and Invoice.

a. Invoices. Invoices for payments must be submitted by the Contractor to the Purchasing Entity requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the Purchasing Entity, and no action by the Purchasing Entity, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

b. Inspection and Approval. Final inspection and approval of all work required under the contract shall be performed by the designated Purchasing Entity officials. Payments shall not be made until contractual deliverable(s) are received and accepted by the Purchasing Entity.

c. Payment. Purchasing Entity will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the Participating Entity. Payment will be made by the responsible Purchasing Entity. In no event, shall the Purchasing Entity be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

d. Travel Expenses. Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the Contractor. All travel must be approved in advance by the Purchasing

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Entity. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State, available here: https://sao.georgia.gov/state-travel-policy.

e. Responsibility for Taxes: The State of Georgia and its agencies shall not be responsible for, or indemnify a Contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Participating Addendum.

f. Federal Funds. Payments under this Contract may be made from federal funds obtained by the State. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements. Participating entities may include additional contract terms and conditions with their PO's that incorporate language required by federal grant conditions.

13. PROFESSIONAL/TECHNICAL (P/T) SERVICES

Professional/Technical Services **must** be within the scope of services available through the Master Contract. Purchasing Entities may require retainage as specified in their individual Order Agreements or Purchase Orders.

14. OWNERSHIP IN INTELLECTUAL PROPERTY

The parties each recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name or any logo, or intellectual property owned or licensed by the other. Each agree that, without prior written consent of the other or as described in this Contract, it shall not use the name, any logo, or intellectual property owned or licensed by the other.

15. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders, Order Agreements, or purchase orders may be terminated as follows:

(i) Termination for Cause

a. If, for any reasons, or through any cause, the Contractor or Subcontractor fails to fulfill in timely and proper manner his obligations, or if the Contractor or Subcontractor violates any of the covenants, agreements, or stipulations of this Participating Addendum, the Purchasing Entity shall have the right to terminate any outstanding order by giving written notice to the Contractor and Subcontractor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, supplies and other materials shall, at the option of the Participating Entity, become property of the Purchasing Entity and the Contractor/Subcontractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials that are usable to the Purchasing Entity.

(ii) Termination for Convenience

a. A Purchasing Entity may terminate an order at any time by giving written notice of such termination to the Contractor and the Subcontractor and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, supplies and other materials shall, at the option of the Purchasing Entity, become property of the Purchasing Entity and the Contractor/Subcontractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials that are usable to the Purchasing Entity.

(iii) Immediate Termination

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a. A Purchasing Entity may immediately terminate an order pursuant to the terms of Paragraph 16 of this Participating Addendum.

16. TERMINATION OF PARTICIPATING ADDENDUM

The following provisions relating to termination shall be added to Paragraph 7 of the Master Agreement entitled "Termination":

Termination for Non-appropriation: Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Participating Addendum will terminate immediately and absolutely if DOAS or the Purchasing Entity determines that adequate funds are not appropriated or granted or funds are de-appropriated such that DOAS or the Purchasing Entity cannot fulfill its obligations under the Statewide Contract, which determination is at DOAS and/or Purchasing Entity's sole discretion and shall be conclusive. A termination made pursuant to these terms is not a termination for convenience and will not be treated as such.

Immediate Termination DOAS may terminate the Participating Addendum for any one or more of the following reasons effective immediately without advance notice:

a. In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect.

b. DOAS determines that the actions, or failure to act, of the Contractor, its agents, employees, or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.

c. The Contractor fails to comply with confidentiality laws or provisions.

In any termination event, in addition to data transition, Contractor shall allow the Purchasing Entity to transition accounts, licenses, and technical configurations, to a new provider at no additional cost other than those detailed in the original customer agreement. This includes, but is not limited to, third party cloud hosting accounts. Specific data removal and transition information is available and provided by the unique technology partners. This data removal and transition information shall adhere to the contract terms of the Mater Agreement and this Participating Addendum.

Survival: The following provisions shall survive termination or expiration of the Participating Addendum: Section 17 (Indemnification), Section 19 (Security and Data Protection), Section 23 (Arbitration, Indemnification, Damages, Warranties), and Section 24 (Security and Data Protection).

Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of a service level agreement and whose performance and payment time frames extend beyond the duration of this Participating Addendum and/or the Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). To the extent that any agreements extend beyond the duration of this Participating Addendum and/or the Master Agreement, the terms and conditions in this Participating Addendum and the Master Agreement, as well as the terms and conditions of any written service level agreements or purchasing orders, will remain in effect through the time frame in the written agreement, or until the written agreement is terminated. No new leases, maintenance, or other agreements for services may be executed after the Master Agreement has expired or after this Participating Addendum has expired or been terminated. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements shall not be considered "new."

17. INDEMNIFICATION

(i) The Master Agreement's Indemnification (Section 13, subpart a) provision controls. The Master Agreement's Limitation of Liability clause (Section 13, subpart c) is deleted and replaced with the following:

The limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the products or services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the products or services, or parts thereof forming the basis of the Purchasing Entity's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) five million dollars ($5,000,000) per purchase by a Purchasing Entity, whichever is greater, except to the extent resulting from Contractor's recklessness, bad faith, or intentional misconduct.

b. The Purchasing Entity may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Purchasing Entity unless Contractor at the time of the presentation of claim shall demonstrate to the Purchasing Entity's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect, or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others. For purposes of clarity, damages relating to data breach are considered to be direct damages.

d. The limitations of liability will not apply to claims for bodily injury or death as set forth in Section 13 and Section 30 under the Master Agreement, when made applicable under a specific Purchase Order. The limitations of liability shall not apply to damages due to data breach either by Contractor, including those related to any solution or services provided by Contractor.

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State of Georgia or its agencies have agreed to indemnify Contractor or any third parties. Any term or conditions otherwise is null and void.

(ii) **Coordination of Defense.** In connection with indemnification of a Purchasing Entity or DOAS, when a Georgia state entity is a named defendant in any lawsuit, the defense of the Georgia state entity shall be coordinated by the Attorney General of Georgia. The Attorney General of Georgia may, but has no obligation to, authorize Contractor to control the defense and any related settlement negotiations; provided, however, that, in such event, Contractor shall not agree to any settlement of claims against the State of Georgia without first obtaining a concurrence from the Attorney General of Georgia. If the Attorney General of Georgia does not authorize sole control of the defense and settlement negotiations for Contractor, Contractor shall be granted authorization to participate in any proceeding related to this section; provided however notwithstanding anything of the contrarily herein, Contractor shall continue to be obligated to indemnify the participating entity and, to the extent applicable, any and all purchasing entities, in accordance with and to the extent Contractor provides such indemnity under this Master Agreement.

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18. Section 31 of the Master Agreement is amended to include the following provision:

Service Provider Disclaimers of Warranties Invalid. Any term or condition that excludes, disclaims, or limits a Contract Vendor warranty is null and void.

Warranty of Security: Unless otherwise agreed in writing, the Contractor and all Service Providers, including but not limited to sub-contractors, resellers, and partners, will not perform any of the services outside of the United States, and the Contractor will not allow any State of Georgia data to be sent by any medium, transmitted, or accessed outside of the United States.

The Contractor and all Service Providers must notify the Purchasing Entity and the State of Georgia (through the Participating State Contact to this Participating Addendum) as soon as possible or no later than twenty-four (24) hours following discovery of the breach of any unauthorized access of data occurs.

Indemnification (Breach of Warranty of Security): The Contractor agrees to defend, indemnify, and hold harmless the State of Georgia, the Participating Entities, and any officers, directors, or employees of such for any claims, suits, or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period following the breach.

19. SECURITY AND DATA PROTECTION. The Contractor is responsible for the security and protection of the Purchasing Entity's data. The terms, conditions, and provisions of this Security and Data Protection section apply in addition to any terms, conditions and provisions of the Master Agreement related to security and data protection. This Security and Data Protection section survives the completion, termination, expiration, or cancellation of this Purchasing Addendum.

(i) The following terms are added to the Master Agreement at Exhibit 1, Software as a Service:

a. Application Security Audits and Remediation. Contractor will audit, at the application level the security of the systems and processes used to provide any and all Cloud Computing or Hosting Services to the State. This security audit: (1) will be performed at least once every calendar year beginning with the initial year of the Contract; (2) will be performed according to Statement on Standards for Attestation Engagements ("SSAE") 18 Service Organization Control ("SOC") 1 or 2, International Organization for Standardization ("ISO") 27001, or FedRamp; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ('Contractor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Georgia Data Practices Act; and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contractor will provide the State a copy of the current Contract Vendor Audit Report. If the Contractor Audit Report is of or involves a third party's IT environment, the State may be required to execute a non-disclosure agreement with the third party.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Vendor Audit Report in a commercially reasonable timeframe.

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If the State becomes aware of any other Contractor controls that do not substantially meet the State's requirements, the State may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by the State or known by the Contractor, in a commercially reasonable timeframe.

b. Secure Coding. Contractor warrants that all Cloud Services are free from any and all defects in materials, workmanship, and design. Contractor warrants that all Cloud Services are free from any and all viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the Open Web Application Security Project (OWASP) 10.

(ii) Insurance and Liability. Contractor shall maintain the insurance described in the Standard Insurance Requirements section, below.

Notwithstanding any limitation of liabilities in the Participating Addendum, the Contractor shall be liable for damages to the extent such damages are within the insurance limit. For purposes of clarification, the foregoing sentence shall in no way limit the Contractor's liability.

(iii) Subcontractors. Contractor agrees that no State data shall be transmitted, exchanged, or otherwise provided to other parties except as specifically agreed to in writing by the Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under the Participating Addendum that apply to Contractor with respect to such data.

(iv) Compliance with Data Privacy and Security Laws and Standards. In addition to the requirements of the Master Contract, Contractor shall comply with all applicable State and Federal data privacy and data security laws, rules, and regulations, including the following.

Any work performed by Contractor shall comply with relevant requirements of the Participating State's Enterprise Architecture and Georgia Information Technology Standards, if such entity is under the purview of the Georgia Technology Authority. These standards may be found at https://gta.georgia.gov/psg/.

Contractor shall comply with the Health Insurance Portability Accountability Act ("HIPPA"), the HITECH Act, and other similar privacy laws. Contractor also shall comply with the HIPPA Privacy Rule, HIPPA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.

Contractor shall comply with all applicable requirements, restrictions, and conditions set forth in the Criminal Justice Information Services ("CJIS") – Security Policy, Version 5.3 dated 8/4/2014, including, but not limited to, conducting FBI fingerprint background checks on all of Contractor agents, employees, and subcontractors that have or will have access to Criminal Justice information ("CJI").

Contractor acknowledges that for the purposes of this Participating Addendum when storing, processing, transmitting or otherwise accessing State data subject to the Family Educational Rights and Privacy Act ("FERPA"), it is designated as a "school official" with "legitimate educational interest" in the State data and associated metadata, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Contractor shall use Ordering Entity data only for the purpose of fulfilling duties under the Contract and will not monitor or share such data with or disclose it to any third party except as provided for in this

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Participating Addendum, as required by law, or as authorized in writing by the Ordering Entity. By way of illustration and not of limitation, Contractor will not use such data for Contractor's own benefit and, in particular, will not engage in "data mining" of such data or communications, whether through automated or human means, except as necessary to fulfill its duties under this Participating Addendum, or as required by law, or authorized in writing by the Purchasing Entity.

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor").

(v) Business Continuity and Backups. Contractor shall ensure that the State's designated recovery timelines are met. Contractor shall have written business continuity and disaster recovery plans that define roles, responsibilities, and procedures necessary to ensure that Cloud Services provided under this Participating Addendum shall be maintained in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contractor must also participate, at mutually agreed upon times, in State business continuity and disaster recovery testing, training, and exercise activities.

20. PUBLIC RECORDS

The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law. Contractor agrees that this Contract, any related purchase orders, related invoices, related pricing lists, and the Proposal will be public documents, and may be available for distribution. Contractor gives DOAS, the Purchasing Entities, and the State of Georgia express permission to make copies of this Contract, any related purchase orders, related invoices, related pricing lists, and Proposal. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation. DOAS, the Purchasing Entities, and/or the State Georgia will not inform Contractor of any request for a copy of this Contract, including any related purchase orders, related invoices, related pricing lists, or the Proposal.

21. STANDARD INSURANCE REQUIREMENTS

The Contractor shall procure and maintain, until all of its obligations have been discharged (including any warranty periods under the statewide contract have been satisfied), insurance which shall protect the Contractor and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract attached to this solicitation throughout the duration of the statewide contract. The Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions, and endorsements); and an acknowledgment of notice of cancellation to DOAS.

The Contractor is required to maintain the following insurance coverage's during the term of the statewide contract:

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1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require all Sub-Contractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	$100,000;
Bodily injury by disease - per employee	$100,000;
Bodily injury by disease – policy limit	$500,000.

2) Commercial General Liability Policy with the following minimum coverage:
Policy shall include bodily, property damage and broad form contractual liability coverage.

Each Occurrence Limit	$1,000,000
Personal & Advertising Injury Limit	$1,000,000
General Aggregate Limit	$2,000,000
Products/Completed Ops. Aggregate Limit	$2,000,000

3) Automobile Liability
Bodily Injury and Property Damage for any owned, hired or non-owned vehicles used in the performance of the statewide contract

Combined Single Limit	$1,000,000

4) Errors and Omissions Limit $2,000,000
5) Commercial Umbrella Limit $2,000,000.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance (ACORD form or equivalent approved by the State) showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract and remain in effect for the duration of the statewide contract. The foregoing policies shall be obtained from insurance companies authorized to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of an executed Participating Addendum, the Contractor must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the Contract Number: 99999-SPD-T20190814-0005. The Contractor's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

22. INDIVIDUAL CUSTOMER

Each State entity and political subdivision, as a Purchasing Entity, that purchases products/services shall be treated as individual customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision shall be responsible to follow the terms and conditions of the Master Agreement; and they shall have

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the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision shall be responsible for their own charges, fees, and liabilities. Each agency and political subdivision shall have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Purchasing Entity or Purchasing Entity individually.

23. ARBITRATION, INDEMNIFICATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State of Georgia or its agencies have agreed to binding arbitration. Any term or condition that requires the parties to mediate or arbitrate is null and void. Voluntary dispute resolution procedures are valid to the extent allowed by law. Further, the State of Georgia does not agree to pay attorney fees, costs, or late payment charges. Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contractor, Contractor's sub-Contractors, or Contractor's agents. This shall extend to all agreements related to the subject matter of this Participating Addendum, and to all terms subsequently added, without regard to order of preference.

24. STATE OF GEORGIA ePAYABLE/PURCHASING CARD PROGRAM

DOAS administers a program which provides a purchasing card (hereinafter, "State of Georgia PCard") to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. The Contractor agrees to accept payment via ePayables and shall impose no fee on either DOAS or any Purchasing Entity for the use of ePayables pursuant to this Statewide Contract. Payment via ePayables is the preferred method of compensation processing. DOAS has entered into a Contract with its PCard provider, Bank of America, to provide the e-Payables solution which will allow DOAS and Purchasing Entities to facilitate electronic payment by DOAS and Purchasing Entities to the Contractor.

All purchases made by Purchasing Entities' representatives utilizing State of Georgia ePayables shall be exempt from sales tax. It is the responsibility of the Purchasing Entity representative to provide the Purchasing Entity's tax identification number as needed at the point of sale.

The Contractor shall keep the State of Georgia ePayables numbers confidential and shall not disclose the State of Georgia ePayables numbers except as expressly authorized by DOAS. The Contractor represents that State of Georgia ePayables numbers will be processed, transmitted, and stored in compliance with the Payment Card Industry Data Security Standard. The Contractor shall provide immediate written notice to the current DOAS contract administrator in the event of (1) any unauthorized disclosure of State of Georgia ePayables Numbers or (2) Contractor's failure to maintain compliance with the Payment Card Industry Data Security Standard in the Contractor's contract performance. The Contractor agrees to cooperate with DOAS, Purchasing Entities, and DOAS contractual partner(s) for ePayables in resolving any issues or disputes.

25. ADMINISTRATIVE FEE AND SALES REPORTING SUBMISSION

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. DOAS requires each Contractor to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is 2.00 percent (%) for a duration of 1 (one) year. After the initial duration of 1 year, parties will assess the 2% administrative fee amount and determine if a modified administrative fee is justified. All Contractors must agree that the Fee will not be identified separately from the product and/or service pricing offered to Purchasing

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Entities wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded Contractor and remitted to DOAS in accordance with the following paragraphs.

(i) Quarterly Sales Report. The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Contractor Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:

DOAS' Fiscal Quarters	*Months*	*Contractor's Quarterly Sales Report Due Date*	*Contractor's Payment Due Date (In Response to DOAS generated Invoice)*
Quarter 1	*July 1st – September 30th*	*October 20th*	*November 15th*
Quarter 2	*October 1st – December 31st*	*January 20th*	*February 15th*
Quarter 3	*January 1st – March 31st*	*April 20th*	*May 15th*
Quarter 4	*April 1st – June 30th*	*July 20th*	*August 15th*
			30 DAYS FOLLOWING TERMINATION OF SWC

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace, including the Contractor's most up-to-date Invoice Contact Name (Billing Contact), Contractor Billing Address, and Contractor Billing E-Mail. In the event that no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Contractor Portal of Team Georgia Marketplace. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through Electronic Funds Transfer (EFT).

By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Contractor via electronic funds transfer (EFT).

(ii) Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such

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records may be located during normal business hours upon written notice. In the event of a need to apply an audit review, the State will work with Cherry Road Technologies regarding applicable time frames. Audit shall be limited to records in connection with DOAS only. Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses material incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. DOAS shall deliver a copy of its Audit findings to Contractor and Contractor shall have reasonable opportunity to review and dispute such findings. Evidence of criminal conduct will be turned over to the proper authorities.

In no event, shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled and all non-disputed Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

(iii) Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Contractor shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.

(iv) Late Payment Fee. In the event DOAS does not receive the Contractor's payment of the Fees on or before the Contractor's Payment Due Date, the parties agree the Contractor must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

(Administrative Fee Amount Due) x (18%) = X

X / 365 (366 for leap years) = Y

Y x (Number of Days Payment is Late) = Interest Owed

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Contractor makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund or credit the overpayment amount to the Contractor no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Contractor's overpayment of Fees.

26. QUARTERLY BUSINESS REVIEW MEETINGS

The Contractor must participate in Quarterly Business Review ("**QBR**") meetings at DOAS' request. During the QBR meetings, the Contractor will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The QBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by Contractor and DOAS. The QBR meeting may involve, but not be limited to,

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the following: review of the Contractor's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, strategies to grow sales volume, development/monitoring of a Contractor service "scorecard."

27. COMPLIANCE WITH THE LAW

The Contractor, its employees, agents, and sub-Contractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as sub-Contractors or Contractors. The Contractor, its employees, agents, and sub-Contractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and State Entity policies and standards in effect during the performance of the Contract, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract, including any renewals or extensions thereof, not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract. Further, Contractor represents that Contractor complies with and will continue to comply with O.C.G.A. § 21-5-76. The laws of the State of Georgia shall govern this Participating Addendum.

28. CERTIFICATION REGARDING SALES AND USE TAX

By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the DOAS or its representative filing for damages for breach of contract.

29. DRUG-FREE WORKPLACE

The Contractor hereby certifies as follows:

(i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and

(ii) If Contractor has more than one employee, including, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and

(iii) Contractor will secure from any sub-Contractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Sub-Contractor's Name) certifies to the Contractor that a drug-free workplace will be provided for the sub-Contractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

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(i) Contractor has made false certification here in above; or

(ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

30. ASSIGNMENT

Neither Party may, nor will it have the power to, assign or novate this Participating Addendum with the consent of the other.

31. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

32. AGREEMENT

This Participating Addendum together with its exhibits and/or amendments and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum together with its exhibits and/or amendments and the Master Agreement, together with its exhibits and/or amendment shall not be added to or incorporated into this Participating Addendum together with its exhibits and/or amendments or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise (except as required by Purchasing Entities in order to utilize specific funds for a procurement), and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

By signing below, Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2476 at prices equal to or lower than the prices on the contract.

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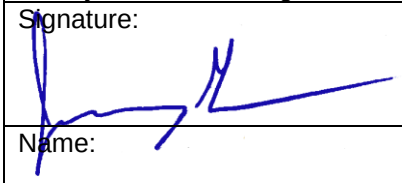
IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Contractor:	Participating Entity:
CherryRoad Technologies Inc.	Georgia Department of Administrative Services
Signature: 	Signature:
Name: Jeremy Gulban	Name: Lisa Eason
Title: Chief Executive Officer	Title: Deputy Commissioner, State Purchasing Division
Date: 09/09/2021	Date: