

PARTICIPATING ADDENDUM

eProcurement Solutions and Services
Led by the **State of Maine**



Master Agreement #: MA 18P 23081100000000000020

Contractor: IVALUA, INC.

Participating Entity: STATE OF North Dakota (ND)

This Participating Addendum (Contract) is entered into by Contractor (CONTRACTOR) and Participating Entity (STATE) (collectively, the "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.

CONTRACTOR, in exchange for the compensation paid by STATE under this Contract, shall provide the Ivalua eProcurement Solution and ongoing maintenance/support as allowed under the Master Agreement Category 1: Full Solution.

Notwithstanding the above classification of the Ivalua eProcurement Solution as Category 1 (Full Solution) under the Ivalua NASPO Master Agreement, the Parties hereby agree that KMPG, LLP (KPMG) is solely responsible for the implementation of the Ivalua eProcurement Solution via a separate professional services engagement under their own Master Agreement # MA 18P 23091500000000000034 (KPMG Agreement). Parties also agree that the Ivalua subscription pricing provided hereunder does not include professional services implementation services provided by KPMG. The solution version as implemented by KPMG will be supported by CONTRACTOR under this Contract in accordance and subject to the terms and conditions in Exhibit A.

Any implementation completed by state agencies, NDUS, and other government agencies shall be made available to STATE for full system usage (as long as it within the same production environment). Additionally, any system configurations/changes/enhancements completed in the SaaS will be supported by CONTRACTOR throughout the life of this Contract at no additional cost to STATE.

☐ 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 Maine and Contractor for eProcurement Solutions and Services. State agencies, entities under the North Dakota University System (NDUS), and other government entities will have the ability to customize, configure, or purchase workstreams under the resulting STATE Participating Addendum pursuant to North Dakota Century Code (NDCC) sections 54-44.4-13. Any Statements of Work requested by entities under this section must be approved by the Office of Management and Budget, State Procurement Office.

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.

Renegotiation Option - Because it is unknown how long the solution and services will be used by STATE and ongoing maintenance and support are required for as long as the system is operational STATE and CONTRACTOR may renegotiate this Contract. After completion of the Initial Term, renewals, and extensions, STATE and CONTRACTOR may renegotiate the pricing and Term of this Contract. New pricing and Term shall be mutually agreed upon by the Parties and executed in writing.

If, during the Initial Term, any renewal, or extension STATE determines a realignment of the Term is needed (e.g., to align with STATE's fiscal biennium, SaaS period), the Parties may mutually agree, in writing, to a new Term with a termination date not to exceed the total available length of Contract including its Initial Term, renewals, and extensions.

☐ 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:	Michael Arthur
Address:	N/A
Telephone:	202.701.4300
Email:	mia@ivalua.com

PARTICIPATING ENTITY:

Name:	Tricia Opp
Address:	600 East Boulevard Ave, Dept 012, Bismarck, ND 58505
Telephone:	701.328.1721
Email:	Topp@nd.gov

Participating Entity Modifications and Additions to the Master Agreement

PARTICIPATING ADDENDUM

eProcurement Solutions and Services
Led by the **State of Maine**



☐ 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 listed in Exhibit A.** 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.

5. Lease Agreements: **"Reserved"**.

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing 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 the order.

NASPO ValuePoint
PARTICIPATING ADDENDUM

eProcurement Solutions and Services
Led by the **State of Maine**



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

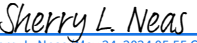
CONTRACTOR

Signature:  Suman Raju (May 23, 2024 17:34 EDT)
Name: Suman Raju
Title: CFO
Date: 05/23/2024

PARTICIPATING ENTITY- STATE OF ND, ACTING THROUGH ITS

OFFICE OF MANAGEMENT AND BUDGET,
STATE PROCUREMENT OFFICE

INFORMATION TECHNOLOGY
DEPARTMENT

Signature:  Sherry L. Neas (May 24, 2024 05:55 CDT)	Signature: 
Name: Sherry L. Neas	Name: Greg Hoffman
Title: Director Shared Services Division	Title: Deputy CIO
Date: 05/24/2024	Date: 05/23/2024

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

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.



**EXHIBIT A – PARTICIPATING ENTITY MODIFICATIONS AND ADDITIONS TO THE
MASTER AGREEMENT**

IVALUA EXHIBIT A – PARTICIPATING ENTITY (STATE) MODIFICATIONS AND ADDITIONS TO THE MASTER AGREEMENT

1. DEFINITIONS

This item supplements Master Agreement Attachment A, item I Definitions

- a) **Control Environment** - is the set of standards, processes, and structures that provide the basis for carrying out internal control across the organization.
- b) **Personally Identifiable Information (PII)** - information about an individual maintained by an agency, including that 1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- c) **Software as a Service (SaaS)**. Any software or infrastructure hosted outside the State of North Dakota's environment, including the Cloud Service.

The defined terms under Exhibit A-3 are hereby also incorporated by reference.

2. COMPENSATION-PAYMENTS

This item amends Master Agreement Attachment A, item 6.2 Payments

a. **Contractual Amount**

STATE shall pay for the accepted services provided by CONTRACTOR under this Contract an amount not to exceed \$3,664,862.00 (Contractual Amount). The Contractual Amount shall be paid according to the Compensation Details document attached as Exhibit A-2.

The Contractual Amount is firm for the duration of this Contract and constitutes the entire compensation due CONTRACTOR for performance of its obligations under this Contract regardless of the difficulty, materials or equipment required, including fees, licenses, overhead, profit and all other direct and indirect costs or expenses incurred by CONTRACTOR except as provided by an amendment to this Contract.

b. **Payment**

Payment made in accordance with this Compensation section shall constitute payment in full for the SaaS Product provided under this Contract and CONTRACTOR shall not receive any additional compensation hereunder.

STATE shall make payment under this Contract within forty-five (45) calendar days after receipt of an approved invoice. Subscription payments are charged annually in advance.

Payment of an invoice by STATE will not prejudice STATE's right to object to or question that or any other invoice or matter in relation thereto. CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by STATE not to constitute allowable costs, on the basis of audits conducted in accordance with the terms of this Contract. At STATE's sole discretion, all payments shall be subject to reduction for amounts equal to prior overpayments to CONTRACTOR.

For any amounts that are or will become due and payable to STATE by CONTRACTOR, STATE reserves the right to deduct the amount owed from payments that are or will become due and payable to CONTRACTOR under this Contract.

c. **Travel (not applicable to SaaS)**

CONTRACTOR acknowledges travel expenses are covered by the Contractual Amount and shall not invoice STATE for travel expenses.

d. Prepayment (not applicable to SaaS)

STATE will not make any advance payments before performance or delivery by CONTRACTOR under this Contract.

e. Payment of Taxes by State

STATE is not responsible for and will not pay local, state, or federal taxes. STATE sales tax exemption number is E-2001. STATE will furnish certificates of exemption upon request by CONTRACTOR.

f. Taxpayer ID

CONTRACTOR's federal employer ID number is: 270888722.

g. Purchasing Card

STATE may not make payment using a government credit card.

3. CANCELLATION

This item amends Master Agreement Attachment A, item 14.6 Cancellation

Master Agreement Attachment A, item 14.6 does not apply under this Participating Addendum.

4. TERMINATION

This item supplements Master Agreement Attachment A, item 14.8 Defaults and Remedies

a. Termination by Mutual Agreement

This Contract may be terminated by mutual consent of both Parties executed in writing.

b. Early Termination in the Public Interest

STATE is entering this Contract for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly, Agencies, and Courts. If this Contract ceases to further the public policy of the State of North Dakota, STATE, in its sole discretion, by written notice to CONTRACTOR, may terminate this Contract in whole or in part. In the event of such termination, the parties agree that Ivalua will not refund any subscription fees paid prior to the effective date of termination.

c. Termination for Lack of Funding or Authority

STATE, by written notice to CONTRACTOR, may terminate the whole or any part of this Contract under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the services or goods in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services or good are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either Party already accrued prior to termination. For clarity, in the event of such termination, the parties agree that Ivalua will not refund any subscription fees paid prior to the effective date of termination.

5. SUSPENSION FOR CONVENIENCE (NOT APPLICABLE TO SAAS)

This item supplements the Master Agreement

STATE shall have the right at any time to order the services of CONTRACTOR fully or partially stopped for STATE's own convenience. STATE shall provide CONTRACTOR written notice of the reason for and duration of the suspension. The schedule shall be delayed on a day-for-day basis to the extent STATE has issued a stop work order to CONTRACTOR and such stop work order is causing delays in completing services in accordance with the schedule. CONTRACTOR shall have the right to submit claims in accordance with the terms of this Contract as a result of stop work orders issued under this section.

6. RIGHT TO WITHHOLD AMOUNTS OTHERWISE DUE IF THE CONTRACTOR IS IN BREACH (NOT APPLIABLE TO SAAS)

This item supplements Master Agreement Attachment A, item 14.8 Defaults and Remedies

If CONTRACTOR fails to deliver Deliverables or to provide Services which satisfy CONTRACTOR's obligations under this Contract, STATE shall have the right to withhold any and all payments due under this Contract. STATE may withhold any and all such payments due under this Contract to CONTRACTOR without penalty or work stoppage by CONTRACTOR, until such failure to perform is cured.

7. RIGHT TO REMEDIES AND CUMULATION OF RIGHTS

This item supplements Master Agreement Attachment A, item 14.8 Defaults and Remedies

Unless expressly otherwise stated, no remedy conferred by any of the specific provisions of this Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Contract, now or in the future existing at law or in equity or by statute or otherwise.

8. INDEMNIFICATION

This item supplements Master Agreement Attachment A, item XII Indemnification

The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

(1) when substantial principles of government or public law are involved, when litigation might create precedent affecting future N. Dakota ("State") operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);

(2) where a settlement would impose liability on the State, affect principles of State government or public law, or impact the authority of the State, or State agency, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

(3) the State will reasonably cooperate in the defense and in any related settlement negotiations.

Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08.

9. LIMITATION OF LIABILITY

This item supplements Master Agreement Attachment A, item 14.14 Limitation of Liability

The limitations specified within the NASPO ValuePoint Master Agreement's Section 14.14 govern to the extent allowed under N.D.C.C. sec. 32-12.2-15.

10. REPRESENTATIONS AND WARRANTIES

This item supplements the Master Agreement

CONTRACTOR represents and warrants to STATE that neither CONTRACTOR, in connection with performing the services in performance of this Contract, nor the completed product delivered by CONTRACTOR, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. CONTRACTOR further represents and warrants to STATE that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this Contract or in delivery of the completed product unless CONTRACTOR has the authority to license, use or provide those trade secrets or confidential or proprietary information to STATE. CONTRACTOR further represents and warrants to STATE that neither CONTRACTOR nor any other company or individual performing services pursuant to this Contract is under any obligation to assign or give any work done under this Contract to any third party. STATE'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY BY CONTRACTOR SHALL BE INDEMNITY UNDER SECTION 8.

11. INSURANCE

This item supplements Master Agreement Attachment A, item XIII Insurance

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. The insurance coverages listed above must meet the following additional requirements:
 - 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the CONTRACTOR.
 - 2) The duty to defend, indemnify, and hold harmless the State under this agreement shall not be limited by the insurance required in this agreement.
 - 3) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the CONTRACTOR.
 - 4) A Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State.

12. CYBER LIABILITY AND SECURITY INSURANCE

This item supplements Master Agreement Attachment A, item XIII Insurance

In the event CONTRACTOR will host data, or provide for the hosting of data through a third-party entity, CONTRACTOR shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$5,000,000 and first party limits of not less than \$1,000,000, that will provide, without cost to the CONTRACTOR or STATE, an immediate response in the event of a data breach, including meeting all notification obligations of CONTRACTOR and STATE and in the event the data breach involves personal information as defined by N.D.C.C. § 51-30-1(4), the insurance policy shall also make available free credit monitoring for any affected individual for a minimum period of one year.

13. RESERVED

14. RESERVED

15. TECHNOLOGY STANDARDS

This item supplements the Master Agreement

- a. STATE will notify CONTRACTOR of any other applicable STATE IT standards. These standards can be found on STATE's website at <https://www.ndit.nd.gov/standards>. If CONTRACTOR is unable to comply with any applicable standard, STATE will submit a Request for Exemption from Information Technology Standards or Statutory Policies (SFN 51687) in coordination with CONTRACTOR for the North Dakota Information Technology Department's review and approval or disapproval.
- b. CONTRACTOR shall comply with Federal Rehabilitation Act Section 508/SBHE Policy 1203.1 Digital Accessibility.
- c. CONTRACTOR will not process credit cards under this Participating Addendum and the State will not submit credit card data to the SaaS Product without Contractor's written approval and implementation of a third party solution to tokenize such card information in order to adhere to Payment Card Industry Data Security Standards (PCI DSS).
- d. When STATE and CONTRACTOR agree that remote access to systems is required, STATE shall provide the necessary supervised remote access security to enable CONTRACTOR access to the appropriate STATE systems.

16. PERSONNEL [APPLICABLE ONLY TO PROFESSIONAL SERVICES PERFORMED BY IVALUA]

This item supplements the Master Agreement

- a. CONTRACTOR agrees and understands that STATE's execution of this Contract is predicated, in part and among other considerations, on the utilization of the specific individuals and personnel qualifications as identified; project director will be identified by CONTRACTOR at the time of the project kickoff ("Key Personnel"). Therefore, CONTRACTOR agrees that with respect to Key Personnel:
 - 1) The personnel assigned must have the knowledge necessary to complete requirements as defined in this Contract.
 - 2) Upon request by STATE, CONTRACTOR shall replace any CONTRACTOR personnel that STATE determines, in its sole discretion, to be unable to perform the responsibilities of this Contract acceptably, e.g., inappropriate or unprofessional personal conduct, professional inabilities, etc.
 - 3) CONTRACTOR shall warrant that all personnel assigned to perform tasks in response to this Contract will remain assigned for the agreed-upon length of time (except for situations where personnel are no longer available due to leave, vacation, termination of employment for any reason, etc.).
 - 4) No replacement, reassignment or substitution of any assigned individuals and personnel qualifications shall be made without written notice to the STATE and that such replacement, reassignment or substitution shall be made at no additional cost to STATE.
 - 5) Any substitution made pursuant to this paragraph must be of equal or higher skills, knowledge, and abilities than those personnel originally proposed.

- 6) CONTRACTOR agrees that STATE may require any personnel CONTRACTOR assigns to perform work under this Contract, including employees, contracted staff, subcontractors, or other individuals, to submit to a criminal history record check in accordance with N.D.C.C. §12-60-24, through the authority granted to the chief information officer of the STATE pursuant to N.D.C.C. § 54-59-20. STATE shall have the right to reject any individual CONTRACTOR assigns to perform work under this Contract if, in STATE's sole discretion, it determines that the results of the criminal history record check make the individual unacceptable. CONTRACTOR agrees to be responsible for all costs associated with criminal history record checks carried out pursuant to this paragraph.

For future requests related to any needed Professional Services by CONTRACTOR pursuant to a SOW directly with the STATE, the following also apply:

- b. STATE will designate a Project Manager to serve as the primary project manager for this Contract. If, during the course of this Contract, it becomes necessary for STATE to change the person assigned as STATE's Project Manager, STATE will notify CONTRACTOR in writing, pursuant to Notice section of this Contract.
- c. Unless STATE otherwise notifies CONTRACTOR, STATE's Project Manager shall carry out STATE's administrative and management functions under this Contract, shall be responsible for acceptance of the Contract deliverables, and shall provide support and overall direction to CONTRACTOR.
- d. CONTRACTOR will designate a Project Manager and provide individuals to meet the requirements and accomplish the work as stated in this Contract including any mutually agreed upon Scope of Work.
- e. Upon request by STATE, CONTRACTOR shall replace any CONTRACTOR personnel that STATE determines, in its sole discretion, to be unable to perform the responsibilities of this Contract acceptably, e.g., inappropriate or unprofessional personal conduct, professional inabilities, etc.
- f. STATE's working hours are Monday through Friday from 8:00 AM until 5:00 PM (CST or CDT) with one hour for lunch. STATE Project Manager may approve alternate work schedules.
- g. According to STATE policy, STATE personnel are only obligated to work a forty-hour workweek, Monday through Friday, and are allowed reasonable vacation, sick and educational absences.
- h. CONTRACTOR's personnel are not expected to work on State holidays or other mandatory leave days.

17. RESERVED

18. RESERVED

19. SOFTWARE AS A SERVICE (SAAS) AND SERVICE LEVEL AGREEMENT (SLA)

This item supplements the Master Agreement

The terms and service level obligations are set forth in Exhibit A-3 Software as a Service (SaaS) Service Level Agreement (SLA) and Order are made a part of this Contract through its reference here. CONTRACTOR shall provide Subscription Services, including software/hardware updates and technical support services for the Subscription Services pursuant to this Contract commencing at the end of the hypercare period.

a. Subscription Services:

- 1) The service is based on an enterprise model with unlimited users.
- 2) A User is defined under Section 1.1 of Exhibit A-3 and the STATE must comply with Section 5 (Restrictions) of Exhibit A-3.
- 3) If CONTRACTOR reduces or replaces existing functionality contained in the software and provides this functionality as a separate or renamed product, then STATE shall be entitled to usage of such software product at no additional fees.

b. Subscription Period

The Initial Subscription Term is set forth in the attached Order (Exhibit A-2).

c. Subscription Fee Cap

CONTRACTOR agrees that any change to the annual Services fee following the Initial Subscription Term set forth in the Order may increase by 5% annually.

d. Right to Change Support Plan Level

Subject to the parties reaching mutual agreement with respect to adjustment in subscription fees, the STATE may choose to change its subscription to CONTRACTOR's Subscription Services plan to a higher or lower level plan that is offered by CONTRACTOR only at the Contract's next renewal date after the Initial Subscription Term and upon thirty (30) calendar days' notice to CONTRACTOR.

e. Right to Renew/Not Renew Subscription Services after Initial Subscription Term

After the Initial Subscription Term, STATE may choose to renew the Subscription Services for additional years to be mutually agreed by the parties via an amendment, by providing CONTRACTOR with at least sixty (60) calendar days' advance notice of its intent to renew or not renew prior to expiration of the then-current subscription term. If the subscription is renewed the above section (c) will apply with respect to increase in the subscription fees.

20. SAAS AND DATA SECURITY

This item supplements the Master Agreement

Remote access to Data from outside the continental United States, including remote access to Data by authorized support staff in identified support centers, is prohibited. If CONTRACTOR is unable to comply, a Request for Exemption from Information Technology Standards or Statutory Policies (SFN 51687) must be submitted in coordination with STATE and CONTRACTOR for the North Dakota Information Technology Department's review and approval or disapproval.

21. DATA PROCESSING AND LOCATION:

This item supplements the Master Agreement

- a) CONTRACTOR shall transmit, process, and store STATE Data within the continental United States.
- b) CONTRACTOR shall notify STATE at least 90 days prior to any relocation of STATE's Data to a different hosting facility. STATE reserves the right to terminate the Contract without penalty if STATE does not approve of the new hosting facility.

22. RESERVED

23. CONFIDENTIALITY

This item replaces the Master Agreement Attachment A, 14.2.1 Confidentiality

CONTRACTOR shall not use or disclose any information it receives from STATE under this Contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, [N.D.C.C. ch. 44-04](#). The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the Term of this Contract.

24. COMPLIANCE WITH PUBLIC RECORDS LAWS

This item supplements the Master Agreement

Under the North Dakota public records law and subject to the Confidentiality clause of this Contract, certain records may be open to the public upon request.

Public records may include: (a) records STATE receives from CONTRACTOR under this Contract, (b) records obtained by either Party under this Contract, and (c) records generated by either Party under this Contract.

CONTRACTOR agrees to contact STATE immediately upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to such request.

25. MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS

This item supplements the Master Agreement Attachment A, item 3.1 Order of Precedence

This Contract, including the following documents, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties.

Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in this order of precedence:

- a. The terms of this Contract as may be amended (including its Exhibits);
- b. NASPO Master Agreement executed September 19, 2023

All automated end-user agreements (e.g., click-through, shrink-wrap, or browse-wrap) are specifically excluded and null and void. Clicking shall not represent acknowledgement or agreement to any terms and conditions contained in those agreements.

26. UNANTICIPATED AMENDMENTS

This item supplements the Master Agreement

If additional Deliverables and Services are required within the scope of this Contract due to a legitimate unforeseen circumstance, STATE shall provide CONTRACTOR a written description of the additional Deliverables and Services and request CONTRACTOR to submit a proposal for accomplishing the scope of work. CONTRACTOR will not commence additional Deliverables and Services until all Parties agree in writing.

27. SEVERABILITY

This item supplements the Master Agreement

If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this Contract did not contain that term.

28. APPLICABLE LAW AND VENUE

This item supplements the Master Agreement Attachment A, Governing Law and Venue items 14.12.1 and 14.12.2

This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

Master Agreement Attachment A, item 14.12.3 does not apply under this Participating Addendum.

29. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

This item supplements the Master Agreement

By entering this Contract, STATE does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The Parties may enforce the rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

30. RESERVED

31. NONDISCRIMINATION - COMPLIANCE WITH LAWS

This item supplements the Master Agreement

CONTRACTOR agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. (See [N.D.C.C. Title 34 – Labor and Employment](#), specifically [N.D.C.C. ch. 34-06.1](#) Equal Pay for Men and Women.)

CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. CONTRACTOR shall have and keep current all licenses and permits required by law during the Term of this Contract all licenses and permits required by law.

CONTRACTOR is prohibited from boycotting Israel for the duration of this Contract. (See [N.D.C.C. § 54-44.4-15](#).) CONTRACTOR represents that it does not and will not engage in a boycotting Israel during the term of this Contract. If STATE receives evidence that CONTRACTOR boycotts Israel, STATE shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if CONTRACTOR has fewer than ten full-time employees.

CONTRACTOR's failure to comply with this section may be deemed a material breach by CONTRACTOR entitling STATE to terminate in accordance with the Termination for Cause section of this Contract.

EXHIBIT A-2 – Order Compensation Details

EXHIBIT A-2 – Order Compensation Details



SUBSCRIPTION ORDER

Customer Name: North Dakota State Government

Ivalua Internal Reference #30722/20881

Customer Billing & Contact Information	
Customer Name	North Dakota State Government ("Customer")
Ship to	Tricia Opp Office of Management and Budget State Procurement Office 600 EAST BOULEVARD AVE, DEPT 012 BISMARCK, ND 58505 USA

Subscription Fees Schedule*	Fees (Excluding Taxes)
Year 1 Fees (\$157,826.80 will be invoiced on August 5, 2024 and \$236,740.20 will be invoiced on March 31, 2025)	USD 394,567
Year 2 Fees	USD 787,502
Year 3 Fees	USD 787,502
Year 4 Fees	USD 826,971
Year 5 Fees	USD 868,320
TOTAL SUBSCRIPTION FEES (Excluding Taxes)	USD 3,664,862

* All fees are invoiced annually in advance on the Order Effective Date or anniversary thereof, unless specified otherwise below.

		Packages and Options Included in the Cloud Services	
Packages/Options	NASPO Scope Mapping	Max. Quantity (Module Users or number of units)	Annual Fees for Additional Quantity
Ivalua Platform: Included with all subscriptions is access to the Ivalua Platform for all Authorized Users. The Ivalua Platform includes Analytics, Workflow, Integration, AI, Collaboration and Design Mode, as well as up to 4 languages to be selected from the currently supported languages (English, French, German, Spanish, Portuguese, Italian, Polish, Japanese, Simplified Chinese (Mandarin) and classic Arabic).	Supplier Portal, Buyer Portal, Need Identification, Integration (Integration Toolbox), Mobile App functionality and Purchasing Data Analytics (Ivalua Reporting)	Unlimited	n/a
Package: Supplier Risk & Performance Mgt	Supplier Enablement & Management, Vendor Performance	unlimited	N/A
Package: Sourcing	Sourcing Bid Management	unlimited	N/A

Package: CLM	Contract Management	unlimited	N/A
Module: Issues Mgt & Collaboration Plan	Supplier Enablement & Management	unlimited	N/A
Connector: AdobeSign (e-Signature)	Adobesign Connector	included	N/A
Level of Maintenance: Premium Maintenance <i>See Maintenance & Support T&Cs</i>	N\A	included	N/A
Helpdesk Support: Internal HD one Region (AMER) working hours	N\A	included	N/A
Specific Ivalua Support team: US location <i>Access to Submitted Data will be limited to the Ivalua Personnel located in US locations only, except for Help Desk (see section 5 of specific terms and conditions below).</i>	N\A	included	N/A
Hosting - DR - RPO Option (saving mode): Hosting - DR - RPO 24 hours		included	N/A
Hosting - RTO Option (maximum consecutive unavailability): Hosting - RTO 24 hours		included	N/A
Specific location for Data Hosting: US hosting <i>Ivalua will host Customer environments in the location(s) specified above</i>		included	N/A

Protected prices for Packages and Options (Valid until Mar 30, 2026)			
Price Protected Options	NASPO Scope Mapping	Max. Quantity (Module Users or number of units)	Annual Fees
Package: Invoicing	Request through Pay (Pay subset)		USD 300,000
Package: eProcurement: Government Entity	Request through Pay (Req through Order & Catalog Capability)		USD 450,000
Module: Invoice Data Capture	Request through Pay (Pay subset)		USD 50,000
IT Option: Security - Encryption - HSM Option: Data+File Encryption	N\A		USD 30,000

Subscription Details	
Subscription Term:	The Initial Term will commence on August 5, 2024 and continue for 60 months.
Order Effective Date:	Last date signed by the parties.
Currency:	USD
Ivalua Academy:	Five (5) certification courses registrations included. Please refer to the Ivalua Academy Program document at https://www.ivalua.com/private/academy_program.pdf for a description of courses.

Available Environments:	Fees included 1 production environment and 3 non-production environments.
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Specific Terms & Conditions	
1.	Post implementation support after "go live" via Ivalua Professional Services will be provided by Ivalua on a T&M basis at an hourly rate of \$250 (valid until March 30, 2026), subject to execution of a SOW. After March 30, 2026 hourly rates will increase by 5% YoY.
2.	Ivalua will provide premium support and maintenance in accordance with Ivalua's Maintenance Terms for KPMG's implementation after transition in accordance with the Requirements for Successful Implementation attached hereto.
3.	North Dakota has an option to purchase additional certification training (Level 3 certification for 5 individuals) for \$8K (25 credits @ \$320/credit) until March 30, 2026. After March 20, 2026, pricing will increase by 5% YoY.
4.	Help Desk is provided by Ivalua personnel in Canada. Notwithstanding the restriction related to access from US Locations only, N. Dakota hereby authorized access by Ivalua personnel in Canada solely for the purpose of providing help-desk services.

REQUIREMENTS FOR SUCCESSFUL IMPLEMENTATION

These requirements apply to both the initial implementation by Partner and to any subsequent configurations made post “go live” by or on behalf of Customer.

1. Ivalua Customer Support Extranet (“CSE”):

CSE is the mandatory tool for managing configuration specifications, their versioning, and deliveries. Its primary purpose is to enable comprehensive audit trails and establish a reliable foundation for the ongoing maintenance of the Cloud Service. It is the responsibility of the Customer to ensure that all personnel acting on its behalf input configuration specifications and document relevant use cases within CSE.

2. Ivalua Academy Certifications:

To engage in any configuration of the Cloud Service, individuals must possess a Level 2 (L2) certification for general functional administration, and a Level 3 (L3) certification specific to the configuration of modules and integrations. The L3 certification must be directly related to the module being configured (e.g., L3 S2C certification for those configuring the Sourcing module). In addition, individuals involved in the creation and management of configuration deliveries, must obtain the Project Release Manager (PRM) certification. It is required that at least two individuals, who are involved in the initial implementation, obtain the PRM certification.

3. Environment Management:

All configurations must be done in the development environment and follow the delivery & test processes made available to Customer via CSE. Configurations in production or in test environments are not authorized.

4. Design:

Design documentation is mandatory before “go live”, and must encompass all Customer-specific business scenarios, detailing the approach for addressing and configuring these scenarios within the application. The design documentation must be updated and re-delivered to Ivalua upon conclusion of Hypercare (as defined below under Section 9).

5. Major Release Upgrades & Minor Release Updates:

5.1 Upgrades During Customer’s Initial Implementation. If prior to the initial “go live” date of Customer’s production environment Ivalua makes a new major product release generally available to its customers, Ivalua will notify Customer (and the Partner if applicable) and upgrade Customer’s environment to the latest version. The implementation project will proceed as per the applicable agreement with the Partner on the latest upgraded version based on the contracted functionality and scope, and any new features or functionality made available as part of the Upgrade are out of scope, unless the parties amend their agreement.

5.2 Minor Release Updates. Throughout the initial implementation, minor version updates are applied automatically, transitioning to manual updates post-User Acceptance Testing (UAT). Prior to the conclusion of Hypercare (as defined below under Section 9), the production environment must be updated to the most recent minor version, or be one month behind the latest minor version.

6. Security and Performance Compliance:

Personnel performing configurations on behalf of Customer are required to adhere to Ivalua’s Secure Configuration Guidelines, which are accessible to Customer via CSE.

7. Steering Committee:

Ivalua will assign a Project Director who will be allowed to participate in the monthly Project steering committee meetings with Partner or, alternatively, engage in a monthly meeting with Customer’s executive leadership.

8. Delivery to Production Protocols:

8.1 Production Delivery. All production deliveries shall only proceed upon receipt of a formal written approval from the Customer in CSE.

8.2 Quality Control Center. Prior to the initiation of any production phase, Customer is responsible to ensure that any blocking controls identified within the Quality Control Center, as provided by Ivalua in the CSE, are resolved in order to ensure compliance and readiness for production deployment.

9. Hypercare:

“Hypercare” means a period after each “go-live” during which the application is stabilized. During Hypercare the Partner remains responsible for Defect correction.

9.1 Transition from Partner to Ivalua. Prior to the formal release of Partner and the subsequent handover of the application to Ivalua's maintenance team at the conclusion of Hypercare, the application must demonstrate proven stability and a cleared Defect backlog. This entails sufficient utilization in the production environment to ensure stability, with no open critical or major defects. In the case of minor defects, the Customer has the option to either mandate the Partner to resolve these issues prior to concluding Hypercare, or to consent to the transfer of these minor Defects to Ivalua's maintenance team.

9.2 Quality Control Center. Before the conclusion of Hypercare, Ivalua requires that (1) all blocking controls must be resolved, and (2) any warnings must either be acknowledged and accepted by Customer as-is or resolved.

9.3 Acceptance. Customer shall sign a final acceptance form with the Partner, affirming the application's stability, the resolution or acceptable management of Defects, and the satisfactory completion of all work by the Partner.

EXHIBIT A-3: IVALUA SUBSCRIPTION SERVICES TERMS AND CONDITIONS

(Ivalua SaaS)

1. DEFINITIONS

1.1 **“Authorized User”** means: (a) a natural person, whether an employee, consultant or third-party contractor of Customer and its Affiliates accessing the Cloud Service on Customer’s behalf pursuant to the terms of this Agreement; and (b) a natural person accessing the “supplier portal” portion of the Cloud Service on behalf of a supplier or a potential supplier of Customer and its Affiliates.

1.2 **“Cloud Service”** means access to Ivalua’s proprietary software-as-a-service application granted to Customer pursuant to an Order.

1.3 **“Documentation”** means Ivalua published technical documents relating to the operation and use of the Cloud Service including the then-current online manuals, help guides, and release notes made available to Customer within the Cloud Service or via the Ivalua extranet at: [Ivalua Help Center](#).

1.4 **“Maintenance Services”** means Ivalua’s maintenance and support services provided to Customer at the level purchased by Customer in an Order and pursuant to the terms attached hereto as Schedule 1.

1.5 **“Order”** means a quote, proposal or order form provided by Ivalua and executed by the Parties, which sets forth the Services to be provided to Customer as well as any applicable Fees, Subscription Term and Usage Limits related to such Services.

1.6 **“Submitted Data”** means any electronic content, data and aggregated data, materials and information submitted by or on behalf of Customer to the Cloud Service.

1.7 **“Subscription Term”** means the period during which Customer is entitled to access the Cloud Service and Maintenance Services as set forth in the applicable Order. The Subscription Term will include the initial term set forth in an Order (the **“Initial Term”**) as well as any Renewal Period in accordance with Section 6.2.

1.8 **“Usage Limits”** means the specific parameters and limitations related to Customer’s access and use of the Cloud Service that is specified in an Order, including but not limited to, the number and description of packages, types of Authorized Users or other mutually agreed criteria.

2. IVALUA RESPONSIBILITIES

2.1 Provision of Cloud Service. During the Subscription Term, Ivalua will make the Cloud Service available to Customer and its Authorized Users for its internal business use in accordance with the applicable Orders and associated Documentation and in compliance with the terms of this Agreement, including without limitation, the attached Schedules.

2.2 Maintenance Services, Hosting SLAs. Ivalua will: (a) make the Cloud Service available in accordance with the hosting service level specified in an Order. Ivalua’s Hosting Service Level Agreement is attached hereto as Schedule 2; and (b) provide Maintenance Services at the service level specified in an Order.

2.3 Security. Ivalua will maintain appropriate administrative, physical, and technical safeguards for protection of the security and integrity of Submitted Data, including a written information security program of policies, procedures and controls (**“Security Program”**). Ivalua’s Security Program is attached as

Schedule 3. The Security Program includes industry standard practices designed to protect Submitted Data from unauthorized access, acquisition, use, disclosure, or destruction. Ivalua may periodically review and update the Security Program, provided that any such update does not materially reduce the overall level of security provided to Customer as described herein.

2.4 Data Security Notification. Ivalua will notify Customer in writing within 48 hours of becoming aware of any confirmed access to Submitted Data not authorized by this Agreement or elsewhere in writing by Customer (“**Security Incident**”). Ivalua will subsequently provide Customer with a report related to the Security Incident which shall identify, to the extent feasible: (i) the nature of the Security Incident, (ii) the Submitted Data accessed, (iii) who affected the Security Incident, (iv) what Ivalua has done or shall do to mitigate any deleterious effect of the Security Incident, and (v) what corrective action Ivalua has taken or shall take to prevent future similar Security Incidents. Ivalua shall also provide such other information related to the Security Incident reasonably requested by Customer.

3. **THIRD PARTY APPLICATIONS**

Ivalua may make third-party products or services, authorized by the Customer, available to Customer through or in connection with the Cloud Service (“**Third-Party Applications**”). Certain providers of Third-Party Applications (“**Providers**”) may require Customer to accept additional terms and/or pay additional fees directly to the Provider in order to use such Third-Party Applications. By using Third-Party Applications, Customer permits Ivalua to grant such Third-Party Applications access to Submitted Data or other data as required for the operation and support of such Third-Party Applications in connection with the Cloud Service. Ivalua is not responsible and provides no warranty with respect to Third-Party Applications, nor Providers’ use or protection of Submitted Data or for the security practices (or any acts or omissions) of such Providers.

4. **RESERVED**

5. **PROPRIETARY RIGHTS & RESTRICTIONS**

5.1 Ownership Rights. As between Ivalua and Customer, all rights, title and interest in and to all intellectual property rights in the Services and Ivalua’s Confidential Information are and will remain owned exclusively by Ivalua and its licensors. Ownership in all derivatives, modifications, new functionalities, enhancements and customization related to the Services created by Ivalua or by or for Customer will immediately vest in Ivalua upon creation. Nothing in this Agreement will preclude or restrict Ivalua from using or exploiting any concepts, ideas, techniques or know-how of or related to the Services. Other than as expressly set forth in this Agreement, no license or other rights in or to the Services or other Ivalua intellectual property rights are granted to Customer, and all such rights are expressly reserved to Ivalua and its licensors.

5.2 Submitted Data. As between Customer and Ivalua, all rights, title and interest in and to all intellectual property rights in Submitted Data (including Aggregated Data) and Customer Confidential Information are and will remain owned exclusively by Customer. Customer hereby grants Ivalua the right to use, transmit, store, disclose, and otherwise process Submitted Data (subject to the Data Protection Addendum) for the sole purpose of providing, monitoring, and improving the functionality or performance of the Cloud Service as otherwise set forth in this Agreement. Customer has and will retain sole responsibility for the accuracy, quality, integrity, legality, completeness and appropriateness of its Submitted Data.

5.3 Aggregated Data. Notwithstanding anything to the contrary, Ivalua may collect and use quantitative information, during and after the Term, derived from Customer’s use of the Cloud Service (e.g. number of projects, frequency of logins) solely in aggregate form for industry analysis,

benchmarking, marketing and other business purposes. All such data may only be disclosed to third parties in aggregate and anonymized form without identifying the Customer or its Authorized Users.

5.4 Restrictions. Customer shall not: (a) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code, structure, or algorithms of the Cloud Service (except to the extent expressly permitted by applicable law notwithstanding this restriction); (b) translate, adapt, create derivative works from or modify the Cloud Service or Documentation, unless expressly permitted by Ivalua; (c) sell, sublicense, transfer, assign (except as permitted under this Agreement), lease, rent, distribute, or grant a security interest in the Cloud Service; (d) allow access to the Cloud Service by any third persons except as permitted under this Agreement; (e) use the Cloud Service to transmit unlawful, infringing, harmful, or other data or code which Customer is not authorized to transmit; (f) alter or remove any trademarks or proprietary notices contained in the Cloud Service or Documentation; (g) attempt to gain or permit unauthorized access, circumvent or otherwise interfere with any authentication or security measures of the Cloud Service, or otherwise interfere with or disrupt the integrity or performance thereof; or (h) permit or assist any other party to do any of the foregoing.

5.5 Authorized Users. Only Authorized Users are permitted to access and use the Cloud Service. Authorized Users, who are suppliers, may only access and use the “supplier portal” portion of the Cloud Service. Ivalua does not charge fees for supplier Authorized Users. Customer is solely responsible for: (a) approving and maintaining access, identifying and authenticating Authorized Users, and controlling against unauthorized access by Authorized Users including use or access that is inconsistent with the Usage Limits; (b) maintaining the confidentiality of usernames, passwords and account information; (c) all activities that occur under its Authorized Users’ usernames, passwords or accounts as a result of Authorized Users’ access to the Cloud Service; and (d) Authorized Users’ compliance with all applicable local, state, national and foreign laws applicable to their use of the Cloud Service. Customer will notify Ivalua immediately of any unauthorized use of, or access to, the Cloud Service, and will use reasonable efforts to promptly stop any unauthorized access to or use of the Cloud Service. Customer acknowledges that Ivalua may monitor Customer’s access and use of the Cloud Service for the purpose of verifying compliance with this Agreement.

6. TRANSITION SERVICES & SUSPENSION

6.1 Transition Services. Customer may purchase Professional Services from Ivalua by executing a SOW to retrieve Submitted Data in an alternative format or to have Ivalua assist in the transfer of Submitted Data to Customer or to any replacement provider designated by Customer (“**Transition Services**”). However, in no event shall Ivalua be required to disclose any of its Confidential Information or provide any license to any third party as part of such Transition Services. If Transition Services require continued access to the Cloud Service, Customer shall continue to pay pro-rated monthly subscription fees for access to the Cloud Service during the transition period at the then-prevailing fees.

6.2 Suspension. Ivalua shall not intentionally disable, suspend or restrict Customer’s access to the Cloud Service. Notwithstanding the foregoing, only upon prior written notice to Customer, unless the withholding/delay of such notice is reasonably necessary to comply with applicable law or reasonably necessary to prevent imminent harm to the Ivalua Cloud Service or Authorized Users; Ivalua retains such right to temporarily suspend Customer’s Access to the Cloud Service only: (1) in situations involving violations of applicable law by Authorized Users in connection with the Cloud Service; (2) if Customer’s use of the Cloud Service jeopardizes the security of the Cloud Service; (3) if Ivalua reasonably determines that Customer is attempting to derive Ivalua’s intellectual property; or (4) if Customer is in violation of its payment obligations and has not cured such violation within 30 days of Ivalua’s prior written notice.

SCHEDULE 1

MAINTENANCE AND SUPPORT TERMS

1. IVALUA RESPONSIBILITIES

- 1.1 Online Portal & Defect Reporting. Defect reporting is managed solely online through the Ivalua Customer Support Extranet (“**CSE**”) made available to Customer Contacts (as defined below) 24x7 via login and password.
- 1.2 Severity Levels. Each material nonconformity of the Cloud Service to the Documentation reported by Customer Contacts via CSE (“**Defect**”) is classified by Ivalua into one of three (3) severity levels listed below. Customer can define the business priority associated with each Defect in CSE. Response times for Defects and other details based on the service level purchased by Customer (specified in an Order) are as set forth in Attachment 1.

SEVERITY LEVEL	DEFINITION
Level 1 – Blocking Defect	Means a Defect that prevents operation of a major part of the functionalities of the Cloud Service by a majority of Authorized Users, and that cannot be bypassed by a Workaround.
Level 2 – Major Defect	Means a Defect that allows operation of the Cloud Service, but only for part of its major functionalities.
Level 3 – Minor Defect	Means a Defect that does not prevent Customer from having access to the Cloud Service’s major functionalities.

- 1.3 Defect Correction. Ivalua will use commercially reasonable efforts to address acknowledged Defects by developing a fix, workaround, patch or other relief reasonably determined by Ivalua.
- 1.4 Minor Release. At Ivalua’s sole discretion, Customer’s non-production environments will be updated at least monthly via maintenance releases (“Minor Release”) and will be delivered to production upon Customer’s approval. Ivalua is not responsible for Defects or security issues affecting the Cloud Service if Customer does not approve delivery of the maintenance release into production every month.
- 1.5 Major Release Upgrades. Ivalua may, in its sole discretion, develop functionality improvements or enhancements to address Customer and market requirements and to improve the Cloud Service by releasing new product versions made generally available to Ivalua’s other customers (“**Upgrades**”). Ivalua’s process for releasing and implementing Upgrades is attached as Attachment 2 (“**Upgrade Process**”). Upgrades are deemed part of the Cloud Service and are subject to all the terms and conditions of the Agreement.

2. CUSTOMER RESPONSIBILITIES

- 2.1 Contacts. Customer must designate qualified contacts (“**Customer Contacts**”) for the purpose of reporting Defects and obtaining Maintenance Services and ensure that their information is current in CSE. Customer may replace Customer Contacts as reasonably necessary by providing written (email) notice to Ivalua’s business contact. Customer may not exceed the number of Customer Contacts permitted according to its purchased level of support.

- 2.2 Cooperation. Customer will provide Ivalua with such information and access to Customer resources as Ivalua may reasonably require in order to perform Maintenance Services hereunder. Ivalua is excused from non-performance hereunder to the extent attributable to Customer's failure to provide such information. Customer agrees that the Customer Contacts are authorized to communicate and provide instructions to Ivalua with respect to Submitted Data and/or Customer's instances.
- 2.3 Upgrades. To take advantage of Ivalua's most recent innovations and to address performance, security and maintenance related issues in the Cloud Service, Customer agrees to comply with the Upgrade Process (as further defined under Section 1.5). Customer understands that only the latest product release of the Cloud Service contains the most current features, performance, and security updates. In the event Customer does not comply with Ivalua's Upgrade Process, Ivalua is not responsible for Defects or security issues affecting the Cloud Service or failure to meet the SLA for the Cloud Service.
- 2.4 Certifications. Prior to conducting any configuration of the Cloud Service, Customer will ensure that the resources performing and implementing the configuration comply with Ivalua Guidelines for Configurations (Schedule 7).

3. LIMITATIONS

- 3.1 Exclusions. Ivalua shall have no obligation with respect to any Defect (i) resulting from use of the Cloud Service not in accordance with the Documentation and/or Order (ii) resulting from modification of the Cloud Service by Customer or any third party, which were not uploaded into CSE for acceptance; (iii) resulting from any combination or integration of the Cloud Service with hardware, software or technology not provided by Ivalua, including third-party software, unless such combination or integration is permitted in writing by Ivalua; (iv) that cannot be reproduced by Ivalua based on information provided by Customer; (v) resulting from Customer configurations performed or implemented in violation of Section 2.6 (Certifications); or (vi) if Customer has not paid Subscription Fees. Notwithstanding the foregoing, Ivalua will use reasonable efforts to correct any Defect arising from configuration performed or implemented in violation of Section 2.6 (Certifications), but Customer may be charged for the work associated with correction of such Defects.
- 3.2 Professional Services. For avoidance of doubt, Maintenance Services do not include implementation activities, configuration, product training, or customization that may be available at additional cost via Professional Services.

4. OPTIONAL SUPPORT SERVICES

- 4.1 Enhancements: If after the initial "go live" date of Customer's production environment Customer purchases Professional Services for new enhancements, the annual subscription fee for the Cloud Service may increase, subject to a mutually agreed amendment signed by both Parties.
- 4.2 Helpdesk Support. If Customer purchased Helpdesk Support, Ivalua will provide Customer's end-users and/or supplier's end-users with technical support, which consists only of level 1 assistance through a dedicated geographic phone number and dedicated email address at the hours and languages detailed in Attachment 1.

ATTACHMENT 1 TO IVALUA MAINTENANCE TERMS

Maintenance Hours and Details Per Service Level Purchased

	PREMIUM
Hours (English)	8am to 6pm (M – F) [†]
# of Customer Contacts	Up to 5
Channels	
Review Call	Monthly

[†] Times are local to Customer's headquarters' region and exclude local public holidays.

Maintenance SLA*

PREMIUM SERVICE LEVEL [†]	
SEVERITY LEVEL	RESPONSE TIME**
1 (Blocking Defects)	Within 2 hours
2 (Major Defects)	Within 4 hours
3 (Minor Defects)	Within 24 hours

* The above Service Levels do not apply during hypercare period (one month period after each "go-live" during which the application is stabilized), unless a different period is agreed in the applicable implementation SOW with Ivalua or the Partner.

** The response time commences at the time a Defect is reported by Customer via CSE.

Help-Desk Support (optional) Hours and Details

	AMER	EMEA	APAC
Operating Hours	8:30am to 8pm (M – F) Eastern Time (Montreal) †	8am to 6pm (M – F) Central European Time (France) †	6am to 6pm (M – F) India Standard Time †
Languages during Operating Hours	English, French, Spanish, Portuguese	English, French, German, Spanish, Italian, Portuguese	English, Hindi, Chinese (Mandarin), Japanese, Arabic
Languages 24*7	English		
Contact Type	Phone and/or Email		
Time to Respond During Business Hours	90% of questions answered within 1 hour		

† Times are local to selected region and exclude local public holidays.

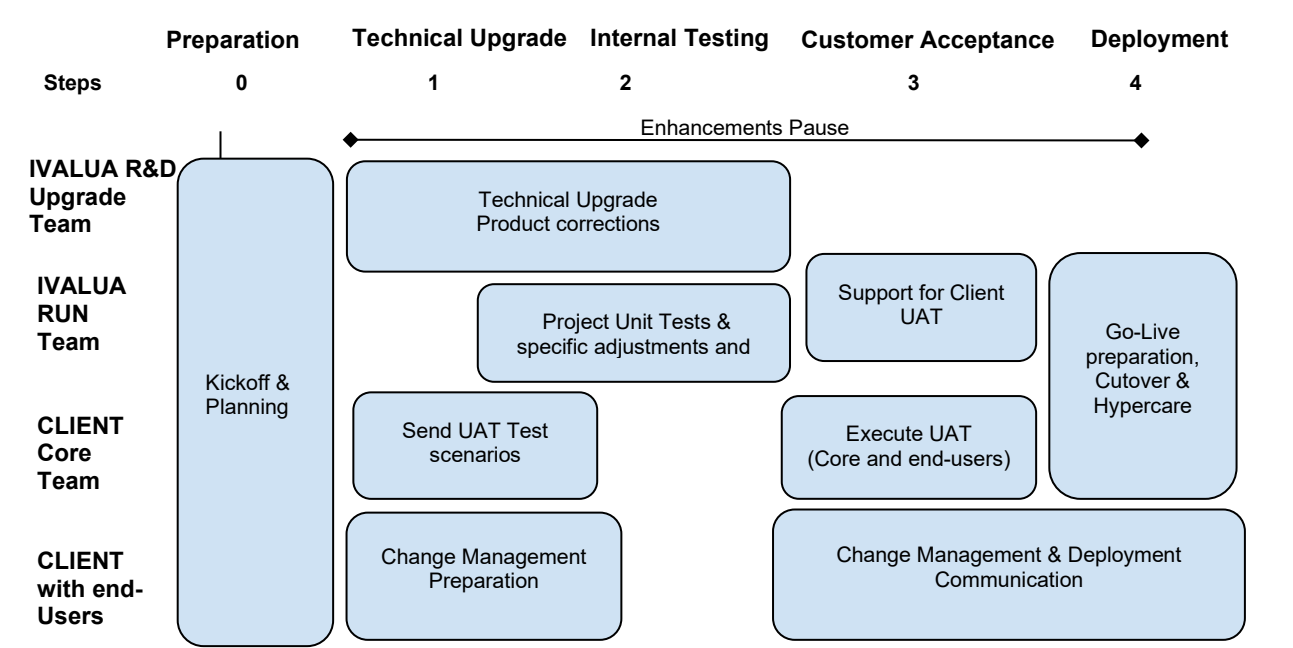
ATTACHMENT 2 TO IVALUA MAINTENANCE TERMS

IVALUA UPGRADE PROCESS

After the initial “go live”, customers with an active subscription are entitled to future supported versions of the Cloud Service they have subscribed under an Order, which are generally made available to all Ivalua customers. Typically, the most recent product major version is a “destination” for a prospective Upgrade. Ivalua recommends an Upgrade every 12 to 18 months and requires customers to Upgrade at least once every 2 years.

- 1. Resources.** The Subscription Fees for the Cloud Service detailed in an Order include the Ivalua resources required to support an Upgrade, except that new features or modules introduced in the upgraded version, may require additional fees for Professional Services associated with their implementation, if requested by the Customer.
- 2. Prerequisites for Upgrades.** Upgrades will only start after completion of the Kickoff and Planning phase. The “destination” version of the Upgrade must be generally available at the end of the preparation phase.
- 3. Enhancement Pause.** The Upgrade Process requires a “pause” in any on-going enhancement work commencing on the start of the technical upgrade stage until “go-live” of the Upgrade.
- 4. Ivalua Upgrade Process**
 - (a) The estimated overall duration for an Upgrade is dependent on its complexity. A project plan stating the dates and resources for the project must be approved by the Parties. To reduce the duration of the Upgrade Process, Ivalua recommends implementing standard features and upgrading regularly. Ivalua will advise customers on the specific estimated duration of their Upgrade as part of the Project Plan. The diagram below illustrates the high-level steps involved in an Upgrade.
 - (b) Customer resources are expected to facilitate the following as part of the Upgrade Process: (i) Customers are responsible for the UAT of the new release and for the change management in

customers’ organization related to the new release; and (ii) Customers are required to provide detailed project test scripts to Ivalua during the Kick-Off & Planning meeting.



SCHEDULE 2

HOSTING SERVICE LEVEL AGREEMENT

1. **DEFINITIONS.** For purposes of this Hosting Service Level Agreement the following additional definitions will apply.
 - 1.1 “**Downtime**” means the total minutes of the calendar month during which the production instance of the Cloud Service is not accessible to Authorized Users, except for Excluded Downtimes.
 - 1.2 “**Monthly Fees**” means one-twelfth of the annual subscription fee for the Cloud Service.
 - 1.3 “**Service Credit**” means the percentage (as set forth in the table in Section 3.2) of the Monthly Fees paid for the Cloud Service that is awarded to Customer relating to a failure to meet the Service Availability Percentage during that calendar month, not to exceed 10% of the Monthly Fees.
 - 1.4 “**Scheduled Maintenance**” means such activities of Ivalua to maintain or improve the systems supporting the Cloud Service, including but not limited to installation of hard hardware or software or other agreed Maintenance Releases. Unless otherwise communicated in advance to Customer, Scheduled Maintenance shall occur as detailed below.
 - 1.5 “**Uptime**” means the total minutes of the calendar month.
2. **CLOUD SERVICE AVAILABILITY SLA.** During the Subscription Term, Ivalua commits to an availability or Uptime percentage of 99.80% during each calendar month (“**Service Availability Percentage**”), which is calculated as follows:

$$\frac{(Uptime - Downtime)}{(Uptime)} \times 100$$

3. **SERVICE CREDITS**

- 3.1 Ivalua will provide a report showing the Service Availability Percentage for each calendar month (“**Monthly Report**”) in accordance with the Cloud Service level purchased by the Customer.
- 3.2 If the Service Availability Percentage is not met during a calendar month and Customer was negatively impacted (i.e., attempted to log into or access the Cloud Service and failed), Ivalua will provide Customer with a Service Credit for such calendar month. The Service Credit will be calculated in accordance with the table below. Service Credits represent Customer's sole and exclusive remedy for Ivalua's breach of the SLA.

Service Availability Percentage (per Calendar Month)	Service Credit (% of Monthly Fees)
Below 99.80%	2.5%
Below 99.00%	5%
Below 98.00%	7.5%
Below 95.00%	20%

- 3.3 In the event of a failure to meet the Service Availability Percentage as set forth in Section 3.2 in any given calendar month, Customer may claim a Service Credit via Support Ticket (in accordance with Ivalua's Standard Support Terms) within ten (10) business days after the end of such calendar month. Customer's Support Ticket must provide details of the relevant incident. Failure to comply with these reporting requirements may forfeit Customer's right to receive a Service Credit.
- 3.4 Any Service Credits will be applied against future Subscription Fees at the next billing cycle and must be used within twelve (12) months of Customer's receipt of any such Service Credits.
- 3.5 In no event will Customer be provided a Service Credit in cash, refund, or any form other than as a credit against Fees, unless a Service Credit is owed at the termination or expiration of this Agreement without a renewal order, in which case, such Service Credit shall be paid to Customer within ninety (90) days of the end of the Subscription Term.

4. EXCLUDED DOWNTIMES

- 4.1 Downtime which occurred due to any of the following shall be excluded for the purpose of calculating the Service Availability Percentage ("**Excluded Downtimes**"):
- (a) Scheduled Maintenance or emergency maintenance required to apply patches or fixes or undertake other maintenance activities mutually agreed with the Customer; or
 - (b) Any unavailability caused by circumstances beyond Ivalua's reasonable control, including without limitation, failure of software, hardware or network infrastructure not under Ivalua's control.

5. SERVICE LEVELS

- 5.1 "**Hit Response Time**" means the response time of a web request measured on the application server which excludes Internet and any network latency. Hits related to upload and download of attachments, to data import and export, to data analytics reporting, to functions involving calls to external applications or systems as well as to specific application functions agreed upon by Ivalua and the Customer are excluded from measurement. Unless otherwise specified in an Order, the standard Hit Response Time per month is: 90% below 3 seconds.
- 5.2 "**Allocated Storage**" refers to user-uploaded files. For clarity, there is no limit on size of the database used in the Services. Standard Allocated Storage (e.g for uploaded files) is 1TB unless otherwise specified in an Order. Should Customer exceed Allocated Storage for more than three (3) months, Ivalua shall notify Customer of the need to purchase additional Allocated Storage.
- 5.3 "**RPO**" means Recovery Point Objective specified in an Order, which defines the volume of data lost during an interval of time between the loss event and the most recent preceding back up.
- 5.4 "**RTO**" means Recovery Time Objective specified in an Order, which is the duration of time within which the business process is restored after notification of business process disruption.
- 5.5 **Disaster Recovery.** Ivalua maintains a Disaster Recovery Plan as part of our Data Security Program. Backups are performed daily (once every 24 hours), unless a shorter RPO time is specified in an Order.

6. Scheduled Maintenance

Scheduled Maintenance shall occur between the hours of Friday 11:59 pm to Sunday 11:59 pm or Friday 11:59 pm to Sunday 11:59 pm (local time at the location of Customer's datacenter) after the second Tuesday of each calendar month (except for GovCloud which is after the third Tuesday of each calendar months) and may take up to 90 minutes. Ivalua reserves the right to change the time and day of such Scheduled Maintenance by providing Customer with advance written notice, except in situations where immediate actions must be taken for the protection of Submitted Data or to maintain the security or integrity of the Cloud Service.

SCHEDULE 3

DATA SECURITY PROGRAM

Ivalua's Security Program adheres to industry best practices and includes at least the following measures:

1. Technical Security Measures:

- a. Patching: Controls are implemented to update all data center systems on a regular schedule.
 - b. Malware Detection: Controls are implemented to detect and prevent unauthorized access, intrusion and computer viruses and other malware.
 - c. Vulnerability Scanning: Vulnerability scans are completed on a regular schedule.
 - d. Encryption: Submitted Data is encrypted in transit and is stored on encrypted drives. In addition, backup files are encrypted. Ivalua uses industry standard encryption algorithm AES with a minimum key length of 256 bits.
 - e. System Hardening: Data center system is hardened against attacks and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those systems into production.
 - f. Network Security: Firewall is deployed applying security best practices and "Least Privilege" principle. Intrusion prevention system is implemented to control and filter traffic flow leaving and entering systems and configures the intrusion prevention system applying security best practices.
 - g. Security Logs: Logging of security events is enabled on applicable systems components.
 - h. Separation of Environments: Production environment is segregated from non-production environments (such as development, test and training environments).
2. Access Controls: Ivalua maintains policies, procedures, and logical controls to manage and monitor personnel with access to Submitted Data.
3. Physical and Environmental Security: Controls are in place to provide reasonable assurance that access to physical servers at the production data center is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.
4. Security Incident Response: Ivalua maintains a security incident response plan that includes procedures to be followed in the event of data security incident.
5. Contingency Planning/Disaster Recovery: Ivalua maintains policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, and natural disaster) that could damage production systems that contain Submitted Data. The disaster recovery plan is reviewed and updated annually. Recovery tests are conducted at least annually (based on the service level purchased by the Customer).
6. Secure Disposal: Tangible property containing Submitted Data is securely disposed.
7. Security Reports: Ivalua retains an external auditor annually to complete the Service Organization Controls 2, Type 2 Report ("SOC 2 Report") (or its substantially equivalent successor) in accordance with Service Organization and Statement on Standards for Attestation Engagements No. 18 Reporting on Controls at a Service Organization ("SSAE 18") as well as in accordance with International Standard on Assurance Engagements No. 3402 Reporting on Controls at a Service

Organization ("ISAE 3402"). Ivalua will provide Customer with a copy of its current SOC 2 Report annually.

8. CONTRACTOR shall undergo the third-party security questionnaire on an annual basis at no cost to the STATE, unless CONTRACTOR has received FedRAMP, StateRAMP, or HiTrust certification. CONTRACTOR shall provide completed questionnaire within twenty-one (21) calendar days, unless otherwise approved by STATE, of receiving a written request. CONTRACTOR shall also undergo the third-party security questionnaire in the event a data security breach has occurred.
9. Monitoring: Ivalua monitors the network and production systems for potential problems.
10. Change and Configuration Management: Ivalua maintains policies and procedures for managing changes to production systems and applications and conducts adequate testing before a change is put into production.

11. SAAS NOTICE

All notices or other communications required under this exhibit must be provided to the following:

STATE - Agency	CONTRACTOR
Tricia Opp	Name: Legal Department
IT Procurement Officer	Title: General Counsel
600 East Boulevard Ave, Dept 012	Address: 805 Veterans Blvd
Bismarck, ND 58505	City, State, Zip: Redwood City, CA, 94063
701.328.1721	Phone: N/A
topp@nd.gov	Email: legal@ivalua.com
STATE – ITD	
GRC Team	
GRC Team	
4201 Normandy Street	
Bismarck, ND 58503	
701-328-4470	
cygrc@nd.gov	

Signature:

Email: sneas@nd.gov

Ivalua - State of ND PA & Exhibits

Final Audit Report

2024-05-24

Created:	2024-05-22
By:	Tricia Opp (topp@nd.gov)
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Transaction ID:	CBJCHBCAABAAYMMn7VrsJ90YZSq8Lb_qVpohy97E2m8L

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2024-05-23 - 9:28:25 PM GMT
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2024-05-23 - 9:32:24 PM GMT
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