

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-17-70-40-10
AMENDMENT 3

Cloud Solutions
Utah NASPO ValuePoint Master Agreement Number AR2504
GuideSoft, Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-17-70-40-10 as follows:

- 1) **Section 3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS** is hereby deleted and replaced with the following:

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of services made under this Participating Addendum.

- 1) Information Technology – General Provisions Cloud – Computing Services, DGS PD 402-ITGP (Cloud), effective 2/20/2025

B. Terms can be viewed on the [DGS Procurement Division website](http://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts) (<http://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts>).

- 2) **Section 19. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby deleted in its entirety.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

GuideSoft, Inc.

Agency Name

Contractor Name

Julie Matthews Digitally signed by Julie Matthews
Date: 2025.06.30 16:28:00 -07'00' 6/30/2025

Katie Belange 6/27/2025

Authorized Signature *Date*
Signed

Authorized Signature *Date Signed*

Julie Matthews, MAU2 Supervisor

Katie Belange, General Counsel

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

9800 Crosspoint Blvd
Indianapolis, IN 46256

Address

Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-17-70-40-10
AMENDMENT 2

Cloud Solutions
Utah NASPO ValuePoint Master Agreement Number AR2504
GuideSoft, Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-17-70-40-10 as follows:

- 1) **Section 19. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby added to read as follows:

19. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Upon request by an ordering agency, Contractor must complete a [GenAI Reporting and Fact Sheet \(STD 1000\)](#) to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

If Contractor identifies GenAI in their solution, a copy of the STD 1000 must be submitted to the DGS State Contract Administrator.

**Participating Addendum 7-17-70-40-10
Amendment 2**

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA

Department of General Services

Agency Name

Julie Matthews Digitally signed by Julie Matthews
Date: 2024.10.25 19:21:07 -07'00' 10/25/2024

Authorized Signature *Date*
Signed

Julie Matthews, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605
Address

CONTRACTOR

GuideSoft, Inc.

Contractor Name

Katie Belange 10/25/2024

Authorized Signature *Date Signed*

Katie Belange/General Counsel

Printed Name/Title of Person Signing

9800 Crosspoint Boulevard, Indpls, IN 46256
Address

**STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-17-70-40-10
AMENDMENT 1**

Cloud Solutions
Utah NASPO ValuePoint Master Agreement Number AR2504
GuideSoft, Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-17-70-40-10 as follows:

1) **Section 7. PRICING** is revised to read as follows:

A. Contractor's pricing is outlined in the Utah NASPO ValuePoint Master Agreement Number AR2504.

2) **Section 16. CONTRACT MANAGEMENT, subparagraph A** is revised to read as follows:

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Katie Belange
Phone:	(317) 806-6197
Email:	naspocontracts@knowledgeservices.com
Address:	GuideSoft, Inc. Attn: Katie Belange 9800 Crosspoint Boulevard Indianapolis, IN 46256

- 3) **Section 18. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

18. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA

Department of General Services

Agency Name

Julie Matthews

Digitally signed by Julie
Matthews
Date: 2023.06.29 16:23:38
-07'00'

6/29/2023

Authorized Signature
Signed

Date

Julie Matthews, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address

CONTRACTOR

GuideSoft, Inc.

Contractor Name

Katie Belange

Katie Belange (Jun 21, 2023 08:01 EDT)

Jun 21, 2023

Authorized Signature

Date Signed

Katie Belange

Printed Name/Title of Person Signing

9800 Crosspoint Boulevard, Indianapolis, IN 46256

Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-10
Cloud Solutions
Utah NASPO ValuePoint Master Agreement No. AR2504
GuideSoft, Inc.

This Participating Addendum is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and GuideSoft, Inc. (hereafter referred to as "Contractor") under the lead State of Utah NASPO ValuePoint Master Agreement Number AR2504.

1. SCOPE

- A. This Participating Addendum covers the purchase of Cloud Solutions under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR2504 is hereby incorporated by reference. The cloud solution services are identified in Section 5 (Available Services).
- B. This Participating Addendum is available for use by all State Agencies including the Executive, Judicial and Legislative branches, and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end September 15, 2026, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of services made under this Participating Addendum.

7. PRICING

- A. Contractor shall submit a Price Schedule identifying all services offered under this Participating Addendum for the State's approval.
- B. The Price Schedule shall include the following:
 - 1) Service Category (SaaS)
 - 2) List Price
 - 3) Discount off Schedule Price
 - 4) Contract Price
- C. Contractor shall submit a written notice of price increases/decreases and a revised Price List for the State's approval.
- D. State-approved Price List will be posted on the State's Cal eProcure website.

8. SERVICE ADDITIONS/DELETIONS

- A. Contractor may add or delete services introduced or removed from the market by the manufacturer under the following conditions:
 - 1) Service is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
 - 2) Contractor has obtained prior approval from the Utah NASPO ValuePoint Contract Administrator; and
 - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of service (s) additions/deletions and a revised Price Schedule for the State's approval.

9. FULFILLMENT PARTNERS/AUTHORIZED RESELLERS

Authorized Resellers are not available for this Participating Addendum.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

11. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

14. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: GuideSoft, Inc.
Name: Cindy Davis
Phone: 317.806.6104
Fax: 317.578.7600
E-Mail: cindyd@knowledgeservices.com
Address: 5875 Castle Creek Pkwy N Drive,
Suite 400
Indianapolis, IN 46250

Participating Addendum No. 7-17-70-40-10
GuideSoft, Inc.

B. By signing below Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2504, at prices equal to or lower than the prices on that contract.

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

STATE OF CALIFORNIA

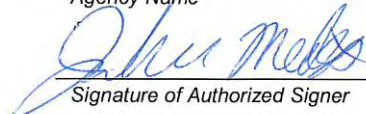
CONTRACTOR

Department of General Services

GuideSoft, Inc.

Agency Name

Contractor Name

 10/3/2017
Signature of Authorized Signer Date Signed

 9/27/17
Signature of Authorized Signer Date Signed

For Ricardo Martinez, Acting Deputy Director
Printed Name and Title of Authorized Signer

Julianna M. Bielewski, CEO
Printed Name and Title of Authorized Signer

707 Third Street
West Sacramento, CA 95605

Address

5875 Castle Creek Pkwy N Drive, Suite 400
Indianapolis, IN 46250

Address