

NASPO ValuePoint
PARTICIPATING ADDENDUM

CLOUD SOLUTIONS 2016-2026
Led by the State of Utah



Master Agreement #: AR3109

Contractor: **COMPULINK MANAGEMENT CENTER, INC. DBA
LASERFICHE**

Participating Entity: **VIRGINIA RETIREMENT SYSTEM**

1. Scope: This participating addendum (hereinafter "Participating Addendum" or "Addendum" or "PA") by and between Compulink Management Center, Inc. dba Laserfiche ("Contractor") and the Virginia Retirement System ("VRS"), an independent agency of the Commonwealth of Virginia (each a "Party," and together the "Parties") finalizes and governs VRS' participation and use of Master Agreement # AR3109 (hereinafter "Master Agreement" or "Contract"), executed and administered by the State of Utah for Cloud Solutions, for the benefit and use solely of VRS. Capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Master Agreement.
2. Participation: This NASPO ValuePoint Master Agreement may be used only by VRS, which is authorized to use cooperative contracts procured by another public body pursuant to Va, Code § 2.2-4304. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Contract Documents and Order of Precedence: For the avoidance of doubt, any Order placed by VRS under the Master Agreement shall consist of the following documents (hereinafter referred to collectively as "Contract Documents"):
 - (1) This Participating Addendum;
 - (2) Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions, including Exhibit 1 to the Master Agreement: Software-as-a-Service, as amended to date;
 - (3) Attachment B: Scope of Services Awarded to the Contractor;
 - (4) Attachment C: Pricing Discounts and Schedule;
 - (5) Solicitation # SK 18008;
 - (6) Attachment D: Contractor's Response to Solicitation # SK 18008; and
 - (7) Laserfiche Privacy Notice (Effective as of January 10, 2025); Laserfiche Service Level Agreement (August 2023); Laserfiche Data Processing Addendum (Effective Date: October 15, 2025); and Laserfiche Terms of Use (Effective date: February 2018).

Additionally, for the avoidance of doubt, these Contract Documents shall be read to be consistent and complimentary. Notwithstanding provision to the contrary in the Contract Documents, any conflict among these Contract Documents shall be resolved by giving priority to these Contract Documents in the order listed above.

The Parties specifically agree that, notwithstanding any term or condition to the contrary in the Laserfiche Service Level Agreement (August 2023), the Laserfiche Cloud Subscription

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Agreement (August 2023) shall not be included within the Contract Documents and shall not otherwise apply to any Order placed by VRS under the Master Agreement.

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

Contractor

Name:	David Di Staulo, Solutions Consultant
Address:	3443 Long Beach Blvd., Long Beach, CA 90807
Telephone:	562-988-1688
Fax:	n/a
Email:	David.Distaulo@laserfiche.com

Participating Entity

Name:	Katie Ray
Address:	P.O. Box 2500, Richmond, VA 23218-2500
Telephone:	804-771-7396
Fax:	n/a
Email:	kray@varetire.org

5. Participating Entity Modifications or Additions to the Master Agreement: These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

Notwithstanding any provision to the contrary contained in the Contract Documents, the Parties agree as follows –

- A. None of the following provisions that may be contained in the Contract Documents shall have any effect or be enforceable against VRS:
- a. Any provision requiring VRS to obtain or maintain any type of insurance;
 - b. Any provision renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
 - c. Any provision requiring or stating that the terms included in any of the Contract Documents other than this Participating Addendum shall prevail over the terms of this Participating Addendum;

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- d. Any provision requiring VRS to defend, indemnify or to hold the Contractor harmless for third-party claims of any kind;
- e. Any provision imposing interest charges exceeding the rate of one percent per month;
- f. Any provision requiring the application of law other than Virginia law in interpreting or enforcing the Contract Documents, or requiring or permitting that any dispute under the Contract Documents be resolved in any court other than an appropriate state circuit court in Virginia;
- g. Any provision requiring VRS to pay liquidated damages, or requiring VRS to make any payment for lost revenue or profits if this Participating Addendum or order placed pursuant to the Master Agreement is terminated before its ordinary period;
- h. Any provision requiring that any of the Contract Documents be accepted or endorsed by the home office or by any other person subsequent to execution by the undersigned VRS representative before any such Contract Documents are considered in effect, or otherwise delaying the formation or effective date of any of the Contract Documents to a time later than execution such Contract Documents by the undersigned VRS representative;
- i. Any provision requiring VRS to agree to or be subject to any form of equitable relief not authorized by the Constitution or laws of Virginia, including equitable relief;
- j. Any provision waiving, limiting, or adding to the time period within which claims can be made or actions can be brought;
- k. Any provision limiting the liability of the Contractor for tangible property damage or personal injury;
- l. Any provision permitting unilateral modification of any of the Contract Documents, or deeming VRS to agree to a modification by means other than affirmatively signing a modification agreement;
- m. Any provision binding VRS to any arbitration process or decision;
- n. Any provision obligating VRS to pay costs of collection or attorney's fees;
- o. Any provision granting the Contractor a security interest in property of VRS;

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- p. Any provision granting any right or incurring any obligation that is beyond the legal authority of VRS to empower its contract officers to grant or incur on behalf of VRS, or requiring VRS to violate any applicable law or regulation;
 - q. Any provision requiring VRS to waive its right to trial by jury; and
 - r. Any provision obligating VRS beyond appropriated and available funding.
- B. VPPA. This Participating Addendum and any order issued pursuant to the Master Agreement is subject to the provisions of the Commonwealth of Virginia Public Procurement Act (Va. Code § 2.2-4300 et seq.) and any changes or revisions thereto, which are hereby incorporated into this Participating Addendum in their entirety.
- C. Debarment Status. Contractor certifies that it is not debarred by the Commonwealth of Virginia from entering into this Participating Addendum and fulfilling any order issued pursuant to the Master Agreement, nor that it is an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- D. Payment. Invoices shall be submitted by the Contractor by email directly to accountspayable@varetire.org. All invoices shall show the contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- E. Taxes. Sales to the Commonwealth of Virginia are normally exempt from state sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the Contract are not exempt, the Contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.
- F. Audit. The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by VRS, whichever is sooner. VRS shall have full access to and the right to examine any of said materials during said period.

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G. Virginia Freedom of Information Act. The Parties acknowledge that VRS is a “public body” under the Virginia Freedom of Information Act (“VFOIA”), Va. Code §§ 2.2-3700, et seq., and that all documents, notes, e-mails, databases, and other forms of records or communication in the custody or control of VRS, including those sent to VRS by outside entities, are subject to production under VFOIA upon request unless there is an applicable exemption under VFOIA or other relevant law. VRS agrees to make best efforts to provide Contractor with notice that a VFOIA request has been made for Contractor’s records that are in the custody or control of VRS as is reasonable and practicable under the circumstances.

H. Definitions.

- a. The definition of “Confidential Information” in Section 2 of Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions shall be amended to read as follows: “‘Confidential Information’ means any information relating to the disclosing Party’s business, including, but not limited to, commercially sensitive information, production designs, product plans, software and technology, financial information, marketing plans, business opportunities, pricing information, discounts, customer lists, inventions and know-how, that is (a) identified as confidential at the time of disclosure or (b) disclosed orally and subsequently identified in writing as confidential within thirty days following the initial disclosure of such information. With respect to (b), such information shall be considered Confidential Information as of the date the receiving Party receives written notice. Confidential Information does not include Non-Public Data or Personal Data. All VRS Data shared with Contractor that is not Non-Public Data or Personal Data is Confidential Information.”
- b. The definition of “Personal Data” in Section 2 of Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions shall be amended to read as follows: “‘Personal Data’ means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description and can be readily associated with a particular individual. Personal data includes the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver’s license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.” Personal data also includes “personal information” as defined in Va. Code § 2.2-3801.
- I. Use of Confidential Information, Non-Public Data, and Personal Data. Contractor agrees to (a) to hold in strict confidence all Confidential Information, Non-Public Data, and Personal Data of VRS; (b) to use VRS’ Confidential Information, Non-Public Data, and Personal Data only for performing any orders placed pursuant to the Master Agreement; (c) not to disclose VRS’ Confidential Information, Non-Public Data, or Personal Data to any third party other than Contractor’s employees, subcontractors, agents, or affiliates

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who have a need to know the Confidential Information, Non-Public Data, or Personal Data in connection with performing any order placed pursuant to the Master Agreement and are bound in writing to terms at least as restrictive as those herein; and (d) to promptly notify the disclosing Party in writing within at least 48 hours of any suspected or confirmed unauthorized use or disclosure of Confidential Information, Non-Public Data, or Personal Data in breach of this Participating Addendum, and cooperate with VRS to help mitigate the effects of such breach, including as provided in J (e) of this Participating Addendum. Contractor shall inform its employees, subcontractors, agents, and affiliates to whom Confidential Information, Non-Public Data, or Personal Data is disclosed of the obligations under this Participating Addendum and be responsible for such employees, subcontractors, agents, and affiliates compliance with such obligations. Contractor shall be responsible for any breach of this Participating Addendum by its employees, subcontractors, agents, and affiliates.

J. Additional Data Security Terms for Non-Public Data and Personal Data.

- a. Contractor agrees to protect against the unauthorized access, disclosure, alteration or use of Non-Public Data and Personal Data using means at least as protective as those it uses for its own information of a similar nature, and with at least a reasonable degree of care that minimally meets the requirements defined in the then-current Commonwealth of Virginia Information Security Standard (SEC530). Without limiting the foregoing, Contractor agrees that all electronic Non-Public Data and Personal Data will be encrypted in transmission (including via web interface) in accordance with industry best practices commensurate to the sensitivity of the Non-Public Data and Personal Data, such as controls outlined in the Moderate control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.
- b. Contractor agrees that all Non-Public Data and Personal Data shall be stored in data centers located within the United States and its territories and shall not be transferred outside of the United States or its territories.
- c. Contractor agrees that all technical support shall be provided from within the United States or its territories.
- d. Contractor shall confirm in response to a monthly email inquiry from VRS that VRS' Non-Public Data and Personal Data is residing within the United States or its territories.
- e. In the event of a Data Breach, as defined in Section 2 of Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions, the Contractor shall:
 - i. Notify VRS in writing within at least 48 hours of such Data Breach. Such notice shall include a description of the nature and timing of the Data Breach;

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- ii. Cooperate with VRS to help mitigate the effects of such Data Breach;
 - iii. Provide VRS with the opportunity to participate in the investigation of the Data Breach;
 - iv. Permit VRS to exercise control over reporting the Data Breach, including reporting the Data Breach to impacted individuals;
 - v. If the Data Breach meets the requirements of Va. Code § 18.2-186.6, provide VRS with any information necessary for VRS to provide its required notification to the Office of the Attorney General of Virginia; and
 - vi. To the extent that the Data Breach involved unauthorized use or disclosure of personal information as defined by Va. Code § 2.2-3801 and at Contractor's sole cost, (i) provide notification of the Data Breach to impacted individuals at the direction and subject to the approval of VRS, (ii) provide impacted individuals with a minimum of two years of free identity-theft credit monitoring services using Experian or another provider of VRS' choice, and (iii) set up or contract with a call center to assist impacted individuals using solely U.S.-based call-center staff.
- K. Notice of Upgrades. Laserfiche will provide early access to major updates in the VRS test environment a minimum of 30 business days prior to release.
- L. Recovery Time Objective. Pursuant to Section 19 of Exhibit 1 to the Master Agreement: Software-as-a-Service, Contractor shall provide VRS with a Recovery Time Objective ("RTO") of six hours.
- M. IA Tools. Contractor shall not use Subscriber Content to train, improve, or develop Contractor's "Intelligent Automation Tools" or "IA Tools."
- N. No subcontracting. Contractor shall not subcontract any portion of its obligations under any of the Contract Documents unless (i) Contractor has obtained the prior written consent of VRS to the use of the subcontractor and (ii) Contractor has entered into a separate written agreement with the subcontractor that requires the subcontractor to agree to and abide by all the terms and conditions of the Contract Documents. Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors and persons employed by such subcontractors as it is for the acts and omissions of its own employees.
- O. Notice of Reduction or Suspension of Access to Subscriber's Account and the Services Environment. Contract shall provide VRS with at least five business days advanced notice prior to reducing or suspending VRS' access to Subscriber's Account and/or the Service Environment pursuant to Section 3.4 of the Laserfiche Cloud Subscription Agreement (August 2023).
- P. Termination for Convenience. VRS may terminate an order issued pursuant to the Master Agreement, in whole or in part, at any time and for any reason upon not less than 90 calendar days prior written notice to Contractor. Additionally, termination of an order

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issued pursuant to the Master Agreement shall relieve VRS of the obligation to pay all future amounts due after the termination date related to such order; *provided that* software subscriptions are purchased up front annually and thus there will be no *pro rata* refund on any amounts prepaid for early terminated contracted period term.

- Q. Termination for Non-Appropriation of Funds. All payment obligations under an order issued pursuant to the Master Agreement are subject to the availability of funds (including any combination of federal, state, or local appropriations) *provided that* software subscriptions are purchased up front annually and thus there will be no *pro rata* refund on any amounts prepaid for early terminated contracted period term. In the event of non-appropriation of funds for goods or services under an order issued pursuant to the Master Agreement, VRS may terminate, in whole or in part, the order. VRS shall provide written notice to the Contractor as soon as possible after legislative action is completed. There will be no time limit for termination due to termination for lack of appropriations.
- R. Protection of VRS' Data After Termination. Section 7 c of Exhibit 1 to the Master Agreement: Software-as-a-Service shall be amended to increase from 10 days to 30 days the time period after termination of any service or agreement in entirety in accordance with the contract period during which the Contractor shall not take any action to intentionally erase VRS' data.
- S. Return or Destruction of VRS' Data. Promptly upon the written request of VRS, Contractor shall, at the election of VRS either (a) return to VRS or (b) destroy all documents or other materials furnished by VRS to Contractor constituting VRS' Data, together with copies thereof, including flash drives or electronic copies in the possession of Contractor, in compliance with the then-current Commonwealth of Virginia Removal of Commonwealth Data from Electronic Media Standard (SEC514). Additionally, Contractor will cease all further use of VRS' Data, whether in tangible or intangible form. When VRS requests that documents or other materials be destroyed in accordance with this section, Contractor shall confirm such destruction in writing to VRS. Notwithstanding the foregoing, Contractor may retain copies of VRS' Data that Contractor is required to retain by applicable law, rule, or regulation; provided that such retained VRS data shall be subject to the terms of the Contract Documents for so long as it is retained. For the avoidance of doubt, Contractor shall not retain Personal Data to protect its rights or those of a third party.
- T. Compliance with Laws. The Parties will comply with all applicable laws, regulations, and rules.
- U. Governing Law and Venue. The Contract Documents and any order issued pursuant to the Master Agreement, including their formation, will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions that would require a different result. The exclusive jurisdiction and venue for any action arising out of or relating to the subject matter of the Contract

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Documents and any order issued pursuant to the Master Agreement will be the state and federal courts located in Richmond, Virginia, and both Parties submit to the personal jurisdiction of such courts.

- V. Assignment. Neither this Participating Addendum nor any order issued pursuant to the Master Agreement may be assigned by either Party without the express written consent of the other. In the event that this Participating Addendum or an order issued pursuant to the Master Agreement is assigned, it shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their approved assigns.

- W. Amendment. No change, consent, or waiver to the Contract Documents or any order issued pursuant to the Master Agreement will be effective unless in writing and signed by the Party against which enforcement is sought. The Parties expressly agree that (i) click-wrap, click-through, or shrink-wrap agreements (or other similar or standard form agreements) that VRS, including individual VRS employees acting in the course of business, has or may be required to accept as a part of downloading, installing, accessing, or using the Contractor's products or services or any updates, upgrades, or enhancements to the Contractor's products or services or (ii) other agreements or terms and conditions imposed on VRS outside of the Contract Documents shall be null, void, and without effect, and the terms of the Contract Documents shall apply.

- X. Force Majeure. Section 15 of the Laserfiche Cloud Subscription Agreement (August 2023) shall be amended to read in its entirety as follows: "Neither part will be liable for any failure, delay, or default in performance if caused by: an act of war, hostility or sabotage; act of God or nature; pandemic; electrical, internet, data center, or telecommunications outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures."

- Y. Disputes. Any dispute arising under or relating to any of the Contract Documents shall be resolved in accordance with Article 5 (§ 2.2-4357 et seq.) of Chapter 43 of Title 2.2 of the Code of Virginia. Contractor shall not be permitted to cancel Subscriber's Account, terminate Subscriber's Subscriptions or the Services Environment, or delete Subscriber Content for any reason related to late payment, nonpayment, or disputed amounts. Notwithstanding the foregoing, Contractor shall be permitted to reduce or suspend access to Subscriber's Account or the Services Environment due to late payment or nonpayment, including of any disputed amounts (unless deposited in escrow), that remain outstanding more than 90-days after Contractor's submission of a claim in writing to VRS; provided, however, that Contractor shall give VRS no less than 30 days' prior written notice before taking any such action to reduce or suspend access. For the avoidance of doubt, if Contractor continues to provide licenses or services during the pendency of any dispute, VRS shall remain obligated to pay all fees and charges for such services in accordance with the terms of the Contract Documents.

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Z. Selection of Counsel. Pursuant to §§ 2.2-510 and 2.2-514 of the Code of Virginia, the selection of counsel and approval of any settlement related to Contractor's indemnification of VRS will be subject to the approval of the Commonwealth of Virginia.

AA.Waiver. Nothing in this Participating Addendum shall be deemed or construed as an express or implied waiver of the sovereign immunity of the Commonwealth of Virginia or a pledge of the full faith and credit of the Commonwealth of Virginia. Failure of either Party to this Participating Addendum to object to or take affirmative action with respect to any conduct of the other which is in violation of the terms of this Participating Addendum shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

BB.No Publicity. The Contractor will not identify VRS or use VRS' name, trademark, logo, or acronym in any press release, advertising, sales material, public disclosure, or publicity without prior written authorization from VRS.

CC.Severability. If any provision of this Participating Addendum is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Participating Addendum will otherwise remain in full force and effect.

DD.Notices. Any notice, approval, request, authorization, direction or other communication under this Participating Addendum shall be given in writing to the applicable Party at the addresses set forth below and will be deemed to have been delivered (a) on the delivery date, if delivered personally; (b) one (1) business day after deposit with a commercial overnight carrier requiring written verification of receipt; (c) three (3) business days if given delivered by U.S. mail, postage prepaid, return receipt requested; or (d) upon confirmation of receipt, if delivered via email.

CONTRACTOR:

Compulink Management Center, Inc. dba Laserfiche
Attn: Chief Legal Officer
3443 Long Beach Blvd.
Long Beach, CA 90807
Phone: 562-988-1688
Email: notices@laserfiche.com

VRS:

Virginia Retirement System
Attn: Procurement Manager
1200 E. Main St.
Richmond, VA 23218-2500
Phone (804) 771-7355

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Fax: (804) 786-1541
Email: VRS-Procurement-Office@varetire.org

EE. Counterparts and Electronic Signatures. This Participating Addendum may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single contract between the Parties with the same effect as if all the signatures were upon the same instrument. Any signature delivered by electronic means shall be treated for all purposes as an original and execution of an electronic copy will have the same force and effect as execution of an original.

FF. Mandatory Terms. This Participating Addendum shall be deemed to incorporate provisions that the Virginia Public Procurement Act requires to be included in Commonwealth contracts. These can be found in the following Sections of the *Code of Virginia*: § 2.2-4363 (procedure for filing claims); § 2.2-4354 (requirement to pay subcontractors); § 2.2-4311 (non-discrimination in contracts above \$10,000); § 2.2-4201(3) (requirements concerning sexual harassment policy in contracts above \$10,000); §§ 2.2-3500 through 2.2-3504 (accessibility requirements for information technology contracts); § 2.2-4312 (drug-free workplace in contracts above \$10,000); § 2.2-4311.1 (compliance with federal immigration law); and § 2.2-4311.2 (authorization to transact business in Virginia, if legally required).

GG. Entire Agreement. The Contract Documents are the entire agreement and supersedes all prior negotiations, understandings, or oral or written agreements between the Parties regarding VRS' use of the Master Agreement.

6. Orders: Any order placed by VRS 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.

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

Participating Entity: Virginia Retirement System	Contractor: Compulink Management Center, Inc. dba Laserfiche
Signature: <i>Michael Cooper</i>	Signature: Signed by: <i>Peter Wayman</i> 55434A302F0F438...
Name: Mike Cooper	Name: Peter Wayman
Title: COO	Title: President
Date: 12/22/2025	Date: 12/20/2025

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Fay Tan
Email:	FTan@naspovaluepoint.org

**Please email fully executed PDF copy of this document
 to
PA@naspovaluepoint.org
 to support documentation of participation and posting
 in appropriate data bases.**