

State of Utah Cooperative Contract

PARTICIPATING ADDENDUM

EPROCUREMENT SOLUTIONS AND SERVICES

State of Utah Contract #: PA4420

Master Agreement #: Master Agreement Number 18P 22120900000000000080

Contractor: Periscope Holdings Inc

Participating Entity: **STATE OF UTAH**

Participating Entity Contract #PA4420

Participating Addendum Terms and Conditions:

1. Scope: This addendum covers eProcurement Solutions and Services led by the NASPO for use by state agencies and other entities located in the State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this PA is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.
2. Pricing: The pricing and rates from the Master Agreement shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated.
3. Administrative Fee: Zero (0) percent (0%) and will apply per Section 35 of Attachment A.
4. Contract Effective Dates: This PA is effective upon final signature of both parties, and expires upon the expiration or termination of the NASPO. A contract amendment is not necessary in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.
5. Order of Precedence:
Attachment A: Terms and Conditions for Goods and Services
Attachment B: Master Agreement
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
Utah State Procurement Code, Procurement Rules, and Contractor's response to solicitation #Master Agreement Solicitation Number 202102021.
6. Participation: This NASPO Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Utah, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
8. Orders: Any order placed by an Eligible User for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

State of Utah Cooperative Contract

PARTICIPATING ADDENDUM**EPROCUREMENT SOLUTIONS AND SERVICES**

State of Utah Contract #: PA4420

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

Contractor

Name:	Liz Del Presto
Address:	816 N Congress Ave Austin, TX 78701
Telephone:	267-614-9491
Email:	liz.delpresto@sovera.com
Vendor Number:	VC0000272165
Commodity Codes:	20890007160

State of Utah Division of Purchasing

Name:	State of Utah, Division of Purchasing, Keli Lessing
Address:	4315 South 2700 West Fl 3, Taylorsville, UT 84129-2128
Telephone:	801-957-7167
Email:	klessing@utah.gov

10. ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions will apply to this participating addendum.

ATTACHMENT A: STATE OF UTAH NASPO PA TRUNCATED IT TERMS AND CONDITIONS

Negotiated 1z, 1aa, 1bb, 7, and 36c.

STATE OF UTAH COOPERATIVE IT CONTRACT

This is a State Cooperative Contract for information technology products and services. DTS policies referenced by number in this Attachment are only applicable to the Executive Branch and are available at <https://dts.utah.gov/policies>. All other policies and codes of conduct are available upon request.

1. DEFINITIONS:

- a. "Access to Secure State Facilities, Data, or Technology" means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by State of Utah or Eligible User; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by State of Utah or Eligible User; or (c) have access to or receive any State Data or Confidential Information.
- b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors, or agents of Contractor who need Access to Secure State Facilities, Data, or Technology to enable the Contractor to perform its responsibilities under this Contract.
- c. "Background IP" means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Eligible User.
- d. "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.
- e. "Contract Period" means the term of this Contract, as set forth in the Contract Signature Page(s).
- f. "Contract Signature Page(s)" means the cover page that the Division and Contractor sign.

State of Utah Cooperative Contract

PARTICIPATING ADDENDUM

EPROCUREMENT SOLUTIONS AND SERVICES

State of Utah Contract #: PA4420

- g. "Contractor" means the individual or entity identified on the Contract Signature Page(s). "Contractor" includes Contractor's agents, officers, employees, partners, contractors, and Subcontractors at any level.
- h. "Custom Deliverables" means the product that Contractor is required to design, develop, or customize and deliver to the Eligible User as specifically described under this Contract or an associated statement of work for which all interest and title shall be transferred to and owned by the Eligible User. This includes every invention, design, development, customization, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registrable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor pursuant to this Contract.
- i. "Data Breach" means the unauthorized access or acquisition of State Data that compromises the security, confidentiality, or integrity of State Data.
- j. "Division" means the State of Utah Division of Purchasing.
- k. "DTS" means the Utah Department of Technology Services.
- l. "Eligible User(s)" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
- m. "Federal Criminal Background Check" means a fingerprint-based, nationwide background check conducted and processed by the FBI.
- n. "Federal Data" means all information that originated with a federal entity, including tax information.
- o. "Good" means any deliverable not classified as a Custom Deliverable or Service.
- p. "Intellectual Property Rights" means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.
- q. "Non-Public Data" means records or data that are not subject to distribution to the public. Access is restricted because it includes information that is protected by state or federal law. Non-Public Data includes, but is not limited to, a person's name; government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; or Protected Health Information.
- r. "Procurement Item" means a Good, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State of Utah under this Contract, including software and Software as a Service.
- s. "Protected Health Information" (PHI) is as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its implementing regulations.
- t. "Response" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
- u. "Security Incident" means the attempted unauthorized access to State Data that may result in the use, disclosure, or theft of State Data.
- v. "Services" means the furnishing of labor, time, or effort by Contractor, and may include installation, configuration, implementation, technical support, warranty maintenance, and other support services.
- w. "Solicitation" means an invitation for bids, request for proposals, notice of sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
- x. "Single Sign On" means the authentication and authorization system operated by the State of Utah for accessing resources operated either by the State or a third party on behalf of the State.

State of Utah Cooperative Contract
PARTICIPATING ADDENDUM
EPROCUREMENT SOLUTIONS AND SERVICES
 State of Utah Contract #: PA4420

- y. "X [Software, Platform, Infrastructure, Network, etc.] as a Service (SaaS)" means an application running on a Contractor's or State's cloud infrastructure which is accessible from various client devices through a client interface (e.g. a Web browser, Web-based email, a program interface etc.) For clarity, the State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- z. "State Data" means Data that is possessed by the State of Utah and created, retrieved and controlled, collected and maintained, owned, or in any way originating from or on behalf of the State of Utah, including confidential information, Non-Public Data, and all data that is the output of computer processing or other electronic manipulation of any data created, controlled, maintained, or in any way originating from the State of Utah, regardless of where such data or output is stored or maintained.. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, authorized volunteers, and where applicable, Eligible Users.
- aa. "Subcontractors" includes contractors, manufacturers, distributors, suppliers, or consultants, at any tier, that are under the direct or indirect control or responsibility of Contractor, including a person or entity that is, or will be, providing goods or performing services pursuant to this Contract.
- bb. "Periscope Data" means all data that is submitted to Periscope by a third party and held by Periscope. Said data will expressly NOT be State Data.

2. ESSENTIAL PROVISIONS:

- a. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed solely by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- b. **LAWS:** Contractor and all Goods and Services delivered under this Contract will comply with all applicable federal and state of Utah laws, including applicable licensure and certification requirements.
- c. **SOVEREIGN IMMUNITY:** The Division and the State of Utah do not waive any protection, right, defense or immunity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to 904, as amended, the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then the party bringing the claim shall file it and seek to adjudicate it exclusively within the United States District Court for the District of Utah. This paragraph applies only to a claim brought against DTS or the State of Utah to the extent Congress has abrogated the State of Utah's sovereign immunity. Furthermore, this paragraph is not consent by DTS or the State of Utah to be sued in federal court.
- d. **PUBLIC INFORMATION:** This Contract and any purchase orders, invoices, pricing lists, and the Response are public records available for disclosure in accordance with the State of Utah's Government Records Access and Management Act (GRAMA, Utah Code 63G-2-101 et seq.), except to the extent classified as protected in accordance with UCA 63G-2-309. GRAMA takes precedence over any statements of confidentiality or similar notations. Neither the Division, the Eligible User nor the State of Utah will inform Contractor of any request for a copy of this Contract, including any purchase orders, invoices, pricing lists, or the Response.
- e. **CREDITING THE DIVISION IN PUBLICITY:** Any publicity given to this Contract shall identify the Division as the managing agency and shall not be released without prior written approval from the Division.
- f. **SALES TAX EXEMPTION:** Goods, Custom Deliverables, and Services purchased by some Eligible Users are being paid from that Eligible User's funds and used in the exercise of that Eligible User's essential functions as a State of Utah governmental entity. Any such Eligible Users will provide Contractor with a copy of its sales tax exemption number upon request.
- g. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

State of Utah Cooperative Contract

PARTICIPATING ADDENDUM

EPROCUREMENT SOLUTIONS AND SERVICES

State of Utah Contract #: PA4420

- h. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract, is within the scope/purpose of the Solicitation, and is attached and made part of this Contract. Automatic renewals are prohibited and are deemed void even if listed elsewhere in this Contract.
 - i. **DEBARMENT:** Defer to NASPO MA Terms and Conditions but for the following: If the Contractor cannot certify the statement contained in the NASPO MA Terms and Conditions, attach a written explanation for review by the Lead State.
 - j. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of the Division or Eligible User upon thirty days written notice, if the Division or Eligible User determines that (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects the Division or Eligible User's ability to pay under this Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or an order of the President, the Governor, or Executive Director.
 - k. The Division or Eligible User, as applicable, will reimburse Contractor for the Goods or Services properly ordered and delivered until the effective date of said notice. The Division and Eligible User are not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of the notice.
 - l. **ENTIRE AGREEMENT:** This Contract is the entire agreement between the parties, and supersedes any prior and contemporaneous agreements and understandings between the parties, whether oral or written.
 - m. **WAIVER:** Defer to NASPO MA Terms and Conditions.
 - n. **CHANGES IN SCOPE:** Any changes in the scope of work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of work.
 - o. **TRAVEL COSTS:** Unless otherwise agreed to in the contract, all travel costs associated with the delivery of Services will be paid in accordance with the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the Contractor for correction.
3. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by an Eligible User to Contractor. These records shall be retained by Contractor for at least six (6) years after final payment (per Utah Administrative Code R33-12-605 and Utah Code 78B-2-309), or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor shall allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
- 1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.
 - 2) Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) Contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

State of Utah Cooperative Contract

PARTICIPATING ADDENDUM

EPROCUREMENT SOLUTIONS AND SERVICES

State of Utah Contract #: PA4420

- 3) Contractor's failure to comply with this section will be considered a material breach of this Contract.
- 4) Contractor shall protect, indemnify, and hold harmless the Division, the Eligible Users, and the State of Utah, and anyone that the State of Utah may be liable for, against any claim, damages, or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless written disclosure has been made to the Division.
6. **INDEPENDENT CONTRACTOR:** Defer to NASPO MA Terms and Conditions.
7. **CRIMINAL BACKGROUND SCREENING:** Contractor and/or Subcontractor as the case may be warrants that each of its employee will successfully complete a Federal Criminal Background Check, prior to being granted Access to State Data, or Technology. Contractor and/or Subcontractor further warrants that in the event of an arrest or conviction for a felony or misdemeanor of any employee during the Contract Period such employee's access to State Data, or Technology shall be immediately revoked and the source of the data and the Eligible User will be immediately notified of the arrest or conviction.. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred. (DTS Policy 2000-0014 Background Investigations)
8. **DRUG-FREE WORKPLACE:** Contractor shall abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.
9. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor shall follow and enforce the agency applicable code of conduct. Contractor will ensure that each employee receives a copy of the policies and applicable codes of conduct. (DTS Policy 2000-0001 Code of Conduct, DTS Policy 1000-0003 Acceptable Use of Information Technology Resources)
10. **INDEMNITY AND LIABILITY**
 - a. **Indemnity Clause:** Defer to NASPO MA Terms and Conditions.
 - b. **Governmental Immunity Act:** In accordance with the Constitution of the State of Utah and the Governmental Immunity Act of Utah ("the Act", Utah Code §§63G-7-101 to 904, as amended), the Division and the State of Utah have no liability for the operations, acts, or omissions of the Contractor or any third party. Any indemnity obligations of the Division, Eligible Users, or the State of Utah are subject to the Constitution of the State of Utah and the Act and limited to claims that arise from and to the extent caused by the negligent acts or omissions of the Division or the Eligible Users in the performance of the Division's or the Eligible User's obligations under this Contract.
 - c. **Intellectual Property Indemnification:** Contractor warrants and represents it has full ownership and clear title free of all liens and encumbrances to any Good delivered under this contract. Contractor also warrants that any Good, Custom Deliverable, or Service furnished by Contractor under this Contract, including its use by the Eligible Users in unaltered form, will not infringe any copyrights, patents, trade secrets, or other proprietary rights.

Contractor will release, indemnify, and hold the Division, the Eligible Users, and the State of Utah harmless from liability or damages of any kind or nature, including Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in Contractor's performance of this Contract. Additionally, if such a claim or liability is based upon an allegation that a Good, Custom Deliverable, or Service furnished by Contractor infringes on any right protected by any patent, copyright, trademark, trade secret, and/or proprietary right, Contractor shall indemnify and hold harmless the Division, the Eligible Users, and the State of Utah for any judgments, settlements, costs, and reasonable attorneys' fees resulting from such a claim or liability. Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto; however, the Eligible Users shall have the right, at its option, to participate in the defense of any such action at its own expense without relieving Contractor of any obligation hereunder. If there are any limitations of liability in this Contract, such limitations will not apply to this section.

State of Utah Cooperative Contract

PARTICIPATING ADDENDUM

EPROCUREMENT SOLUTIONS AND SERVICES

State of Utah Contract #: PA4420

- 11. HARDWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM “AS-IS”.**
Defer to NASPO MA Warranty Terms and Conditions.
- 12. SOFTWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM “AS-IS”.**
CONTRACTOR WARRANTS FOR A PERIOD OF **NINETY DAYS** FROM THE DATE OF ACCEPTANCE THAT THE SOFTWARE PORTIONS OF THE GOODS AND CUSTOM DELIVERABLES THAT CONTRACTOR DIRECTLY OR INDIRECTLY PROVIDES WILL: (A) PERFORM IN ACCORDANCE WITH THE SPECIFIC CLAIMS PROVIDED IN THE RESPONSE; (B) BE SUITABLE FOR THE ORDINARY PURPOSES FOR WHICH SUCH GOODS AND CUSTOM DELIVERABLES ARE USED; (C) BE SUITABLE FOR ANY SPECIAL PURPOSES THAT THE ELIGIBLE USER HAS RELIED ON CONTRACTOR'S SKILL OR JUDGMENT TO CONSIDER WHEN IT ADVISED THE STATE ABOUT THE GOODS OR CUSTOM DELIVERABLES; (D) HAVE BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (E) BE FREE OF SIGNIFICANT DEFECTS. CONTRACTOR SHALL PROVIDE THE ELIGIBLE USER WITH BUG FIXES, INCLUDING INFORMING THE ELIGIBLE USERS OF ANY KNOWN SOFTWARE BUGS OR SOFTWARE DEFECTS THAT MAY AFFECT THE STATE'S USE OF THE SOFTWARE.
- 13. WARRANTY REMEDIES:** Defer to Breach of Warranty NASPO MA Terms and Conditions.
- 14. UPDATES AND UPGRADES:** Contractor grants to the Eligible User a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the Contract Period. Upgrades and updates are subject to the terms of this Contract. The Eligible User reserves the right to accept updates and upgrades at its discretion and to determine if such updates comply with the requirements in the Contract scope of work. Contractor shall keep any applicable hardware, software, middleware, and application plugins up to date and in a state of good repair. All patches, critical vulnerabilities, and/or hardware issues must be addressed based on response times by criticality as laid out in the SOW. If the State hosts the solution, then Contractor may request such maintenance from the DTS hosting team.
- 15. BUG FIXING AND REMOTE DIAGNOSTICS:** Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With the Eligible User's prior written authorization, Contractor may perform remote diagnostics to work on reported problems. If the Eligible User declines remote diagnostics, Contractor and the Eligible User may agree to on-site technical support, subject to the terms of the Contract.
- 16. TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is required by the Contract, Contractor will use commercially reasonable efforts to respond to the Eligible User in a reasonable time, and in all events, in accordance with the specific timeframes detailed in the Contract, when the Eligible User makes technical support or maintenance requests.
- 17. PHYSICAL DELIVERY:** Defer to NASPO MA Terms and Conditions but for the following: All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor.
- 18. ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to the Eligible User or provide any Good and Custom Deliverable for download from the Internet, if pre-approved in writing by the Eligible User. Contractor shall ensure the confidentiality of electronic deliveries in transit. Contractor warrants that all electronic deliveries will be free of known malware, bugs, Trojan horses, etc.
- 19. ACCEPTANCE PERIOD:** A Good, Custom Deliverable, or Service furnished under this Contract shall function in accordance with the specifications identified in this Contract and Solicitation. If the Goods and Custom Deliverables delivered do not conform to the specifications identified in this Contract and Solicitation (“Defects”), the Eligible User shall within thirty (30) calendar days of the delivery date (“Acceptance Period”) notify Contractor in writing of the Defects. Upon receiving notice, Contractor shall use reasonable efforts to correct the Defects within fourteen (14) calendar days (“Cure Period”). The Eligible User's acceptance of a Good, Custom Deliverable, or Services occurs at the end of the Acceptance Period or Cure Period, whichever is later.

If after the Cure Period, a Good, Custom Deliverable, or Service still has Defects, then the Eligible User may, at its option: (a) declare Contractor to be in breach and terminate this Contract; (b) demand replacement conforming Goods, Custom Deliverables, or Services from Contractor at no additional cost to the Eligible User; or (c) continue the Cure Period for an additional time period agreed upon by the Eligible User and Contractor in writing. Contractor

State of Utah Cooperative Contract

PARTICIPATING ADDENDUM**EPROCUREMENT SOLUTIONS AND SERVICES**

State of Utah Contract #: PA4420

shall pay all costs related to the preparation and shipping of the replacement products. No products shall be deemed accepted and no invoices shall be paid until acceptance. The warranty period will begin upon the end of the Acceptance Period.

- 20. SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given access to State Data, the protection of State Data shall be an integral part of the business activities of Contractor, and Contractor shall ensure that there is no inappropriate or unauthorized use of State Data. Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. The Eligible User reserves the right to verify Contractor's adherence to the following conditions to ensure they are met:
- a. **Network Security:** Contractor shall maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor shall maintain network security and ensure that Contractor network security policies conform to one of the following:
 - 1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy*;
 - 2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>; or
 - 3) Any generally recognized comparable standard that Contractor then applies to its own network and pre-approved by the Eligible User in writing.
 - b. **State Data Security:** Contractor shall protect and maintain the security of State Data with protection that is at least as good as or better than that maintained by the State of Utah which will be provided by an Eligible User upon Contractor's request (*DTS Policy 5000-0002*). These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). Data access must incorporate the principles of test privilege and be physically and technologically controlled. The Eligible User reserves the right to determine if Contractor's level of protection meets the Eligible User's security requirements.
 - c. **State Data Transmission:** Contractor shall ensure all transmission or exchange of system application data with the Eligible User and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).
 - d. **State Data Storage:** All State Data will be stored and maintained in data centers in the United States. No State Data will be processed on or transferred to any portable or laptop computing device or portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process.
 - e. **Access:** Contractor shall permit its employees and Subcontractors to remotely access non-State Data only as required to provide technical support.
 - f. **State Data Encryption:** Contractor shall store all data provided to Contractor, including State, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all data as part of a designated backup and recovery process.
 - g. **Authentication:** Any portable or laptop computer that has access to the Eligible User's or State of Utah networks, or stores any Eligible User data shall be equipped with strong and secure password protection. All systems that require authentication must use the Single Sign On solution operated by the State of Utah. This may be accomplished through federation using standard authentication protocols or direct integration into the vendor supplied application. If the Goods or Services, or both, are to be accessed or used by both Internal (state employees, contractors, etc.) and External (public, etc.) users, then the Goods and Services must be able to be integrated with multiple identity providers at the same time.
 - h. **Confidential Information Certification:** Contractor shall sign a Confidential Information Certification form prior to being given access to confidential computerized records.
 - i. **State Data Re-Use:** All data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. No State Data of any kind may be transmitted, exchanged, or provided to other contractors or third parties except on a case-by-case basis as specifically agreed to in writing by the Eligible User.

State of Utah Cooperative Contract
PARTICIPATING ADDENDUM
EPROCUREMENT SOLUTIONS AND SERVICES
 State of Utah Contract #: PA4420

- j. **State Data Destruction:** No sooner than 60 days but no later than 90 days following the expiration or termination of this Contract, and only after ensuring compliance with Section 32 (Ownership, Protection, and Return of Documents and Data) of this Attachment A, Contractor shall erase, destroy, and render unreadable all State Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the Eligible User, whichever shall come first, unless the Eligible User provides Contractor with a written directive. The Eligible User's written directive may require that certain data be preserved in accordance with applicable law.
 - k. **Services Shall Be Performed Within the United States:** ALL OF THE SERVICES RELATED TO STATE DATA SHALL BE PERFORMED WITHIN THE BORDERS AND JURISDICTION OF THE UNITED STATES.
 - l. **User Support:** Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.
 - m. **Federal Data Protection:** Contractor shall store all Federal Data in a manner that, at all times, is physically and electronically secure from access by unauthorized persons. Contractor shall employ both physical and technological barriers to prevent unauthorized retrieval of Federal Data via computer, remote terminal, or other means. Federal Data must be subject to separation-of-duties protocols and provided only to those with a need to know.
 - 1) Contractor shall store each query for Federal Data in Contractor's system (including read-only and system access events that do not result in a change to data or a new transaction) as a separate record, not overlaid by subsequent records. All viewing of Federal Data must be recorded by a fully-automated audit trail system, which can be via an online query, automated report, batch processing, or any other logical means. Access to the audit file must be restricted to authorized users with a need to know and be maintained for a minimum of three years or the amount of time required by a federal agency, whichever is greater.
 - 2) Contractor shall delete, purge, destroy, or return to the State of Utah all Federal Data upon termination of the Contract with no output retained by Contractor. If immediate purging is not possible, Contractor shall certify that any Federal Data in physical or electronic storage will remain safeguarded to prevent unauthorized disclosure. Contractor agrees to abide by all relevant federal laws, restrictions on access, use, disclosure, and security requirements in the State's data exchange agreement with the social security administration, including receipt of security awareness training by Contractor's employees who have access to Federal Data through this Contract. Contractor shall permit the State to conduct, at least once every three years and upon prior notice, a review to verify that the Contract is in compliance with the State's agreement with the social security administration.
 - 3) Federal Data may be used only for the purpose of carrying out the provisions of the Contract. Federal Data must be treated as confidential and may not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract.
 - 4) All computer systems receiving, processing, storing, or transmitting Federal Data must meet the requirements set forth by the applicable federal agency.
- 21. SECURITY INCIDENT OR DATA BREACH NOTIFICATION:** Contractor shall immediately inform the Eligible User of any Security Incident or Data Breach. It is within the Eligible User's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.
- a. **Incident Response:** Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the Eligible User should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.
 - b. **Security Incident Reporting Requirements:** Contractor shall promptly report a Security Incident to the Eligible User.
 - c. **Breach Reporting Requirements:** As required by Utah Code 13-44-202 or any other law, Contractor shall immediately notify the Eligible User of a Data Breach that affects the security of State Data.

State of Utah Cooperative Contract
PARTICIPATING ADDENDUM
EPROCUREMENT SOLUTIONS AND SERVICES
 State of Utah Contract #: PA4420

22. DATA BREACH. In the event of a data breach, liability for notification, remedial costs, and damages are the responsibility of the Party whose environment was breached.

23. DATA BREACH RESPONSIBILITIES: Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification (*DTS Policy 5000-0002 Enterprise Information Security Policy*). In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the Eligible User by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the Eligible User. Contractor is responsible for all notification and remedial costs and damages.

24. STATE INFORMATION TECHNOLOGY POLICIES: If Contractor is providing an Executive Branch Agency of the State of Utah with Goods or Custom Deliverables, Contractor shall comply with policies and procedures that meet or exceed those DTS follows for internally developed goods and deliverables to minimize security risk, ensure applicable Utah and Federal laws are followed, address issues with accessibility and mobile device access, and prevent outages and data breaches within the State of Utah's environment. Contractor shall comply with the following DTS Policies:

- a. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy:** A Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable Utah and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.
- b. **DTS policy 4000-0002, Enterprise Password Standards Policy:** A Contractor developing software for the State must ensure it complies with the password requirements of the Enterprise Password Standards Policy.
- c. **DTS Policy 4000-0003, Software Development Life Cycle Policy:** A Contractor developing software for the State shall work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.
- d. **DTS Policy 4000-0004, Change Management Policy:** Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Any outages or Data Breaches which are a result of Contractor's failure to comply with DTS instructions and policies will result in Contractor's liability for all damages resulting from or associated with the outage or Data Breach.

25. CONFIDENTIALITY: This section does not apply to records where disclosure is regulated under Federal or State laws.

GRAMA applies only to records, therefore if information (other than Non-Public Data, Public Health Information, or State Data) is disclosed orally by either party which either party wishes to remain confidential, then each party shall adhere to the following:

Each party will: (a) limit disclosure of any such information to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the information and of the obligations set forth in this Contract and require such Authorized Persons to keep the information confidential; (c) shall keep all information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any such information received by it to any third parties, except as otherwise agreed to in writing by the disclosing party. Each party will notify the other of any misuse or misappropriation of such information that comes to said party's attention.

This duty of confidentiality shall be ongoing and survive the Contract Period.

26. Reserved

State of Utah Cooperative Contract

PARTICIPATING ADDENDUM

EPROCUREMENT SOLUTIONS AND SERVICES

State of Utah Contract #: PA4420

- 27. OWNERSHIP IN INTELLECTUAL PROPERTY:** The Parties recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name, logo, or intellectual property owned or licensed by the other. The Parties shall not, without the prior written consent of the other or as authorized in this Contract, use the name, logo, or intellectual property owned or licensed by the other.
- 28. OWNERSHIP IN CUSTOM DELIVERABLES:** Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Custom Deliverable. Contractor conveys the ownership in Custom Deliverables as defined in this Attachment A to the Eligible User. All intellectual property rights, title and interest in the Custom Deliverables shall transfer to the Eligible User, subject to the following:
- a. Contractor has received payment for the Custom Deliverables,
 - b. Each party will retain all rights to Background IP, even if embedded in the Custom Deliverables.
 - c. Custom Deliverables, excluding Contractor's Background IP may not be marketed or distributed without written approval by the Eligible User.
- Contractor shall grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP as defined above, solely for the Eligible User to use the Custom Deliverables.
- 29. LICENSE FOR GOODS:** For the Goods delivered that include Contractor's scripts and code and are not considered Custom Deliverables, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and, without the right to sublicense, for the Eligible User's internal business operation under this Contract
- 30. OWNERSHIP, PROTECTION, AND USE OF RECORDS:** The Eligible User shall own exclusive title to all information and data gathered, reports developed, and conclusions reached by the Eligible User in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached by the Eligible User in performance of this Contract without the express written consent of the Eligible User. This includes information in anonymized or aggregated formats.
- 31. OWNERSHIP, PROTECTION, AND USE OF DATA:** The Eligible User shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by Contractor under this Contract. Contractor, and any Subcontractors under its control, expressly agrees not to use Non-Public Data without prior written permission from the Eligible User.
- 32. OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, UTAH, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** In the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor shall hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the Eligible User.
- 33. OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:** All documents and data pertaining to work required by this Contract will be the property of the Eligible User, and must be delivered to the Eligible User upon its request at any time during the Contract Period, as well as within thirty (30) working days after termination or expiration of this Contract, and without restriction or limitation to their future use. Any State Data returned under this section must either be in the format as originally provided, in a format that is readily usable by the Eligible User, or formatted in a way that it can be used. The Contractor shall pay the costs for returning documents and data to the Eligible User except as specified in this Contract.
- 34. ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days after shipment or delivery of goods or services, with the exclusion of end of fiscal year invoicing for Executive Branch Agencies) to the appropriate Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this

State of Utah Cooperative Contract

PARTICIPATING ADDENDUM**EPROCUREMENT SOLUTIONS AND SERVICES**

State of Utah Contract #: PA4420

Contract. The prices paid by the Eligible User shall not exceed prices listed in this Contract. The Eligible User shall adjust or return any invoice reflecting incorrect pricing. For Executive Branch Agencies, Contractor must send all invoices no later than July 10, or the last working day prior, to the State for all work completed or items received during the State's fiscal year of July 1-June 30.

35. PAYMENT AND NOTICE:

- a. Payments will be made within thirty (30) days from the date a correct invoice is received. For Executive Branch Agencies, a correct invoice will contain the contract and purchase order numbers as indicated in Section 33. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to the interest rate paid by the IRS on refund claims, plus two percent, computed in accordance with Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended.
- b. The contract costs may be changed only by written amendment. All payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card). Eligible Users will not pay electronic payment fees of any kind.
- c. Any written protest of the final contract payment must be filed with the Eligible User within ten (10) working days of receipt of final payment. If no protest is received, the Eligible User, the Division, and the State of Utah are released from all claims and all liability to Contractor for fees and costs pursuant to this Contract.
- d. Overpayment: If during or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible User to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible User any such overpayments.

36. CONTRACTOR'S INSURANCE RESPONSIBILITY: The Contractor shall maintain the following insurance coverage:

- a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Non-Owned automobile liability insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. If the Procurement Item is Software as a Service, Cyber Security Coverage from an insurance company that meet or exceeds industry standards. The insurance policy must cover data breach and privacy/cyber liability including technology errors and omissions and professional liability. The limits may not be less than \$5,000,000.00 aggregate.
- e. Other insurance policies specified in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence. Failure to provide proof of insurance as required will be deemed a material breach of this Contract.

Contractor's failure to maintain this insurance requirement for the Contract Period will be grounds for immediate termination.

37. ADDITIONAL INSURANCE REQUIREMENTS:

- a. Professional liability insurance in the amount as described in the Solicitation for this Contract, if applicable.
- b. Any other insurance policies described or referenced in the Solicitation for this Contract.

State of Utah Cooperative Contract

PARTICIPATING ADDENDUM

EPROCUREMENT SOLUTIONS AND SERVICES

State of Utah Contract #: PA4420

- c. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any federal, Utah, or local statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.
 - d. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Contractor must provide proof of the above listed policies within thirty (30) days of being awarded this Contract.
- 38. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Division.
- 39. TERMINATION:** Defer to NASPO MA Terms and Conditions but for the following: If the Contractor cannot certify the statement contained in the NASPO MA Terms and Conditions, attach a written explanation for review by the Lead State.
- 40. TERMINATION UPON DEFAULT:** In the event this Contract is terminated for default by Contractor, the Division may procure Goods, Custom Deliverables, or Services similar to those terminated, and Contractor shall be liable to the Division for any and all cover costs and damages.
- 41. SUSPENSION OF WORK:** The Division may suspend Contractor's responsibilities under this Contract without terminating this Contract by issuing a written notice. Contractor's responsibilities may then be reinstated upon written notice from the Division.
- 42. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract for nonperformance of contractual requirements or a material breach of any term or condition of this Contract. The Division will issue a written notice of default and may provide a fourteen (14) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the Division may exercise any remedy provided by law; terminate this Contract and any related contracts or portions thereof; (c) impose liquidated damages, if liquidated damages are listed in the contract; (d) suspend or debar Contractor from receiving future solicitations; or (e) demand a full refund of the Goods, Custom Deliverables, or Services furnished by Contractor that are defective or Services that were inadequately performed.
- 43. FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond that party's reasonable control. The Division may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract.
- 44. CONFLICT OF TERMS:** Contractor terms and conditions must be attached to this Contract. No other terms and conditions will apply to this Contract, including terms listed or referenced on a Contractor's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence is: (a) This Attachment A; (b) the Division's Contract Signature Page(s); (c) State of Utah's Additional Terms and Conditions, if any; and (d) Contractor Terms and Conditions, if any. Attachment A will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.
- 45. SURVIVORSHIP:** The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of State Data; (c) Data Breach Responsibilities; (d) Ownership in Custom Deliverables; (e) Ownership, Protection, and Use of Records, including Residuals of such records; and (f) Ownership, Protection, and Use of Confidential Federal, Utah, or Local Government Internal Business Processes, including residuals of such confidential business processes; (g) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; (i) Conflict of Terms; and (j) any other terms that by their nature would survive the expiration, completion, or termination of this contract.
- 46. RELEVANT STATE AND FEDERAL LAWS**
- a. **Conflict of Interest with State Employees:** Contractor shall comply and cooperate in good faith with all conflict of interest and ethic laws, including Section 63G-6a-2404, Utah Procurement Code, as amended.

State of Utah Cooperative Contract
PARTICIPATING ADDENDUM
EPROCUREMENT SOLUTIONS AND SERVICES
 State of Utah Contract #: PA4420

- b. **Procurement Ethics:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6a-2304.5, Utah Procurement Code, as amended).
- c. **Contact Information:** Per Utah Code §§63G-6a-110 and 35A-2-203, the State shall make Contractor's contact information available to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may post information regarding Contractor's job vacancies on its website.
- d. **Employment Practices:** Contractor shall abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the work place. Contractor shall abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.
- e. **Compliance with Accessibility Standards:** Contractor shall comply with the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractor shall comply with Utah Administrative Code R895-14-3(3), which states that contractors developing new websites or applications for State agencies are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency. Contractor shall comply with Utah Administrative Code R895-14-4(2), which states that contractors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents.

47. RIGHT TO MONITOR PERFORMANCE AND AUDIT

- a. **Audit:** Contractor shall, upon written notification permit the Division, or a third party designated by the Division, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist the Division or its designee in completing such assessment. Upon request, Contractor shall provide the results of any audit performed by or on behalf of Contractor that would assist the Division or its designee in confirming Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards.
- b. **Monitor Performance:** The Division and Eligible Users reserve the right to monitor Contractor's performance, perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. This includes Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

48. TIME IS OF THE ESSENCE: The Services shall be completed and Goods and Custom Deliverables delivered by any applicable deadline stated in this Contract. Time is of the essence.

49. STANDARD OF CARE: For Services of Contractor which require licenses and certifications, such Services shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

50. LARGE VOLUME DISCOUNT PRICING: Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

State of Utah Cooperative Contract
PARTICIPATING ADDENDUM
EPROCUREMENT SOLUTIONS AND SERVICES
 State of Utah Contract #: PA4420

- 51. ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract.
- 52. INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
- 53. QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
- 54. ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
- 55. REPORTS AND FEES:**
- a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
 - b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.
 - c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31
 - d. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
- 56. Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
- 57. ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
- 58. END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
- 59. COMPLIANCE WITH NIST 800.53** If Contractor is developing software for the State or providing Goods or Custom

State of Utah Cooperative Contract

PARTICIPATING ADDENDUM**EPROCUREMENT SOLUTIONS AND SERVICES**State of Utah Contract #: PA4420

Deliverables or performing Services which have the potential to cause any form of outage or to modify any State of Utah infrastructure, Contractor shall comply with current standards set forth and maintained by the National Institute of Standards and Technology, NIST 800-53 or ISO 27001 and/or FedRamp for cloud solutions, as applicable.

59. USE OF AI OR STATE SUB DOMAIN: Contractor must inform the Eligible Users of any generative Artificial Intelligence ("AI") in the Goods or Services being contracted for prior to providing those Goods or Services to the State. Additionally, Utilization of generative AI in the creation of Goods and Services impacting the State's Intellectual Property Rights shall include annotations sufficient to comply with DTS POLICY 4000-0008 Enterprise Generative AI Policy. Contractor is prohibited from using Eligible Users materials or data in generative AI queries without prior written permission from the Eligible User, as well as from building or training proprietary generative AI programs. Contractor attests that its AI models use only properly licensed material. Should Contract be found in violation of this requirement, Contractor shall fully indemnify and defend Eligible Users from all claims related thereto. Furthermore, should Contractor learn that Eligible Users materials or Data has been used in generative AI queries without permission from the Eligible User, Contractor shall immediately notify the Eligible Users of the use and cover the full expense of any remediation.

b. Contractor shall support usage of a utah.gov subdomain according to R895-4 for Goods and Services that will be made available to non-state users.

60. **PUBLICITY and WEBSITE BRANDING:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. Contractor shall only use the approved executive branch agency, and/or State of Utah logo on websites produced under terms of this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.

61. **Training, TEST, AND PRODUCTION ENVIRONMENTS:** If Goods or Services under this Contract are Contractor-hosted, the Contractor shall include three environments throughout the term of the Contract: a training, test, and production environment. Regular refreshes to the application will be provided according to the regular SaaS release process of the Contractor. Customer configurations in the application are maintained as part of any application update. The cost to configure and maintain these environments is included in the Contract price and will not be charged beyond the amount noted on the Contract Cover Page.

a. If a development or test region is promoted to production, that region must have all of the required security and privacy controls and audit requirements prior to promotion.

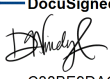
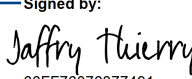
b. If the application cannot perform a production refresh after the application is live, then a secondary environment for testing must be created by Contractor.

c. If the Contractor receives written approval by the State of Utah, not to provide the three separate environments required by the first paragraph of this section 61, then Contractor shall configure the production environment with dummy or test accounts that have the ability to go through the full application process without causing or creating data or cost discrepancies. Additionally, a device or mechanism, such as a feature flag/banner announcement to call out new features to the user, or canary releases to allow for gradual release to smaller sets of users, must be included. Logging must be enabled in order to identify and diagnose issues and to fulfill audit and regulatory requirements, including security frameworks such as NIST and OWASP. A/B testing, automated testing, and incremental rollouts must also be considered and clarified in lettered additions to this Section 16 (e.g. "d," "e," etc.). A way of communicating upcoming changes via notification, alerts, emails, and updates must be available. Contractor shall make clearly defined fallback strategies and rollback plans available prior to any code promotion.

(Revision Date: 10/1/2024)

State of Utah Cooperative Contract
PARTICIPATING ADDENDUM
EPROCUREMENT SOLUTIONS AND SERVICES
State of Utah Contract #: PA4420

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

Participating Entity: State of Utah	Contractor: Periscope Holdings Inc
Signature: DocuSigned by:  G38BE9DAC528424...	Signature: Signed by:  66FF76076377491...
Name: Windy Aphayrath	Name: Jaffry Thierry
Title: Chief Procurement Officer	Title: Chief Growth Officer
Date: 1/29/2025	Date: 1/28/2025

SEE ATTACHMENT B FOR MASTER AGREEMENT

NEW

The Seal of the State of Maine is depicted. It features a central shield with a moose standing in a forest. Above the shield is a crest with a star and the word "DIRIGO" on a banner. To the left of the shield stands a fisherman with a large fish, and to the right stands a sailor with an anchor. Below the shield is a banner with the word "MAINE".

Expiration Date: 12/31/27

Buyer Information

ext.

Michelle Fournier

207-592-8197

ext.

Michelle.Fournier@maine.gov

Michelle Fournier

207-592-8197

ext.

Michelle.Fournier@maine.gov

Agreement Reporting Categories

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000072342

Vendor Name

PERISCOPE HOLDINGS INC

Alias/DBA

Vendor Address Information

816 N CONGRESS AVE

SUITE 1400

AUSTIN, TX 78701

US

Vendor Contact Information

JASON SANCHEZ
512-717-6149 ext.
ACCOUNTING@PERISCOPEHOLDINGS.COM

Commodity Information

Vendor Line #: 1
Vendor Name: PERISCOPE HOLDINGS INC
Commodity Line #: 1
Commodity Code: 20871
Commodity Description: eProcurement Solutions and Services
Commodity Specifications: Master Agreement awarded to Periscope Holdings Inc for eProcurement Solutions and Services, category(ies) awarded can be found in Attachment B: Scope of Work, through the NASPO ValuePoint cooperative purchasing program for the benefit of eligible entities. Initial agreement term is 5 years, with the option to extend to12/31/32.
Commodity Extended Description: Master Agreement pricing can be found in Attachment C. Pricing Projections do not limit a consumer's ability to negotiate lower pricing. Listed prices are to act as a maximum amount for any State or Agency that enters into an agreement with the vendor for the aforementioned services.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	12/13/22	12/31/27
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:

David Morris

12/16/2022

2A644AF5681F482...

Signature

Date

David Morse, Acting Chief Procurement Officer

Periscope Holdings Inc

DocuSigned by:

Mark Eigenbauer

12/15/2022

CAE28A4BDD4A46F...

Signature

Date

Mark Eigenbauer, President eProcurement

State of Maine - Department of Administrative and Financial Services

DocuSigned by:

Frederick Brittain

12/16/2022

052B9AC7F56A489...

Signature

Date

Frederick Brittain, Chief Information Officer

Master Agreement Number 18P 22120900000000000080

for
ePROCUREMENT SOLUTIONS AND SERVICES
between
the State of Maine
and
Periscope Holdings

This Master Agreement is entered into by the State of Maine ("Lead State") and the following contractor (each a "Party" and collectively the "Parties") as a result of Solicitation Number RFP 202102021 (the "RFP") for the purpose of providing eProcurement Solutions and Services, limited to the category(ies) awarded to Contractor identified in Attachment B: Scope of Work, through the NASPO ValuePoint cooperative purchasing program:

Periscope Holdings ("Contractor")
5000 Plaza on the Lake, Ste. 100
Austin, Texas 78746

MASTER AGREEMENT CONTACTS.

Contractor's contact for this Master Agreement is:

Brittany Parker
VP of Sales
bparker@periscopeholdings.com
(512)-922-8810

Lead State's contact for this Master Agreement is:

Connor Smith
Procurement Analyst
connor.smith@maine.gov
(207) 441-7695

TERM. This Master Agreement is effective as of the date of the last signature below or 12-13-2022, whichever is later, and will terminate on 12-31-2027 unless terminated sooner or extended or renewed in accordance with the terms set forth herein. Renewals totaling up to five (5) years following the initial term may be exercised upon mutual agreement by the Parties.

ATTACHMENTS. This Master Agreement includes the following documents, in descending order of precedence:

- I. Attachments
 - A. Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions
 - B. Attachment B: Scope of Work
 - C. Attachment C: Master Agreement Pricing
- II. Incorporated by referenced but not attached
 - D. The [RFP](#), including the [Requirements Traceability Matrix](#)
 - E. [Contractor's response to the RFP](#), as revised (if permitted) and accepted by the Lead State

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



SIGNATURE. The undersigned for each Party represents and warrants that this Master Agreement is a valid and legal agreement binding on the Party and enforceable in accordance with the Master Agreement's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Master Agreement and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement.

CONTRACTOR:

DocuSigned by:

CAE28A4BDD4A46F...
Signature
Mark Eigenbauer

Printed Name
President

Title
12/15/2022

Date

LEAD STATE:

DocuSigned by:

2A644AF5681F482...
Signature
David Morris

Printed Name
Acting Chief Procurement Officer

Title
12/16/2022

Date

LEAD STATE CIO APPROVAL:

DocuSigned by:

052B9AC7F56A489...
Signature
Frederick Brittain

Printed Name
Chief Info. Officer

Title
12/16/2022

Date

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



**Attachment A:
NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS**

I. Definitions

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for five (5) years. The term of this Master Agreement may be amended beyond the initial term for five (5) additional years at the Lead State's discretion and by mutual agreement of the Lead State and Contractor and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
 - 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
 - 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least sixty (60) days prior to the effective date.
 - 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
 - 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have an initial delivery date or beginning performance date up to 120 days past the then-current termination date of this Master Agreement. Performance under an Order must be completed no later than (3) years following the termination date of this Master Agreement.
 - 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
 - 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.
 - 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

- 7.6.1** The services or supplies being delivered;
- 7.6.2** A shipping address and other delivery requirements, if any;
- 7.6.3** A billing address;
- 7.6.4** Purchasing Entity contact information;
- 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
- 7.6.6** A not-to-exceed total for the products or services being ordered; and
- 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Reserved

IX. Inspection and Acceptance

9.1 Laws and Regulations. Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 Inspection. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have thirty (30) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, and (d) the Product is designed and manufactured in a commercially reasonable manner.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made applicable to periods when Product breached the Warranty.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Contractor shall own and retain all right, title and interest in and to (i) the Products and the Services and all improvements, enhancements or modifications thereto, (ii) any software, tool, diagram, or other resource provided by Contractor and used by Purchasing Entity to access, interpret, or organize Purchasing Entity data, (iii) any software, applications, inventions or other technology developed by Contractor in connection with the Services, and (iv) all intellectual property rights and proprietary rights in any of the foregoing (collectively, "Services IP"). To the extent NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities acquire any right, title or interest in any Services IP, Purchasing Entity hereby assigns all of its right, title and interest in such Service IP to Contractor.
- 11.2 Embedded Software.** Transfer of title to the Product, if applicable, must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property. Purchasing Entity will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Product and Services or any software, documentation or data related to the Product and Services ("Software"); (ii) modify, translate, or create derivative works based on a Product, Service or any Software; (iii) use a Product or Service or any Software for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any Software or a Product or Service in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Software or Product or Service. For the avoidance of doubt, Products, Services and Software, including all user-visible aspects thereof are the Confidential Information of Contractor, and Purchasing Entity will comply with this section with respect thereto. Purchasing Entity shall use, and will ensure that all authorized users use, each Product, Service and Software in full compliance with this Agreement and Contractor's end-user terms of use, if applicable. Contractor may suspend Purchasing Entity's account and access to Products and Services and performance of the Services with 30 days' notice if Contractor believes that Purchasing Entity is in violation of this Agreement. Although Contractor has no obligation to monitor Purchasing Entity's use of the Products and Services Contractor may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 12.2.1.4** reasonably expected to be used in combination with the Product.
 - 12.2.2** The foregoing obligations do not apply either with respect to portions or components of any Product or Service (i) made in whole or in part in accordance with Purchasing Entity specifications, (ii) that are modified after delivery, or granting of access by Contractor, (iii) where Purchasing Entity continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (iv) where Purchasing Entity's use of the Products and Services violates the terms of this Master Agreement.
 - 12.2.3** If, due to a claim of infringement, a Product or Service is held by a court of competent jurisdiction to be or is believed by Contractor to be infringing, Contractor may, at its option and expense (a) replace or modify such Product or Service to be non-infringing; provided, that such modification or replacement contains substantially similar features and functionality, (b) obtain for Purchasing Entity a license to continue using such Product or Service, or (c) if neither of the foregoing is commercially practicable, terminate the portion of the Order that includes the infringing Product or Service, and Purchasing Entity's rights thereto, and provide Purchasing Entity a refund of any amounts paid by Purchasing Entity for the Product or Service.
 - 12.2.4** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
 - 12.2.5** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.6 Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

12.3 Limitation of Liability.

12.3.1 AS BETWEEN EACH TWO PARTIES UNDER THIS AGREEMENT, IN NO EVENT SHALL:

12.3.1.1 EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE GREATER OF THE TOTAL FEES PAID OR OWED BY ONE PARTY TOWARDS THE OTHER PARTY HEREUNDER DURING THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT) AND \$1 MILLION; AND

12.3.1.2 ANY PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12.3.2 The foregoing limitation of liability shall not apply to claims that are subject to this Master Agreement's general indemnification and intellectual property indemnification obligations. Nothing in Section 12.3 shall prohibit a Participating Entity or Purchasing Entity from imposing liquidated damages, subject to the limitations set forth in Section 12.3.1.1, if agreed to by the Participating Entity and Contractor in the applicable Participating Addendum or by the Purchasing Entity and Contractor in an Order.

XIII. Insurance

13.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



- 14.1.2.1** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State. Notwithstanding the foregoing, Contractor may assign the Master Agreement in its entirety (including all Participating Addendum and Purchase Orders) without consent to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as: (i) the assignee agrees to be bound by all of the terms of the Master Agreement; (ii) the Contractor and the assignee, as applicable, provide written notice of the assignment to the Lead State, Participating Entities, and Purchasing Entities as soon as practicable but no later than 48 hours after the assignment is completed; and (iii) Contractor and the assignee cooperate with the Lead State, Participating Entities, and Purchasing Entities to promptly execute any amendment required to document the assignment as it applies to this Master Agreement, Participating Addenda, and Orders.

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



- 14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.
- 14.4** **Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.
- 14.5** **Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 14.6** **Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- 14.7** **Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8** **Defaults and Remedies**
- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
 - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Contractor, Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Contractor, Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Contractor, Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Reserved.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



**Attachment B:
SCOPE OF WORK**

I. Overview

This Master Agreement is executed by the Lead State in collaboration with the NASPO ValuePoint cooperative purchasing program for the benefit of eligible entities, including state departments, institutions, agencies, and political subdivisions, federally recognized tribes, and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories. This and other Master Agreements in the eProcurement Solutions and Services portfolio are intended to provide a diverse menu of solutions and services within multiple purchasing models.

II. Awarded Scope

Contractor has been awarded the following categories and combination(s) of software solutions(s) and/or services, to which the scope of this Master Agreement is limited:

	Software System	Service Provider
Category 1: Software & Services		
Full Solution	Periscope ePro	Periscope Holdings
Category 2: Software & Services by Workstream		
Supplier Portal	Periscope ePro	Periscope Holdings
Supplier Enablement	Periscope ePro	Periscope Holdings
Buyer Portal	Periscope ePro	Periscope Holdings
Need Identification	Periscope ePro	Periscope Holdings
Request through Pay	Periscope ePro	Periscope Holdings
Catalog Capability	Periscope ePro	Periscope Holdings
Sourcing/Bid Management	Periscope ePro	Periscope Holdings
Contract Management	Periscope ePro	Periscope Holdings
Vendor Performance	Periscope ePro	Periscope Holdings
Purchasing/Data Analytics	Periscope ePro	Periscope Holdings
Category 3: Software Only by Workstream		
Supplier Portal		
Supplier Enablement		
Buyer Portal		
Need Identification		
Request through Pay		
Catalog Capability		
Sourcing/Bid Management		
Contract Management		
Vendor Performance		
Purchasing/Data Analytics		
Category 4: Services Only (software system(s) serviced in parentheses)		
Implementation Services		

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



Managed Services		
------------------	--	--

III. Category Descriptions

This section briefly describes the scope of each category awarded to Contractor. Contractor may or may not offer all products and services described in each category. The Products and Services offered by Contractor within each category are identified and described in Contractor's response to the RFP. All Products and Services shall comply with the requirements set forth in the RFP and in this Master Agreement and shall perform as required in the RFP and this Master Agreement and as represented in Contractor's response to the RFP. Participating Addenda may include Contractor's Products and Services in whole or in part and may specify additional Participating Entity-specific requirements.

- 3.1 Category 1: Full Solution.** Implementation of a comprehensive eProcurement Solution, including all workstreams and services described in Sections IV and V and meeting the requirements detailed in the RFP and in the Requirements Traceability Matrix, including licensing and maintenance, implementation and deployment, and ongoing operations and support. This category includes both software and services.
- 3.2 Category 2: Individual Workstream Implementation.** Implementation of eProcurement functionality for one or more workstreams and services described in Sections IV and V and meeting the requirements detailed in the RFP and in the applicable sections of the Requirements Traceability Matrix, including licensing and maintenance, implementation and deployment, and ongoing operations and support. This category includes both software and services.
- 3.3 Category 3: eSoftware Only.** Provision of an eProcurement software solution for one or more workstreams described in Section IV and meeting the requirements detailed in the RFP and in the applicable sections of the Requirements Traceability Matrix, including licensing and maintenance. This category excludes services.
- 3.4 Category 4: Services Only.** Provision of one or more services described and meeting the requirements in Section V and meeting the requirements detailed in the RFP and the applicable sections of the Requirements Traceability Matrix, including implementation and deployment and ongoing operations and support. This category excludes software.

IV. Workstream Descriptions

This section briefly describes each workstream included in the categories described in Section III. Contractor may or may not offer all products and services described in each workstream. The Products and Services offered by Contractor within each workstream are identified and described in Contractor's response to the RFP. All Products and Services shall comply with the requirements set forth in the RFP and in this Master Agreement and shall perform as required in the RFP and this Master Agreement and as represented in Contractor's response to the RFP. Participating Addenda may include Contractor's Products and Services in whole or in part and may specify additional Participating Entity-specific requirements.

4.1 Supplier Portal

- 4.1.1** The Supplier Portal functionality must provide a single point of entry 'front door' that includes all supplier facing functions for the electronic procurement solution with the ability to also incorporate access to other applications or services such as certifications, invoicing and online interactions with the Participating Entity or Purchasing Entity. The Supplier Portal functionality must deliver valuable content upon logging in and be personalized to the supplier and the supplier user logged into the system.

4.2 Supplier Enablement/Management

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



- 4.2.1 The Supplier Enablement/Management component, in conjunction with the Supplier Portal, must support all procurement activities and provide suppliers the ability to establish and maintain an account defining who they are and what they sell along with other key data elements required by the Participating Entity or Purchasing Entity to procure from and pay the supplier. Suppliers will use this account to access all relevant electronic procurement and financial functionalities such as solicitations, solicitation response, order receipts, contract awards, load sales reports, and submit invoices.
 - 4.2.2 This functionality should also provide capabilities to establish and maintain pre-qualified suppliers lists for bidding on specific categories of goods/services.
 - 4.2.3 Integration may be required with the Participating Entity or Purchasing Entity finance system to establish and maintain supplier payee records needed for accounts payable (A/P) processing.
- 4.3 **Buyer Portal**
 - 4.3.1 The Buyer Portal component of the system must provide functionality that acts as a personalized single point of entry ("front door") to initiate the full life cycle of procurement activities for Participating Entity and Purchasing Entity users. The Buyer Portal must deliver valuable content unique to the user once logged in.
- 4.4 **Need Identification**
 - 4.4.1 The Need Identification component of the system provides functionality for a user to initiate any type of procurement action with configurable business rules to support Purchasing Entities' custom business needs. The user interface must be user-friendly, intuitive, flexible, and adaptable to support users.
- 4.5 **Request through Pay**
 - 4.5.1 The purchase Request through Pay component of the systems provide functionality to automate the ordering process from the end-user purchase request through authorizing payment for the resulting order. Key components include:
 - 4.5.1.1 Purchase request;
 - 4.5.1.2 Catalog shopping to drive spend to existing contracts;
 - 4.5.1.3 Access to external retail marketplaces products;
 - 4.5.1.4 Intelligent workflow engine to apply entity and enterprise-wide business rules;
 - 4.5.1.5 Online approvals;
 - 4.5.1.6 Electronic order dispatch;
 - 4.5.1.7 Receiving;
 - 4.5.1.8 Electronic and paper invoicing;
 - 4.5.1.9 Invoice matching for payment authorization;
 - 4.5.1.10 3-way match for payment authorization; and
 - 4.5.1.11 Integration with finance system.
 - 4.5.2 The solution must also provide the capability to support the procurement of services from pre-established services contracts (e.g., Professional Services, Contingent Labor, Healthcare Services) that may include characteristics such as deliverable-based fee services. This specialized type of purchasing would need functionality to address scope/need definition (e.g., SOW), contract supplier submission of quotes with attachments (e.g., resumes, specifications), quote evaluation/selection, order generation and receiving concepts such as recording of timesheets, deliverables acceptance, milestone completions, and expenses.

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



4.6 Catalog Capability

- 4.6.1** The Catalog components of the system provide the functionality to maintain contract/non-contract catalogs in the shopping component of the system as described in Section 4.5 (Request through Pay). Catalog content can be hosted within the system or made available by 'punching out' to the supplier's shopping website. Contract catalogs must be capable of being automatically generated as part of the award process through integration with the Sourcing and the Contract Management component of the system. Maintenance of contract catalog content throughout the life of the contract/agreement must be available through integration with the Contract Management component of the system.
- 4.6.2** Other key components include utilities for suppliers to setup, manage and maintain their catalogs. User access to these utilities should be controlled through definition and assignment of roles. Workflow functionality should also be available to automate authorized Participating Entity and Purchasing Entity user review and approval of catalog content before it is made available.
- 4.6.3** The solution must provide an open marketplace environment that provides access to the aforementioned catalog components and to other non-contract, external internet retail or commercial markets of goods/services, as authorized by the Participating Entity or Purchasing Entity. This environment provides the buyer with a supported "catalog of catalogs" shopping experience with a single view of all sources as described in Section 4.5 (Request through Pay). The objective of this experience is to give the user options to make the best possible purchasing decision that optimizes price, quality, terms/conditions, and policies. A key aspect of the open marketplace environment is that it will allow the Participating Entity or Purchasing Entity to effectively manage spend.
- 4.6.4** Support and maintenance of the open marketplace that supports the Participating Entity or Purchasing Entity in the overall management of the open marketplace environment inclusive of: integrations with online suppliers; regular (or real time) synchronization of products, prices for items in the catalog; available products and services; establishment of contracted suppliers within the marketplace as well as the overall management, maintenance and operations of the technical elements that comprise this "catalog of catalogs" environment as to comply with Participating Entity or Purchasing Entity operating, service level, and performance requirements.
- 4.6.5** Contractor must provide continuous support of both suppliers with contracts and non-contract suppliers offering goods and services in the open marketplace environment. Contractor should also provide ongoing support functions to continuously and proactively expand the open marketplace environment ecosystem with additional non-contract and retail/commercial market products and services.

4.7 Sourcing/Bid Management

- 4.7.1** The Sourcing components of the system provide functionality to automate the entire solicitation process for both the buyer and the supplier. All types of solicitations can be created leveraging standard templates and libraries. Formal or informal, sealed or unsealed, complex or simple. Other key functionalities include initiating solicitations from a requisition, public posting, supplier notification, evaluation of bids/proposals, making the award and the Integration with other solution components to automate the creation of catalogs and contracts.

4.8 Contract Management

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



- 4.8.1** The Contract Management components of the Solution encompass all aspects of contract development, tracking, electronic signature, and administration. Contract document authoring is automated through templates and libraries to provide consistency across the Participating Entity or Purchasing Entity. Workflow functionality provides oversight by automating the review and approval processes.
- 4.8.2** Key contract administration functions address management of subcontractors, identification of authorized resellers (dealers, distributors, etc.), tracking and managing supplier sales reports, contractor performance and compliance, and amendments and renewals.

4.9 Vendor Performance

- 4.9.1** Vendor Performance management is a business practice that is used to measure, analyze, and manage the performance of a supplier in an effort to cut costs, alleviate risks, and drive continuous improvement. The ultimate intent is to identify potential issues/risks and their root causes so that they can be resolved/managed to all parties benefit as early as possible. The electronic procurement Vendor Performance functionality must capture vendor performance information and data including, but not limited to, delivery dates, receipt dates, pricing accuracy, cure letters, contract milestone completion, and customer surveys. The data must be collected in a manner that allows for reporting and analysis. The solution will provide the Participating Entity or Purchasing Entity with a means to assess, track, manage and report supplier performance across all procurement activities and include capabilities to capture and address performance complaints/issues.

4.10 Purchasing/Data Analytics

- 4.10.1** Purchasing/Data Analytic components of the system provide robust data analytics and reporting to allow the Participating Entity or Purchasing Entity to strategically assess procurement transactions and records for more effective sourcing and contracting, to include spend. These functionalities also provide the means to assess across operation dimensions such as supplier classification, organizational elements and buying trends. Reporting is presented in the form of interactive charts and dashboards with the ability to “drill down” to the transactional data for comprehensive analysis. Transparency is also a key feature to this component as reports, charts and dashboards can be designed for public access.

V. Service Descriptions

This section briefly describes each service included in the categories described in Section III. Contractor may or may not offer all services described below. The Services offered by Contractor are identified and described in Contractor’s response to the RFP. All Services shall comply with the requirements set forth in the RFP and in this Master Agreement and shall be performed as required in the RFP and this Master Agreement and as represented in Contractor’s response to the RFP. Participating Addenda may include Contractor’s Services in whole or in part and may specify additional Participating Entity-specific requirements.

5.1 Implementation Services

- 5.1.1** Implementation services may include one or more of the following:

- 5.1.1.1** Project management;
- 5.1.1.2** Project implementation;
- 5.1.1.3** Catalog support services;
- 5.1.1.4** Data conversion services;
- 5.1.1.5** Interface/integration development services;

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



- 5.1.1.6** Organizational change management (OCM) services;
- 5.1.1.7** Training services;
- 5.1.1.8** Help desk services; and
- 5.1.1.9** On-site system stabilization support

5.2 Managed Services

5.2.1 Managed services may include one or more of the following:

- 5.2.1.1** Solution support;
- 5.2.1.2** Organizational change management (OCM) services;
- 5.2.1.3** Training services;
- 5.2.1.4** Catalog support services;
- 5.2.1.5** Help desk services; and
- 5.2.1.6** Transition out assistance services

5.3 Other Services

5.3.1 Contractor may also offer other related services as identified and described in Contractor's response to the RFP.

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



**Attachment C:
MASTER AGREEMENT PRICING**

I. Overview

The below pricing projections do not limit a consumer's ability to negotiate a lower price. These prices are to act as a maximum amount for any State or Agency that enters into an agreement with the vendor for the aforementioned services.

Category 1.

Cost Workbook Section	Cost Description	Periscope
Scenario I Section B.	Large State Pricing - Implementation Costs	\$16,039,200.00
Scenario I Section C.	Large State Pricing - Annual Licensing Costs	\$29,919,295.20
Scenario II Section B.	Medium State Pricing - Implementation Costs	\$6,320,827.50
Scenario II Section C.	Medium State Pricing - Annual Licensing Costs	\$23,362,206.00
Scenario III Section B.	Small State Pricing - Implementation Costs	\$5,880,427.50
Scenario III Section C.	Small State Pricing - Annual Licensing Costs	\$14,036,190.00
Minimum Discount Percentage	Solution Implementation Services Discount	25.00%
Minimum Discount Percentage	Annual Licensing/Maintenance Discount	30.00%

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



Category 2.

1. Supplier Portal	Cost Workbook Section	Cost Description	Periscope
	Scenario I Section B.	Large State Pricing - Implementation Costs	\$400,980.00
	Scenario I Section C.	Large State Pricing - Annual Licensing Costs	\$3,242,870.05
	Scenario II Section B.	Medium State Pricing - Implementation Costs	\$158,020.69
	Scenario II Section C.	Medium State Pricing - Annual Licensing Costs	\$2,649,407.95
	Scenario III Section B.	Small State Pricing - Implementation Costs	\$147,010.69
	Scenario III Section C.	Small State Pricing - Annual Licensing Costs	\$1,542,049.95

2. Buyer Portal	Cost Workbook Section	Cost Description	Periscope
	Scenario I Section B.	Large State Pricing - Implementation Costs	\$400,980.00
	Scenario I Section C.	Large State Pricing - Annual Licensing Costs	Not Provided
	Scenario II Section B.	Medium State Pricing - Implementation Costs	\$158,020.69
	Scenario II Section C.	Medium State Pricing - Annual Licensing Costs	Not Provided
	Scenario III Section B.	Small State Pricing - Implementation Costs	\$147,010.69
	Scenario III Section C.	Small State Pricing - Annual Licensing Costs	Not Provided

3. Need Identification	Cost Workbook Section	Cost Description	Periscope
	Scenario I Section B.	Large State Pricing - Implementation Costs	\$1,202,940.00

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



Scenario I Section C.	Large State Pricing - Annual Licensing Costs	Not Provided
Scenario II Section B.	Medium State Pricing - Implementation Costs	\$474,062.06
Scenario II Section C.	Medium State Pricing - Annual Licensing Costs	Not Provided
Scenario III Section B.	Small State Pricing - Implementation Costs	\$441,032.06
Scenario III Section C.	Small State Pricing - Annual Licensing Costs	Not Provided

4. Request-Pay & Catalogs	Cost Workbook Section	Cost Description	Periscope
	Scenario I Section B.	Large State Pricing - Implementation Costs	\$2,405,880.00
	Scenario I Section C.	Large State Pricing - Annual Licensing Costs	\$6,063,920.10
	Scenario II Section B.	Medium State Pricing - Implementation Costs	\$948,124.13
	Scenario II Section C.	Medium State Pricing - Annual Licensing Costs	\$4,811,613.80
	Scenario III Section B.	Small State Pricing - Implementation Costs	\$882,064.13
	Scenario III Section C.	Small State Pricing - Annual Licensing Costs	\$2,870,090.65

5. Supplier Enablement	Cost Workbook Section	Cost Description	Periscope
	Scenario I Section B.	Large State Pricing - Implementation Costs	\$801,960.00
	Scenario I Section C.	Large State Pricing - Annual Licensing Costs	Not Provided
	Scenario II Section B.	Medium State Pricing - Implementation Costs	\$316,041.38
	Scenario II Section C.	Medium State Pricing - Annual Licensing Costs	Not Provided

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



Scenario III Section B.	Small State Pricing - Implementation Costs	\$294,021.38
Scenario III Section C.	Small State Pricing - Annual Licensing Costs	Not Provided

6. Sourcing - Bid Mgmt	Cost Workbook Section	Cost Description	Periscope
	Scenario I Section B.	Large State Pricing - Implementation Costs	\$2,405,880.00
	Scenario I Section C.	Large State Pricing - Annual Licensing Costs	\$3,242,870.05
	Scenario II Section B.	Medium State Pricing - Implementation Costs	\$948,124.13
	Scenario II Section C.	Medium State Pricing - Annual Licensing Costs	\$2,649,407.95
	Scenario III Section B.	Small State Pricing - Implementation Costs	\$882,064.13
	Scenario III Section C.	Small State Pricing - Annual Licensing Costs	\$1,841,107.45

7. Contract Management	Cost Workbook Section	Cost Description	Periscope
	Scenario I Section B.	Large State Pricing - Implementation Costs	\$2,405,880.00
	Scenario I Section C.	Large State Pricing - Annual Licensing Costs	\$7,250,844.53
	Scenario II Section B.	Medium State Pricing - Implementation Costs	\$948,124.13
	Scenario II Section C.	Medium State Pricing - Annual Licensing Costs	\$4,930,794.05
	Scenario III Section B.	Small State Pricing - Implementation Costs	\$882,064.13
	Scenario III Section C.	Small State Pricing - Annual Licensing Costs	\$3,533,611.90

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



8. Vendor Performance	Cost Workbook Section	Cost Description	Periscope
	Scenario I Section B.	Large State Pricing - Implementation Costs	\$400,980.00
	Scenario I Section C.	Large State Pricing - Annual Licensing Costs	Not Provided
	Scenario II Section B.	Medium State Pricing - Implementation Costs	\$158,020.69
	Scenario II Section C.	Medium State Pricing - Annual Licensing Costs	Not Provided
	Scenario III Section B.	Small State Pricing - Implementation Costs	\$147,010.69
	Scenario III Section C.	Small State Pricing - Annual Licensing Costs	Not Provided

9. Purchasing - Data Analytics	Cost Workbook Section	Cost Description	Periscope
	Scenario I Section B.	Large State Pricing - Implementation Costs	\$1,603,920.00
	Scenario I Section C.	Large State Pricing - Annual Licensing Costs	\$1,845,720.10
	Scenario II Section B.	Medium State Pricing - Implementation Costs	\$632,082.75
	Scenario II Section C.	Medium State Pricing - Annual Licensing Costs	\$1,529,089.45
	Scenario III Section B.	Small State Pricing - Implementation Costs	\$588,042.75
	Scenario III Section C.	Small State Pricing - Annual Licensing Costs	\$514,040.80

10. Workstream Implem. Discount	Cost Workbook Section	Cost Description	Periscope
	Minimum Discount Percentage	Solution Implementation Services Discount	25.00%

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**



Between the **State of Maine** and
Periscope Holdings

Minimum Discount Percentage	Annual Licensing/Maintenance Discount	30.00%
-----------------------------	---------------------------------------	--------

II. Pricing Breakdown

The breakdown of Periscope’s cost projections can be found at [The Periscope Cost Proposal](#). The breakdown includes overall cost proposals, solution implementation costs, annual licensing costs including maintenance, and managed services support costs.

III. Cost Scoring

The scoring breakdown for Periscope, including the proposed discounts can be found at [The Periscope Holdings Scoring Workbook](#).

IV. Price Changes

Vendor agrees that the prices and discounts listed in Attachment C: Master Agreement Pricing will act as the prices for services provided. Changes in prices will be outside the scope of this agreement unless they are posted on the NASPO Valuepoint Periscope Master Agreement web page.

Periscope
HOLDINGS INC

WHEN YOU CAN SEE, YOU CAN SAVE.

Proposal to serve the

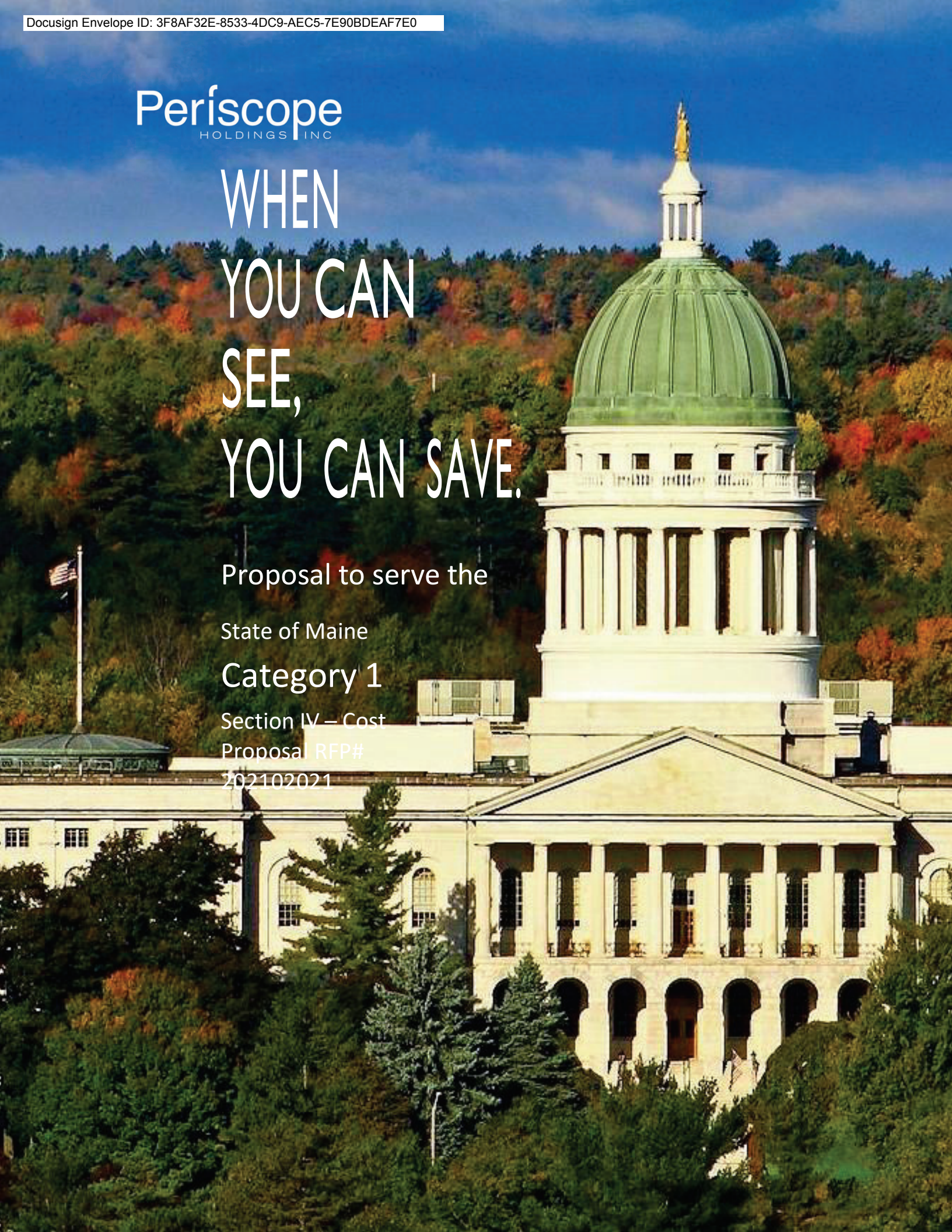
State of Maine

Category 1

Section IV – Cost

Proposal RFP#

202102021



**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



TABLE OF CONTENTS

1 EXHIBIT 3 COST PROPOSAL WORKBOOK - FULL SOLUTION	1
2 PRICE LIST	1

**MASTER AGREEMENT NUMBER 18P 2212090000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



1 EXHIBIT 3 COST PROPOSAL WORKBOOK - FULL SOLUTION

Proposals for implementation of a comprehensive eProcurement Solution that meets the requirements detailed in all sections of this RFP and the RTM including licensing and maintenance, implementation and deployment, and on-going operations and support.

Please refer to Cost Proposal Workbook - Full Solution excel file.

2 PRICE LIST

In addition to completing applicable tabs of the pricing workbook for any category for which a Bidder wishes to be considered for a contract award, Bidders must include in their proposal a current price list for the products and services in that category, on which the Bidder's response to the applicable cost scenarios must be based and to which the Bidder's identified minimum discount(s) shall apply. Any applicable opportunities for Contractors to revise price lists in the future shall only be made effective in accordance with any requirements set forth by the Lead State in Master Agreements. Minimum discounts shall be guaranteed for the term of the Master Agreement.

MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR EPROCUREMENT SOLUTIONS AND SERVICES

Between the **State of Maine** and
Periscope Holdings



Marketplace
Shopping & Catalog
Management

Supplier
Management

Strategic
Sourcing

Contract
Management

2021 PRICE LIST

LICENSED SOFTWARE

Client Size	ENTERPRISE PRICING			MODULAR PRICING		
	Large	Medium	Small	Large	Medium	Small
Supplier Portal	351,400	287,100	167,100	404,110	330,165	192,165
Request through Pay	657,100	521,400	311,000	755,665	599,610	357,650
Catalog Capability	667,100	530,000	352,400	767,165	609,500	405,260
Sourcing/Bid Management	351,400	287,100	199,500	404,110	330,165	229,425
Contract Management	785,700	534,300	382,900	903,555	614,445	440,335
Purchasing/Data Analytics	200,000	165,700	55,700	230,000	190,555	64,055
Integration	277,100	227,100	104,300	318,665	261,165	119,945
AP & Invoicing	438,600	358,600	176,200	504,390	412,390	202,630

SERVICES (Hourly Onsite Rates)

Client Size	ENTERPRISE PRICING			MODULAR PRICING		
	Large	Medium	Small	Large	Medium	Small
Senior Project Manager	380	380	380	380	380	380
Project Manager/Change Manager	350	350	350	350	350	350
Business/Change/Strat Sourcing Analyst	325	325	325	325	325	325
Programmer/Developer/Security Analyst	300	300	300	300	300	300
Training/Technical/Test/Help Desk	235	235	235	235	235	235

List Prices are subject to change and are not guaranteed, except that prices for an order that has been accepted by Periscope Holdings is not subject to change after acceptance. Prices do not include any sales, use or excise tax or any other tax, duty or charge which is now in effect or may be hereafter imposed by any Federal, State or other authority

DELIVERED
THROUGHOUT

Workflow
Approvals

Fuzzy
Search

Forms
Builder

Financial
Integration

NIGP /
UNSPSC

LEARN MORE: VISIT PERISCOPEHOLDINGS.COM | OR EMAIL: INFO@PERISCOPEHOLDINGS.COM

Purchasing

Invoice

PROPOSAL/RFI/RFQ

Periscope
HOLDINGS INC

WHEN
YOU CAN
SEE,
YOU CAN SAVE.

Proposal to serve the

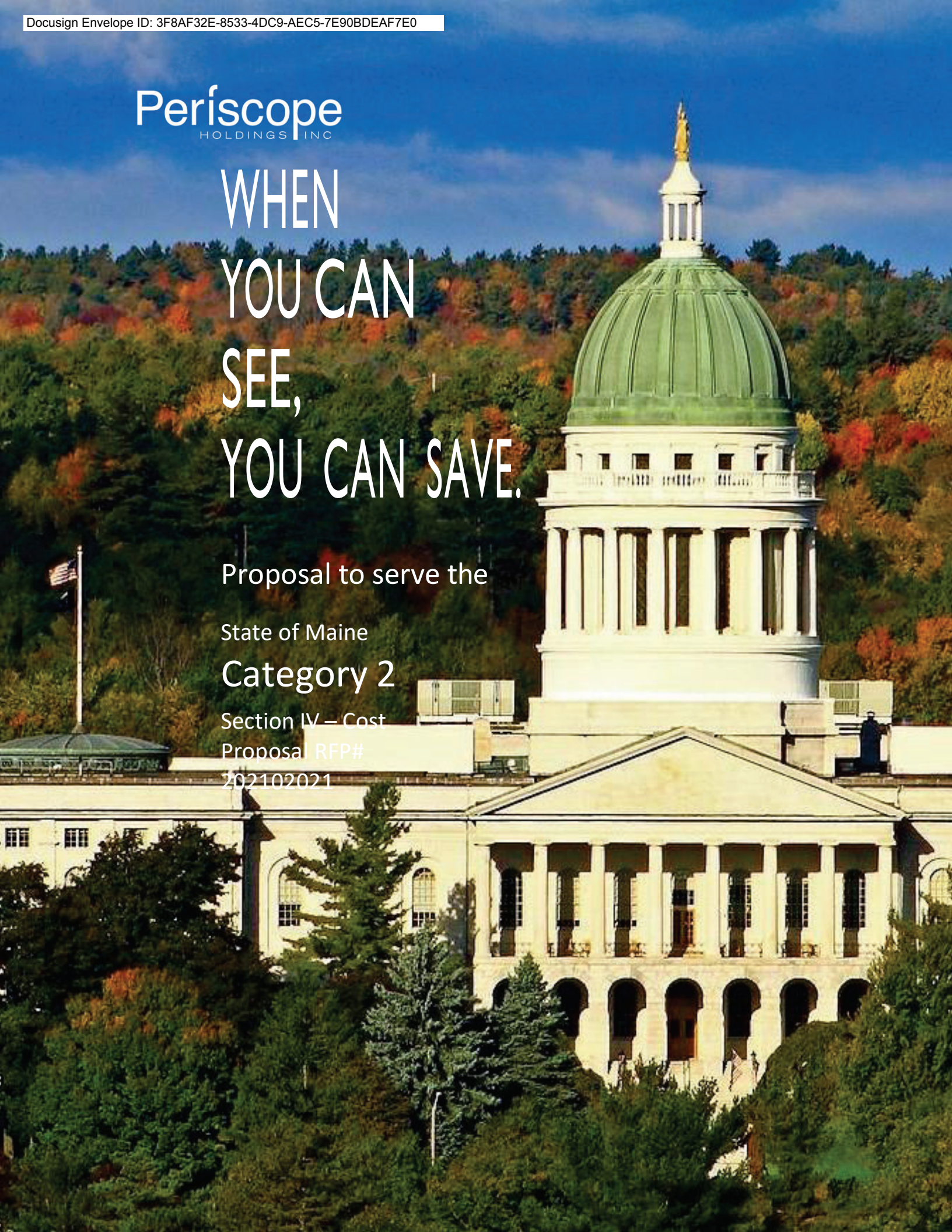
State of Maine

Category 2

Section IV – Cost

Proposal RFP#

202102021



**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



TABLE OF CONTENTS

1 EXHIBIT 3 COST PROPOSAL WORKBOOK - INDIVIDUAL WORKSTREAM	1
2 PRICE LIST	1

**MASTER AGREEMENT NUMBER 18P 2212090000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings



1 EXHIBIT 3 COST PROPOSAL WORKBOOK - INDIVIDUAL WORKSTREAM

Proposals for implementation of a comprehensive eProcurement Solution that meets the requirements detailed in all sections of this RFP and the RTM including licensing and maintenance, implementation and deployment, and on-going operations and support.

Please refer to Cost Proposal Workbook 2 - Individual Workstream excel file.

2 PRICE LIST

In addition to completing applicable tabs of the pricing workbook for any category for which a Bidder wishes to be considered for a contract award, Bidders must include in their proposal a current price list for the products and services in that category, on which the Bidder's response to the applicable cost scenarios must be based and to which the Bidder's identified minimum discount(s) shall apply. Any applicable opportunities for Contractors to revise price lists in the future shall only be made effective in accordance with any requirements set forth by the Lead State in Master Agreements. Minimum discounts shall be guaranteed for the term of the Master Agreement.

Please refer to Price List- Individual Workstream pdf file.

**MASTER AGREEMENT NUMBER 18P 22120900000000000080 FOR
EPROCUREMENT SOLUTIONS AND SERVICES**

Between the **State of Maine** and
Periscope Holdings





PeriscopeePRO

2021 PRICE LIST

LICENSED SOFTWARE






	ENTERPRISE PRICING			MC ULAR PRICING		
Client Size	Large	Medium	Small	Large	Medium	Small
Supplier Portal	351,400	287,100	167,100	404,110	330,165	192,165
Request through Pay	657,100	521,400	311,000	755,665	599,610	357,650
Catalog Capability	667,100	530,000	352,400	767,165	609,500	405,260
Sourcing/Bid Management	351,400	287,100	199,500	404,110	330,165	229,425
Contract Management	785,700	534,300	382,900	903,555	614,445	440,335
Purchasing/Data Analytics	200,000	165,700	55,700	230,000	190,555	64,055
Integration	277,100	227,100	104,300	318,665	261,165	119,945
AP & Invoicing	438,600	358,600	176,200	504,390	412,390	202,630



SERVICES (Hourly Onsite Rates)

Client Size	ENTERPRISE PRICING			MC ULAR PRICING		
	Large	Medium	Small	Large	Medium	Small
Senior Project Manager	380	380	380	380	380	380
Project Manager/Change Manager	350	350	350	350	350	350
Business/Change/Strat Sourcing Analyst	325	325	325	325	325	325
Programmer/Developer/Security Analyst	300	300	300	300	300	300
Training/Technical/Test/Help Desk	235	235	235	235	235	235

Prices are subject to change and are not guaranteed, except that prices for an order that has been accepted by Periscope Holdings is not subject to change after acceptance. Prices do not include any sales, use or excise tax or any other tax, duty or charge which is now in effect or may be hereafter imposed by any Federal, State or other authority

**DELIVERED
THROUGHOUT**

Workflow
Approvals

Fuzzy
Search

Forms
Builder

Financial
Integration

NIGP /
UNSPSC



LEARN MORE: VISIT PERISCOPEHOLDINGS.COM | OR EMAIL: INFO@PERISCOPEHOLDINGS.COM