

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Citizen Engagement Platforms
Administered by the State of Utah (hereinafter "Lead State")

NASPO MASTER AGREEMENT

Master Agreement No: AR3757

INDIGOV CORPORATION

(hereinafter "Contractor")

And

Commonwealth of Kentucky

Commonwealth Office of Technology (COT)

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

Commonwealth Master Agreement No: MA 758 2200000575

Master Agreement Terms and Conditions:

1. **Scope:** This Participating Addendum covers *Citizen Engagement Platforms* led by the State of *Utah* for use by state agencies and other entities located in the Participating State (or State Entity) authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

a. The following products or services are included within scope:

- Category 1 – Platform Management
- Category 4 – Customer Engagement
- Value Add Items

See NASPO website for all available services and pricing schedule

<https://www.naspovaluepoint.org/portfolio/citizen-engagement-platforms/indigov/>

The Commonwealth of Kentucky, Commonwealth Office of Technology (COT) is entering into this PA on behalf of all Commonwealth Executive Branch agencies. Indigov Corporation will provide each using agency with a separate Quote/Statement of Work for each engagement. Pricing shall be based on the NASPO Pricing Schedule (See Attachment X) and payment shall be NET30 after receipt of invoice. All Quotes/Statement of Works must include the Commonwealth contract number. All quotes for software licenses must also include a Coverage Term to include an Effective Date and End Date.

b. The term of the contract shall begin on the last date of contract execution through September 14, 2026, with annual renewal options not to exceed the final NASPO expiration date of September 14, 2028.

2. **Authorized Participating Entities.** The Commonwealth Office of Technology (COT), on

behalf of all state agencies, shall be permitted to use this PA. Each using agency's Quote/Statement of Work shall be reviewed and approved by COT and added to the Commonwealth Master Agreement as a commodity line.

3. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the Commonwealth of Kentucky. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	INDIGOV CORPORATION/ Steve Gilleland
Address:	80 M St. SE Ste 02-187, Washington, District of Columbia 20003
Telephone:	(614) 325-9754
Fax:	
Email:	steve@indigov.com

Participating Entity

Name:	Commonwealth of Kentucky/Susan S. Noland
Address:	200 Mero Street, 5 th floor, Frankfort, KY 40622
Telephone:	(502) 564-5951
Fax:	
Email:	Susan.Noland@ky.gov

5. **PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**
These modifications or additions apply only to actions and relationships within the Participating Entity.
Participating Entity must check one of the boxes below.

[X_] The following changes are modifying or supplementing the Master Agreement terms and conditions and control over conflicting or different terms in the Master Agreement terms and conditions.

6. **Governing Law.** This Participating Addendum shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

Commonwealth of Kentucky Laws, Policies and Procedures

<https://finance.ky.gov/eProcurement/Pages/procurement-laws-regulations-and-policies.aspx>

7. **No Fees for Processing Credit Card Payments.** The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase.
8. **Compliance with Commonwealth Office of Technology (COT) Policies and Standards.** The Contractor and any subcontractors shall be required to adhere to applicable Commonwealth policies and standards. technology.ky.gov

9. **Duty to Cooperate Regarding Data Breach Investigations and Notifications.** Contractor shall take appropriate actions to allow the Commonwealth to timely fulfill its data breach investigation and notification requirements under KRS 61.931 to KRS 61.934 for any Participating Entity data possessed, controlled, or accessed by the Contractor.

10. **Subcontractors:** All contactors, dealers, and resellers authorized in the Commonwealth of Kentucky, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

11. **Orders:** Any order placed by a Participating Entity or 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 Commonwealth's Master Agreement Number MA 758 2200000575 and the NASPO Master Agreement Number AR3757 must be included on every Quote/Statement of Work and Invoice under this Participating Addendum.**

12. **Intellectual Property Rights:** Notwithstanding anything to the contrary (including in the Master Agreement terms and conditions), the following provisions shall govern all rights, title, and interest in and to deliverables and other items provided by Contractor, including Contractor's software and services, (collectively, the "**Contractor Software**") provided by Contractor pursuant to this Participating Addendum and the Master Agreement:

- A. **Non-Exclusive Rights in the Contractor Software:** Contractor, under its intellectual property rights, hereby grants to Participating Entity during the term of this Participating Addendum, a limited, non-exclusive, non-transferrable, and non-sublicensable subscription license to access and use the Contractor Software solely for Participating Entity's internal purposes; provided that: (i) Participating Entity's access shall be limited to cloud-based access to an instance of the Contractor Software that resides in object code form on servers controlled by Contractor and that Contractor makes available to Participating Entity; (ii) access shall be via a browser approved by Contractor; and (iii) the Contractor Software shall in all respects be the current version generally made available by Contractor to all end users.
- B. **Restrictions:** Participating Entity agrees that it shall not: (i) sell, rent, lease, sublicense, transfer, modify, create derivative works of, or redistribute the Contractor Software; (ii) except as expressly permitted pursuant to Section 11.A (Non-Exclusive Right in the Contractor Software), otherwise use or exploit the Contractor Software; (iii) alter or remove any copyright, patent, trademark, or other protective notices included with the Contractor Software; (iv) reverse engineer, decompile, or disassemble the Contractor Software or otherwise attempt to derive any related source code; or (v) allow any party other than Authorized Users to access or otherwise use the Contractor Software (with or without Access Credentials). The term "**Authorized User**" means any of Participating Entity's employees, and representatives, to whom Access Credentials have been provided.
- C. **Access Credentials:** The term "**Access Credentials**" means any user name, password, security key, or other credential used to verify an individual's identity and authorization to access and use the Contractor Software, including, by way of limited example, single

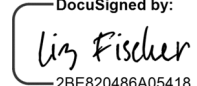
sign-on (SSO) data and certificates. Contractor relies on Access Credentials to verify Authorized Users' identity in order to provide them with access to the Contractor Software. Accordingly, Participating Entity agrees, and shall cause each Authorized User to agree, that: (i) Access Credentials shall not be shared with any party other than the specific individual Authorized User for whom such credentials were issued; (ii) immediately notify Contractor and the Participating Entity if the security, confidentiality, or integrity of Authorized Users' Access Credentials have been compromised; and (iii) Participating Entity and each Authorized User are: (a) solely responsible for maintaining the confidentiality of the Access Credentials; and (b) as between Contractor and Participating Entity, Participating Entity is solely liable for any and all use of the Contractor Software that occurs as a result of access to it via the Access Credentials of Authorized Users. Contractor shall be responsible for distributing Access Credentials to Authorized Users.

- D. Third Party Materials: The Contractor Software may incorporate, embed, or be bundled with software or components that are owned by third parties, including software or components that are subject to terms and conditions of third party licenses (collectively, the "**Third Party Materials**"). Participating Entity's use of Third Party Materials, if any, is governed by the terms and conditions contained in the applicable third party's license Participating Addendum or other applicable Participating Addendum, a copy of which shall be provided upon Participating Entity's request.
- E. Monitoring; Analytics: Participating Entity agrees that Contractor may monitor and audit Participating Entity's use of the Contractor Software to confirm Participating Entity's compliance with this Participating Addendum and for Contractor's other business purposes, including analyzing and improving the Contractor Software, which should cease when Participating Entity ceases all uses of the Contractor Software. Contractor shall be entitled to collect, generate from any dataset or source (including Participating Entity data provided pursuant to the Master Agreement), compile, analyze, and otherwise use: (a) statistical data related to Participating Entity's use of the Contractor Software; and (b) other data that qualifies as De-Identified Data (collectively, the "**Contractor Analytics**") for any and all purposes and for as long as Contractor sees fit.
- F. Ownership: Other than those rights expressly granted to Participating Entity under this Participating Addendum, Contractor, its subcontractors, its service providers, and its licensors (as the case may be), retain all right, title, and interest in and to: (i) the Contractor Software and its components, including all intellectual property rights embodied therein; (ii) Contractor Confidential Information; and (iii) any modifications, enhancements, updates, and other improvements thereto. Participating Entity shall not acquire any rights in the Contractor Software or other Contractor Confidential Information by implication, course of conduct, or other means, apart from the express grant of rights provided in this Participating Addendum (or, by way of clarification, the Master Agreement). The Contractor Software is licensed or made available under a subscription license to Participating Entity, and not sold.
- G. No Implied Rights: Nothing in this Participating Addendum shall be construed as granting Participating Entity any rights other than those expressly provided herein. Any rights granted to Participating Entity under this Participating Addendum must be expressly provided herein, and there shall be no implied rights pursuant to this Participating Addendum, based on any course of conduct or other construction or interpretation thereof. All rights and licenses not expressly granted to Participating Entity herein are expressly reserved by Contractor.

13. Contractor shall provide reasonable mutually agreed upon transition services, to move copies of all Agency Data (as defined below) to the Commonwealth Data Center, if required by the Commonwealth upon termination or expiration of this Participating Addendum or the Master Agreement, which may include:.

- a. Contractor providing copies of all data related to the Services provided to Participating Entity by the Contractor pursuant to this Participating Addendum that are not otherwise a part of the Contractor Software ("Agency Data") in a useable standard data format (such as ascii, csv, etc.) that can be converted to a subsequent system. Contractor shall reasonably cooperate to this end with the Participating Entity and/or a vendor of the Participating Entity's choice, in a timely and efficient manner.
- b. Contractor providing certification of the complete and permanent deletion of Agency Data from Contractor's systems.
- c. Notwithstanding anything to the contrary, upon termination or expiration of this Participating Addendum or the Master Agreement, Contractor shall be entitled to retain (a) a copy of the Agency Data to the extent required for legal compliance, and (b) copies to the extent the same resides on backup servers (any copies retained for such purposes shall continue to be subject to terms of this Participating Addendum and the Master Agreement).

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

Participating Entity: Commonwealth of Kentucky, Commonwealth Office of Technology (COT)	Contractor: INDIGOV Corporation
Signature: 	Signature:  2BE820486A05418...
Name: Jim Barnhart	Name: Liz Fischer
Title: Deputy CIO	Title: Chief Revenue officer
Date: 6-3-22	Date: 6/3/2022

[Additional signatures may be added if required by the Participating Entity]

Participating State: Commonwealth of Kentucky Office of Procurement Services (OPS)
BY:  108D2A328E594E8

Name:	Joan Graham
Title:	Executive Director
Date:	6/3/2022

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at ccc@naspovaluepoint.org.

*Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in
appropriate data bases.*