NASPO ValuePoint
PARTICIPATING ADDENDUM

SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA

Master Agreement #:	CTR060028
Contractor:	SHI International Corp
Participating Entity:	**STATE OF MISSISSIPPI**

This Participating Addendum is entered into by and between SHI International Corp and the Mississippi Department of Information Technology Services (hereinafter referred to as "ITS" or "Participating Entity"), as contracting agent for the governmental agencies, educational institutions, and governing authorities of the State of Mississippi (hereinafter referred to as "Purchaser" or "Purchasing Entity"). ITS and Purchaser are sometimes collectively referred to herein as "State". Contractor and Participating Entity are hereinafter collectively referred to herein as "Parties".

Scope and Participation:

1. Scope:

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. **[Note: State entities purchasing software from this Participating Addendum must comply with the Instructions for Use Memorandum published on the ITS website.]**

3. Term:

☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Raegan Harris
Address:	290 Davidson Avenue, Somerset, New Jersey 08873
Telephone:	205-522-6749
Fax:	
Email:	Raegan_Harris@shi.com

PARTICIPATING ENTITY:

Name:	David C. Johnson
Address:	3771 Eastwood Drive, Jackson, Mississippi 39211
Telephone:	601-432-8000
Fax:	601-713-6380
Email:	projects@its.ms.gov

Participating Entity Modifications and Additions to the Master Agreement

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself. These terms take precedence over all other parts (whether such other parts are specifically mentioned herein or not) of the Master Agreement entered into by and between the Lead State and Contractor.

5. **Timely Payments for Purchases by Public Bodies.** Any references to the payment of invoices and the imposition of late fees or interest within a specified time frame less than that allowed to a state agency for payment of invoices under the Mississippi statutes (Section 31-7-1 et seq., of the Mississippi Code and other relevant statutes) are hereby deleted. Contractor shall submit invoices with the appropriate documentation to Purchaser as services are rendered. Contractor shall submit invoices and supporting documentation electronically during the term of the contract using the processes and procedures identified by Purchaser. Purchaser agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed

amounts by Purchaser within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice.

6. Penalties for Late Payments. If payment of undisputed amounts is not made to Contractor within forty-five (45) days of Purchasers' receipt of the invoice, Purchaser shall be liable to Contractor for interest at a rate of one and one-half percent (1 ½ %) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized.

7. Warranties. Any provisions disclaiming implied warranties shall be null and void. See Section 11-7-18 and Section 75-2-719(4) of the Mississippi Code. The Contractor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose. Any references to Participating Entity limiting or waiving any common law warranty are deleted. Further, Participating Entity does not make any warranty.

8. Delivery, Risk of Loss, Installation and Acceptance.

a. Contractor shall deliver the Products to the location specified by Purchaser and pursuant to the delivery schedule set forth by Purchaser.
b. Contractor shall assume and shall bear the entire risk of loss and damage to the Products from any cause whatsoever while in transit and at all times throughout its possession thereof. Risk of loss to the Products will pass to Purchaser upon delivery.
c. If installation by the Contractor is required, Contractor shall be responsible for installing all Products and materials in accordance with all state, federal and industry standards for such items. Further, Contractor acknowledges that installation shall be accomplished with minimal interruption of Purchaser's normal day to day operations.
d. If installation by Contractor is required, Contractor shall provide Purchaser with an installation schedule identifying the date, time and location within the scheduling deadlines agreed to by the parties. Contractor warrants that all Products shall be properly delivered, installed and integrated, if necessary, for acceptance testing within the scheduling deadlines set forth by Purchaser as the site is deemed ready for installation.
e. Contractor shall be responsible for replacing, restoring or bringing to at least original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, and the like caused by its personnel and operations during the installation, subject to final approval of Purchaser. The repairs will be done only by technicians skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality.
f. Unless a different acceptance period is agreed upon by the Purchaser and Contractor and specified in the supplement/purchase order, Purchaser shall have a ten (10) working day testing period during which time Purchaser shall have the opportunity to evaluate and test the Products to confirm that it performs without defects. Purchaser may be deemed to have accepted the Product at the end of the ten (10) working day testing period, unless Purchaser notifies Contractor that the product fails to perform as stated herein.

g. In the event the Product fails to perform as stated above, Purchaser shall notify Contractor. Unless a different period of time is agreed upon by the Contractor and Purchaser and specified in the supplement/purchase order, Contractor shall, within four (4) working days, correct the defects identified by Purchaser or replace the defective Product. If Contractor neither corrects the defect nor replaces the defective product, Purchaser reserves the right to return the Product to Contractor at the Contractor's expense; and to cancel the purchase order.
h. Upon receipt of a corrected or replaced Product, Purchaser shall have another acceptance period as set forth in Article 8(f) herein, in which to reevaluate/retest such Product.
i. If, after Contractor has tendered to Purchaser Contractor's attempt to correct the Product, Purchaser again determines the Product to have a defect, Purchaser may take such actions as it deems appropriate, including but not limited to, either (i) notifying Contractor that it has elected to keep the Product despite such defects; (ii) returning the Product to Contractor and providing Contractor with an opportunity to deliver a substitute Product acceptable to Purchaser within the time period specified by Purchaser, or (iii) returning the Product to Contractor at Contractor's expense and canceling the purchase order. Purchaser may also pursue any remedy available to it in law or in equity.

9. Mandatory Reports. Contractor agrees to provide detailed quarterly utilization reports reflecting net sales to the State during the term of the Participating Addendum. The reports will show the quantities and dollar volume of purchases by Purchasing Entity. Contractors shall submit to ITS the following quarterly reports:

a. Reports shall contain at a minimum the following information:
    i. Department/Agency Name
    ii. Customer type (State Agency, Local Government, Education K-12, Public University, etc.)
    iii. PO Date (Order Date)
    iv. PO Number
    v. Product Description
    vi. Manufacturer (Publisher)
    vii. Quantity
    viii. Total Price
b. Report modifications: contractor shall agree that ITS reserves the right to modify the format and information in the quarterly reports by providing the contractors thirty (30) calendar days written notice.
c. Reports should be submitted electronically to eplteam@its.ms.gov.

10. Administrative Fees. Contractor shall pay to ITS an Administrative Fee of one percent (1%) on the purchase price for all net sales to the State. The Administrative Fee must be rolled into Contractor's current pricing, added to the maximum markup of costs shown in the Master Agreement Price Sheet, and not be shown as a separate line item on any invoice. ITS will invoice Contractor quarterly based on Contractor's sales to the State reported by Contractor per Item 9 herein and Contractor shall remit payment within forty-five (45) days. Contractor's failure to accurately and timely report total net sales, to submit usage reports, or remit payment of the Administrative Fee may be cause for suspension or termination of the Participating Addendum or the exercise of any other remedies as provided by law.

11. Volume Licensing Agreements. Contractor will fulfill the requirements of authorized reseller for administering statewide volume license agreements for Adobe software under the terms of the Adobe CLP Agreements for Government and Education and for IBM Lotus software under the terms of the IBM Lotus International Passport Advantage Agreements (Mississippi Government Number 33882 and Mississippi Education Entities Number 01162). Additional volume license agreements which also require an authorized reseller to administer may be added to this Participating Addendum by mutually agreed upon amendment.

The Parties acknowledge that the Purchaser's rights in Software, including SaaS, purchased pursuant to the PA, which is not otherwise subject to a volume license agreement referenced in the PA, may be subject to additional terms by the Publisher, such as a standard end user license agreement. In such cases, a copy of the terms will be provided to the Purchaser along with Contractor's quote. Purchaser is responsible for ensuring that any end user license agreement or terms are in accordance with the terms and conditions of the PA and in accordance with the applicable laws and requirements related to the specific purchase.

12. Consideration and Method of Payment. Contractor shall submit an invoice for the cost and Purchaser shall certify that the billing is true and correct. Services will be invoiced as they are rendered. Contractor shall submit invoices and supporting documentation to Purchaser electronically during the term of this Participating Addendum using the processes and procedures identified by the State. Purchaser agrees to pay Contractor in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that Purchaser is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective Products or incomplete work, and the Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement".

13. Warranties

a. Contractor represents and warrants that Contractor has the right to resell the software provided under this Participating Addendum.
b. Contractor represents and warrants that it has and will obtain and pass through to Purchaser any and all warranties obtained or available from the licensor of software or the manufacturer of the equipment.
c. If the software does not function accordingly, Contractor shall, at no cost to Purchaser, replace the software or refund the fees paid for the software and for any services that directly relate to the defective software.
d. Contractor agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Purchaser's use of the software and/or which would restrict Purchaser from accessing its data files or in any way interfere with the transaction of Purchaser's business. For any breach of this warranty, Contractor at its expense shall,

within five (5) working days after receipt of notification of the breach, deliver Products to Purchaser that are free of such disabling code, lockup program or device.

e. Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Participating Addendum. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Purchaser, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Purchaser the fees paid to Contractor for the unsatisfactory services.

14. Authority, Assignment and Subcontracts

a. In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for this project. The Purchaser is required to negotiate only with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.
b. Professional services do not require pre-approval from the State, which may be performed using subcontractors or software publisher resources. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. Professional Services include but are not limited to consulting, extended warranty service by manufacturers, or other services as described generally in this Agreement as more particular described in a Statement of Work or SOW performed by the Contractor or its subcontractor or sold by the Contractor as a distributor or sales agent or its subcontractors.
c. Neither party may assign or otherwise transfer this Participating Addendum or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Participating Addendum shall be binding upon the parties' respective successors and assigns.
d. Contractor must obtain the written approval of Purchaser before subcontracting any portion of this Participating Addendum. No such approval by Purchaser of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Purchaser in addition to the total fixed price agreed upon in this Participating Addendum. All subcontracts shall incorporate the terms of this Participating Addendum and shall be subject to the terms and conditions of this Participating Addendum and to any conditions of approval that Purchaser may deem necessary.
e. Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Purchaser, and that the subcontractor acknowledges that no privity of contract exists between the Purchaser and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure

to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

f. All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the Purchaser, where such dispute affects the subcontract.

15. Availability of Funds. It is expressly understood and agreed that the obligation of Purchaser to proceed under this Participating Addendum is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Participating Addendum. If the funds anticipated for the fulfillment of this Participating Addendum are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Purchaser for the payments or performance due under this Participating Addendum, Purchaser shall have the right to immediately terminate this Participating Addendum, without damage, penalty, cost or expense to Purchaser of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Purchaser shall have the sole right to determine whether funds are available for the payments or performances due under this Participating Addendum. In the event of termination, Contractor shall be paid for services rendered by Contractor in connection with this Participating Addendum as of the effective date of termination.

16. Termination

a. Notwithstanding any other provision of this Participating Addendum to the contrary, this Participating Addendum may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Participating Addendum, the non-defaulting party may terminate the Participating Addendum upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) Purchaser may terminate the Participating Addendum in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Purchaser may terminate the Participating Addendum without the assessment of any penalties for any reason after giving thirty (30) days written notice specifying the effective date thereof to Contractor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

b. Purchaser has the option, without assessment of any penalties, of terminating all or part the services upon a thirty (30) day notice to Contractor. Upon termination, Contractor shall refund any and all applicable unexpended prorated annual service fees previously paid by the Purchaser.

17. Governing Law. This Participating Addendum shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall Purchaser or ITS be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Participating Addendum shall affect any statutory rights Purchaser may have that cannot be waived or limited by contract.

18. Third Party Action Notification: Contractor shall, unless otherwise restricted by applicable law, court order, or obligation of confidentiality, notify ITS in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or State by any entity that may result in litigation related in any way to this Participating Addendum and/or which may affect the Contractor's performance under this Participating Addendum. Failure of the Contractor to provide such written notice to ITS shall be considered a material breach of this Participating Addendum and the Purchaser may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

19. Disputes. Any dispute concerning a question of fact under this Participating Addendum which is not disposed of by agreement of the Contractor and Purchaser shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Participating Addendum or Master Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

20. Compliance with Laws

a. Contractor shall comply with, and all activities under this Participating Addendum shall be subject to, all Purchaser policies and procedures communicated to Contractor in writing, and all applicable federal, state and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this Participating Addendum because of race, creed, color, sex, age, national origin, or disability. Further, if applicable, Contractor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.
b. Contractor represents and warrants that, to the extent applicable, it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Contractor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

21. Conflicts of Interest: Contractor represents and warrants that no official or employee of the State of Mississippi or of Participating Entity and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Participating Addendum. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Participating Addendum, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Participating Addendum. The

Contractor also warrants that in the performance of the Participating Addendum no person having any such known interests shall be employed. Further, the Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from the Participating Addendum. No individual employed by the State of Mississippi shall be admitted to any share or part of the Participating Addendum or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Participating Addendum if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing the Participating Addendum or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event the Participating Addendum is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

22. Sovereign Immunity. By entering into this Participating Addendum with Contractor, the Participating Entity does in no way waive its sovereign immunities or defenses as provided by law, and any references limiting Participating Entities' remedies are hereby deleted.

23. Confidential Information

a. Contractor shall treat all Purchaser data and information to which it has access by its performance under this Participating Addendum as confidential and shall not disclose such data or information to a third party without specific written consent of Purchaser. In the event that Contractor receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Purchaser and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules, and regulations. This Article shall survive the termination or completion of this Participating Addendum, shall continue in full force and effect, and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this Participating Addendum on behalf of or under the rights of the Contractor following any termination or completion of this Participating Addendum.
b. With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Participating Addendum, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.
c. The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the

services provided; the price to be paid; and the term of this Participating Addendum shall not be deemed confidential information.

24. Ownership of Documents and Work Products. All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Participating Addendum, whether completed or in progress, shall be the property of Purchaser upon completion of this Participating Addendum or upon termination of this Participating Addendum. Purchaser hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Participating Addendum. Contractor is prohibited from use of the above-described information and/or materials without the express written approval of Purchaser.

25. Survival: All articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Participating Addendum.

26. Compliance with Enterprise Security Policy. Contractor and Purchaser understand and agree that all products and services provided by Contractor under this Participating Addendum must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The Purchaser is responsible for confirming product and service compliance prior to submitting an order to Contractor. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Participating Addendum and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

27. Compliance with Enterprise Cloud and Offsite Hosting Security. If applicable, Contractor and Purchaser understand and agree that all products and services provided by the Contractor under this Participating Addendum must be and remain in compliance with the State of Mississippi's Enterprise Cloud and Offsite Hosting Security Policy. The Purchaser is responsible for confirming product and service compliance prior to submitting an order to Contractor. The parties understand and agree that the State's Enterprise Cloud and Offsite Hosting Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution and augments the Enterprise Security Policy. The State reserves the right to introduce a new policy during the term of this Participating Addendum and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

28. Statutory Authority. By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Purchaser's or Contractor's contractual obligations, financial or otherwise, contained within this Participating Addendum. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Purchaser's funding source. Notwithstanding the above, the parties understand and agree that where ITS itself acts as a Purchasing Entity it is responsible for its actions or inactions under this Participating Addendum.

29. Transparency. In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Participating Addendum and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: https://www.transparency.ms.gov.

30. No Guarantee of Amount to be Purchased. There is no guarantee that a minimum amount of goods or services will be purchased under the Participating Addendum. Any estimated quantities are for solicitation purposes only and are not to be construed as a guarantee.

31. Statute of Limitations. Any references to a statute of limitations running against Participating Entity are hereby deleted. See Section 104 of the Mississippi Constitution and Section 15-1-51 of the Mississippi Code of 1972, as amended.

32. Mississippi Employment Protection Act. If applicable, Contractor represents that it will to the extent applicable, ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq. and any breach of Mississippi Employment Protection Act may subject Seller to the consequences set forth under Miss. Code Ann § 71-11-3.

33. Taxes. The Contractor is liable for all taxes. Sections 27-65-1, et seq., and 27-67-1, et seq., of the Mississippi Code exempt ITS and other State institutions from State sales and use taxes. Likewise Participating Entity will not pay excise or personal property taxes and if the Contractor is liable for these they should be taken into consideration in formulating the pricing of bids. It is the Contractor's responsibility to contact local taxing authorities in the state and county where equipment will be located to determine possible taxing liabilities in connection therewith.

34. Limiting Liability. Contractor's liability shall not exceed the greater of One Million Dollars ($1,000,000.00) or three times (3x) the total purchase price under this Agreement, including amendments and change orders. In no event will Contractor be liable to State for special, indirect, consequential, or incidental damages including lost profits, lost savings or lost revenues of any kind unless Contractor was advised of the possibility of such loss or damage or unless such loss or damage could have been reasonably foreseen. Excluded from this or any liability limitation are claims related to fraud, bad faith, infringement issues, bodily injury, death, physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of Contractor. The language contained herein tending to limit the liability of the Contractor will apply to State to the extent it is permitted and not prohibited by the laws or constitution of Mississippi.

35. No Liquidated Damages or Termination Fees. Any references to Participating Entity paying liquidated damages or any amounts other than the cost of the products or services being provided by Contractor to Participating Entity are hereby deleted. Likewise, any requirement that

Participating Entity pay any sort of early termination fee is also deleted. Participating Entity does not pay liquidated damages and termination fees.

36. No Exclusivity. Any references to granting the Contractor exclusivity are hereby deleted. Participating Entity complies with applicable state laws regarding public purchases.

37. Right to Trial by Jury. Any references to mediation or to binding arbitration or to Participating Entity waiving its rights to a trial by jury are hereby deleted.

38. Attorney's Fees and Costs. Any reference to attorney's fees or court costs to be paid by Participating Entity is deleted.

39. Indemnification and Holding Harmless. Any references to Participating Entity indemnifying or holding harmless the Contractor are deleted. Participating Entity does not agree to defend or indemnify any contractor.

40. Litigation Control. Any provision giving Contractor exclusive control over litigation is deleted. Participating Entity does not agree that Contractor may represent, prosecute or defend legal actions in its name.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES, ON BEHALF OF THE GOVERNMENTAL AGENCIES, EDUCATIONAL INSTITUTIONS, AND GOVERNING AUTHORITIES OF THE STATE OF MISSISSIPPI	**SHI INTERNATIONAL CORP**
Signature: David C Johnson David C Johnson (Nov 6, 2023 16:17 CST)	Signature: DocuSigned by: Kristina Mann EA418E789E09404
Name: David C. Johnson	Name: Kristina Mann
Title: Executive Director	Title: Sr. Manager - Contracts, Legal
Date: 11/06/2023	Date: 11/3/2023