PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
eProcurement Solution and Services
Administered by the State of Maine
(hereinafter "Lead State")
MASTER AGREEMENT
Master Agreement No: 18P 22120900000000000080
Periscope Holdings
(hereinafter "Contractor" or "Contract Vendor")
and
State of Arkansas
Contract No: 4600055912
(hereinafter "Participating State/Entity")

A. SCOPE:

Of the scope of products and services available through the Master Agreement, this Participating Addendum includes the entirety of Category 2 Software and Services by Workstream.

B. TERM:

This Participating Addendum is effective as of January 1st 2025 ("Effective Date"), and ends on the fourth annual anniversary of the Effective Date, unless sooner terminated or cancelled pursuant to the Master Agreement or this Participating Addendum. Upon mutual agreement by the Contractor and the State of Arkansas, the Participating Addendum may be renewed under the same terms and conditions by the State of Arkansas for up to three (3) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years. Renewals are contingent upon satisfactory performance and subject to the availability of funds.

C. PARTICIPATION:

Every "public procurement unit," as that term is defined at Arkansas Code Annotated 19-11-206(4), within the Participating State may participate in this PA as a "Purchasing Entity" to procure commodities or services under the terms and conditions of this Participating Addendum.

D. INDIVIDUAL CUSTOMERS:

Each Purchasing Entity that purchases products or services under this Participating Addendum **shall** be treated by the Contractor as if they were Individual Customers of the Contractor. Each Purchasing Entity will be responsible for following the terms and conditions of the Master Agreement as modified by this Participating Agreement; and they **shall** have the same rights and responsibilities for their purchases as the State has in the Master Agreement and this Participating Addendum. Each Purchasing Entity **shall** be responsible for their own specifications, charges, fees, and liabilities per a purchase order with Contractor. Each Purchasing Entity **shall** have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor **shall** apply the charges to each Purchasing Entity individually.

E. ACCESS TO CLOUD PRODUCTS AND SERVICES REQUIRE STATE CTO APPROVAL:

Unless otherwise stipulated in this Participating Addendum, Cloud Products & Services accessed through this Participating Addendum by State executive branch agencies are subject to the authority and prior approval of the State Chief Technology Officer's Office. The State Chief Technology Officer means the individual designated by the State Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a State.

F. CLOUD PRODUCTS AND SERVICES:

All servers and data associated with the Arkansas instance of the Contractor provided Cloud Products and Services **must** reside in the continental United States and Canada. Contractor **shall** perform all work on the Cloud Products and Services from within the United States and Canada.

G. ORDER OF PRECEDENCE:

1. Arkansas's Participating Addendum (PA); Arkansas's Participating Addendum **shall not** diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of the Lead State's Master Agreement;

2. A Purchasing Entity's Purchase Order or Scope of Work issued pursuant to the Master Agreement;

3. Lead State's Master Agreement (includes negotiated Terms & Conditions);

4. The Lead State's Solicitation including all Addendums.

These documents **shall** be read to be consistent and complementary. Any conflict among these documents **shall** be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and **must** be in writing and attached to the Master Agreement as an Exhibit or Attachment. Notwithstanding the foregoing, ordering documents (purchase orders) may contain transaction-specific terms and each ordering document that is accepted by the Contractor **shall** become a part of this Agreement as to the products and services listed on the ordering document only. No other terms and conditions **shall** apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or references on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor (unless such terms are referenced in the Master Agreement).

H. PAYMENTS AND INVOICE PROVISIONS:

Payment will be made by each relevant Purchasing Entity in accordance with applicable State of Arkansas accounting procedures upon acceptance of the commodity or service by the Purchasing Entity that ordered said commodity or service. The Participating State may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the Contractor has successfully satisfied the Purchasing Entity as to the goods and/or services purchased, rented or leased. Contractor should invoice the Purchasing Entity by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Payments will be submitted to the Contractor at the address shown on the invoice. Payments should be tendered to the Contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of invoice, unless there is a valid defense to the payment claimed or a mutual agreement to the contrary, interest may be charged by the Contractor on the unpaid balance due to the Contractor at the rate of one half (1/2) of one (1) percent per month in accordance with Arkansas Code Annotated §19-11-224 until paid. The Purchasing Entity will make a good-faith effort to pay any undisputed debt invoiced by and owed to the Contractor within thirty (30) days after the date of invoice. The State **shall** have the right to dispute billed goods or services and withhold payment for those goods or services that are in dispute. Interest **shall** not be charged on disputed amounts while in dispute.

Contractor **shall** ensure that all invoices are sent directly to the State agency or local public procurement unit that purchased products from them.

All invoices should be forwarded to:

Agency Name
Attention: Accounts Payable
Address
City, Arkansas Zip Code

I. PURCHASE ORDER INSTRUCTIONS:

All Purchasing Entities issuing valid purchase orders within the jurisdiction of this participating addendum should include the following:

1. NASPO ValuePoint Master Agreement number 18P 22120900000000000080

2. State contract number 4600055912
3. Agency Name, Address, Contact, and Phone-Number
4. Applicable approvals
5. Orders **shall** be made out to the Contractor or Reseller

The Purchasing Entities **shall** not be required by the Contractor or its subcontractors, to sign any additional terms and conditions when utilizing this Agreement.

J. RECORD RETENTION:
Financial and accounting records relevant to State of Arkansas transactions under this Addendum **shall** be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment under this Addendum or extension thereof, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section.

K. GOVERNING LAW:
The laws of the State of Arkansas **shall** govern this Agreement. Nothing under this Agreement or the Master Agreement **shall** be deemed or construed as a waiver of the State's right of sovereign immunity.

L. VENUE AND JURISDICTION:
Venue for any claim, dispute, or action concerning an order placed against the contract **shall** be Pulaski County, Arkansas. Any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

M. TAXES:
Personal Property tax will not be charged to Arkansas state agencies.

N. TRAVEL EXPENSES:
Expenses for travel **shall not** be reimbursed unless specifically permitted under the duties of the Contractor. All travel **must** be approved in advance by the Purchasing Entity. Approved expenditures made by the contractor for travel will be reimbursed at the current rate paid by the State and in accordance with Arkansas Travel Guidelines and Procedures.

O. SOFTWARE TERMS AND CONDITIONS:
Purchasing Entities that acquire software **shall** be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

P. CANCELLATION:

1. **For Convenience.** The State may cancel this Agreement for any reason by giving the Contractor written notice of such cancellation ninety (90) days prior to the date of cancellation.

2. **For Cause.** The State may cancel this Agreement for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Agreement and will provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the

date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Agreement to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

3. If upon cancellation the Contractor has provided services which the State has accepted, and there are no funds legally available to pay for the services, the Contractor may file a claim with the Arkansas State Claims Commission under the laws and regulations governing the filing of such claims.

Q. INDEMNIFICATION:
The following indemnification clause replaces in its entirety the Indemnification clause specified in the Master Agreement.

The Contractor **shall** be fully liable for the actions of its agents, employees, partners, and subcontractors and **shall** fully indemnify, defend, and hold harmless the Purchasing Entity and the State, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including attorney's fees arising from or relating to personal injury and damage to real or personal property, alleged to be caused in whole or in part by the vendor, its agents, employees, partners, and subcontractors. Language in this clause **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly. The Participating Entity and any Purchasing Entity expressly agrees that the aggregate liability of Contractor and its employees shall not exceed the amount of Saas fees collected by Contractor during the previous twelve (12) months pursuant to this Participating Addendum, the NASPO Value Point Master Agreement or any related Statement of Work (SOW) whether such claim arises under contract or tort it being understood that such aggregate liability shall be taken and calculated independently and separately determined for each such Participating Entity and any Purchasing Entity as the case may be.

R. CONFIDENTIAL INFORMATION:
Under Arkansas law, the release of public records is governed by The Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. In accordance with the Arkansas Freedom of Information Act and prior to the State's disclosure of any terms of this Agreement or any associated purchase order or SOW, the State shall permit Contractor to provide a redacted copy of business records to be maintained by the State for release of information.

S. CONTINGENT FEE:
The Contractor guarantees that Contractor has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.

T. DISCLOSURE:
Under Arkansas law, the Office of State Procurement (OSP) is required to have a copy of EO 98-04 Disclosure Form on file for the Contractor. Contractor **shall** submit the disclosure form prior to entering into this Addendum. Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this Addendum. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the State.

U. RESTRICTION OF BOYCOTT OF ISRAEL:
Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not

currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel. By signing this Participating Addendum, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

V. VENDOR REGISTRATION:

In order to receive payment, Contractor **must** register online at ark.org/vendor.

W. TECHNOLOGY ACCESS:

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq equivalent access for effective use by both visual and non-visual means.
2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
6. Integrating into networks used to share communications among employees, program participants, and the public.
7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency **must** provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

X. SHARED TECHNICAL ARCHITECTURE:

The Contractor will prioritize achieving and maintaining StateRAMP Ready control requirements in pursuit of Authorization status, which ensures a high level of security and risk management for both parties. The Contractor will prioritize implementing and maintaining StateRAMP Ready control requirement where aligned to the State's policies, procedures, and Information Technology (IT) control security standards:

Any changes to the State's policies or procedures where not aligned to StateRAMP Ready that impact the Contractor's ability to maintain StateRAMP compliance or deliver the Solution or Services must be communicated in writing by the State to Contractor. The Contractor will have thirty (30) business days to review and assess new requirements or submit a plan for compliance, if needed. If the changes materially affect the Contractor's performance or StateRAMP control requirements, the Parties will negotiate in good faith to amend the Contract.

Y. FOR SERVICES ONLY:

1. **Equal Opportunity Policy.** In compliance with Arkansas Code Annotated § 19-11-104, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a copy of the Contractor's *Equal Opportunity (EO) Policy* prior to entering into this Addendum. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov or Contractor may submit a hard copy with this Addendum. The submission of an *EO Policy* to OSP is a one-time requirement. Contractor is responsible for providing updates or changes to its policy, and for supplying *EO Policies* upon request to other State agencies that **must** also comply with this statute. If Contractor is not required by law to have an *EO Policy*, Contractor **must** submit a written statement to that effect.

2. **Prohibition of Employment of Illegal Immigrants.** Pursuant to Arkansas Code Annotated § 19-11-105, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a certification on file from the Contractor stating that the Contractor does not employ or contract with illegal immigrants.

   By signing this Participating Addendum, the Contractor agrees and certifies that they do not employ or contract with illegal immigrants and that they will not employ or contract with illegal immigrants during the aggregate term of the contract.

3. **Performance Standards** Under Arkansas law, all state agencies, boards, commissions, and institutions of higher education **must** include performance standards when purchasing services. Performance standards **shall** be mutually agreed upon by the parties hereto for any services purchased.

Z. LEASING:

Leasing **shall not** be authorized under this Participating Addendum.

AA. VALUE ADDED SERVICES:

The Contractor **shall not** propose or provide value-added services unless it meets one (1) or more of the following criteria:

1. It is of no cost to the Purchasing Entity;

2. Services are linked to items the Purchasing Entity has purchased through a current or past transaction.

BB. WAIVER OF ALL CLAIMS AND COVENANT NOT TO SUE

Contractor, Participating State and Participating Entity agree that each of their respective successors, assigns, officers, and employees (collectively RELEASORS), are not entitled to receive, will not claim, and expressly waive any entitlement to rights, benefits or compensation from the State of Arkansas, state agencies, K-12 educational institutions, and local public procurement units (cities, counties, and municipalities) (collectively RELEASED PARTIES) arising out of or related to the Statement of Work entered into by Periscope Holdings, Inc. and the State of Arkansas dated April 30, 2020, pursuant to Texas Department of Information Resources Agreement TSO-3378 and Interstate Cooperation Contract for Texas Department of Information Resource Technology Contracts dated November 19, 2019.

For valuable consideration including, but not limited to, the opportunity to participate in the NASPO Valuepoint Cooperative Purchasing Program Master Agreement No. 18P 2212090000000000080 (Master Agreement), the Master Agreement State of Arkansas Participating Addendum Contract No. 4600055912, and eProcurement Solution and Services, RELEASORS HEREBY EXPRESSLY RELEASE, DISCHARGE, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST, AND WAIVE TO THE FULLEST EXTENT POSSIBLE, ALL CLAIMS AND POTENTIAL CLAIMS UNDER ANY THEORY OF LIABILITY FOR DAMAGES OF EVERY KIND INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, AND PUNITIVE WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER ARISING FROM NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, including, but not limited to, any claims arising from the acts or omissions of any third parties that provide services in relation to the eProcurement Solution and Services whether such third party service providers are selected by the RELEASORS, the RELEASED PARTIES, or any other party, which the RELEASORS may presently or at any time in the future possess against RELEASED PARTIES arising out of or in connection with the eProcurement Solution and Services.

Further, RELEASORS agree never to pursue any claim or institute any lawsuit or action at law, in equity, or otherwise against any of the RELEASED PARTIES, nor initiate or assist in the prosecution of any claim or cause of action for damages or injury that the RELEASORS may have either now or at any time in the future by reason of any loss or injury relating to or arising out of the activities contemplated by or in the Statement of Work entered into by Periscope Holdings, Inc. and the State of Arkansas dated April 30, 2020, pursuant to Texas Department of Information Resources Agreement TSO-3378 and Interstate Cooperation Contract for Texas Department of Information Resource Technology Contracts dated November 19, 2019 and RELEASORS'S provision of solutions and services thereunder.

CC. SUBCONTRACTORS:

The Contractor may use subcontractors; however, the Contractor will be responsible for any agreements with the subcontractors. The Participating State/Entity is not agreeing to and is not responsible for any terms and conditions with a subcontractor. The following subcontractors are authorized to provide product delivery and services:

Subcontractor	Contact Name	Email	Phone
To be provided			

Subcontractors may be updated by mutual agreement.

DD. ORDERS:
Any Order placed by a Participating State/Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement **shall** be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

EE. TERMS:
The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with Arkansas law.

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

Lead Entity

Name:	Maine
Contact Person:	Lindsey Kendall
Address:	111 Sewall Street Augusta, ME 04333-0009
Telephone:	207-624-7340
E-Mail:	lindsey.kendall@maine.gov

Contractor

Company Name:	mdf commerce, inc.
Contact Person	Chris Van Beke
Address:	15 British American Blvd, Latham, NY 12110
Telephone:	(865) 567-9181
E-Mail:	chris.vanbeke@mdfcommerce.com

Arkansas Contact

Company Name:	State of Arkansas
Contact Person	Brandi Schroeder
Address:	501 Woodlane St. Little Rock, 72201
Telephone:	501-324-9316
E-Mail:	Brandi.schroeder@arkansas.gov

Participating Entity

Name:	
Address:	
Telephone:	
E-Mail:	

The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this Addendum.

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
MASTER AGREEMENT # 18P 22120900000000000080

This Participating Addendum and the Master Agreement number 18P 22120900000000000080 (administered by the State of Arkansas together with its exhibits (including any terms referenced in the Master Agreement)), set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, **shall not** be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits **shall** prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State:	**Contractor:**
By: Jessica Patterson	By:
Name: Jessica Patterson	Name: Chris Van Beke
Title: Office of State Procurement Director	Title: Senior Vice President
Date: 03/19/25	Date: January 24, 2025