

**Participating Addendum
for
REMOTE INTERPRETING AND TRANSLATING SERVICES
between
the State of North Dakota
and
Bromberg & Associates, LLC**

This Participating Addendum is entered into by the State of North Dakota ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 40-00000-24-00076AB, executed by Contractor and the State of New Mexico ("Lead State") for Remote Interpreting and Translating Services ("Master Agreement"):

Bromberg & Associates, LLC ("Contractor")
32910 W. Thirteen Mile Road, Suite E-504
Farmington Hills, MI 48334

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Rouba Ayoub
[Business Development Lead]
rouba@brombergtranslations.com
313-481-4979

Participating Entity's contact for this Participating Addendum is:

Sara Bilden
IT State Procurement Officer
sbilden@nd.gov
701-328-0819

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or effective date, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

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- c. Artificial Intelligence (AI) Use.** Artificial Intelligence shall be used by the Contractor only as described in their Master Agreement. Any changes in use shall be approved by the Participating Entity prior to implementation.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

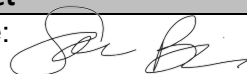
Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Master Agreement Number 40-00000-24-00076AB. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. FEDERAL FUNDING REQUIREMENTS.** 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. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- VIII. INFORMATION TECHNOLOGY STANDARDS.** Contractor shall comply with applicable Participating Entity enterprise architecture technology standards. ND state agencies subject to N.D.C.C. ch. 54-59 shall ensure the ND Information Technology Department is consulted and any required approvals are obtained prior to starting any work on this Participating Addendum.
- IX. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a.** Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions
- X. NOTICE.** Any notice required herein shall be sent to the following:
- | | |
|---|---|
| For Contractor: | For Participating Entity: |
| Jessica Yaacoub
Director of Operations
jessica@brombergtranslations.com
313-831-7651 | Sara Bilden
State IT Procurement Officer
sbilden@nd.gov
701-328-0819 |
- XI. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

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

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

CONTRACTOR:	PARTICIPATING ENTITY: ND Office of Management and Budget
Signature: <u>Jessica Yaacoub</u> Jessica Yaacoub (Jul 1, 2026 10:51:28 EDT)	Signature: 
Printed Name: Jessica Yaacoub	Printed Name: Sara Bilden
Title: Director of Operations	Title: State IT Procurement Officer
Date: 07/01/2026	Date: 7/1/2026

Attachment A

Participating Entity Modifications and Additions to Master Agreement Terms and Conditions

1. Taxpayer ID: Contractor's federal employer ID number is: 38-3493624
2. Coterminous: The term of this Participating Addendum shall be coterminous with the State of New Mexico State Contract Number 40-00000-24-00076AB
3. Confidentiality: Contractor shall not use or disclose any information it receives from Participating Entity under this Participating Addendum that Participating Entity has previously identified as confidential or exempt from mandatory public disclosure except from mandatory public disclosure except as necessary to carry out the purposes of this Participating Addendum or as authorized in advance by Participating Entity. Participating Entity shall not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that Participating Entity determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code (N.D.C.C) ch. 44-04. The duty of Participating Entity and Contractor to maintain confidentiality of information under this section continues beyond the term of this Participating Addendum.
4. Compliance with Public Records Laws: Under the North Dakota public records law and subject to the Confidentiality clause of this Participating Addendum, certain records may be open to the public upon request.

Public records may include: (a) records Participating Entity receives from Contractor under this Participating Addendum, (b) records obtained by either Party under this Participating Addendum, and (c) records generated by either Party under this Participating Addendum.

Contractor agrees to contact Participating Entity immediately upon receiving a request for information under the public records law and to comply with Participating Entity's instructions on how to respond to such request.
5. Spoliation: Contractor shall notify Participating Entity of all potential claims that Contractor is aware of that arise as a result of Contractor's performance under this Participating Addendum. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Participating Entity the opportunity to review and inspect the evidence, including the scene of an accident.
6. Cooperative Purchasing Contract: This Participating Addendum is a cooperative purchasing contract established pursuant to N.D.C.C. § 54-44.4-13. This Participating Addendum is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C chapter 39-04.2, and the International Peace Garden. Participation in this open-ended Participating Addendum is not mandated; therefore, the estimated volume of this Participating Addendum is not known.
7. Governing Law and Venue: This Participating Addendum is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Participating Addendum must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

8. Indemnification: In addition to any indemnity obligations found within the Master Agreement, Contractor agrees that any attorney appointed to represent the Participating Entity must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08.

9. Alternative dispute resolution – Jury Trial: Participating Entity does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. Participating Entity does not waive any right to a jury trial.

10. Attorney Fees: In the event a lawsuit is instituted by Participating Entity to obtain performance due under this Participating Addendum, and Participating Entity is the prevailing party, Contractor shall, except when prohibited by N.D.C.C. § 28-26-04, pay Participating Entity's reasonable attorney fees and costs in connection with the lawsuit.

11. Nondiscrimination and Compliance with Laws: e. CONTRACTOR is prohibited from boycotting Israel for the duration of this Contract. (See N.D.C.C. § 54-44.4-15.) CONTRACTOR represents that it does not and will not engage in boycotting Israel during the Term of this Contract. If STATE receives evidence that CONTRACTOR boycotts Israel, STATE shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if CONTRACTOR has fewer than ten (10) full-time employees..

12. DATA SECURITY

- a. Remote access to Data from outside the United States, including remote access to Data by authorized support staff in identified support centers, is prohibited.
- b. CONTRACTOR shall transmit, process, and store STATE Data within the continental United States.
- c. CONTRACTOR shall notify STATE at least ninety (90) days prior to any relocation of STATE's Data to a different hosting facility. STATE may terminate the Contract without penalty if STATE does not approve of the new hosting facility.

13. Third-Party Risk Management Program. CONTRACTOR shall undergo the third-party security questionnaire on an annual basis at no cost to the STATE, unless CONTRACTOR has received FedRAMP, StateRAMP, or HiTrust certification. CONTRACTOR shall provide complete questionnaire within twenty-one (21) calendar days of receiving a written request. CONTRACTOR shall undergo the third-party security questionnaire when a breach has occurred.

14. DATA BREACH

- a. Upon discovery or reasonable belief of any Data Breach, CONTRACTOR shall provide notice, by phone and through electronic mail, to the individuals identified in SAAS NOTICE section of this Exhibit. CONTRACTOR shall provide such notification within the lesser of twelve (12) hours or the timeframe required by applicable laws and regulations after CONTRACTOR reasonably believes there has been such a Data Breach. To the extent known at the time of notification, CONTRACTOR's notice shall include:
 - 1) The nature of the Data Breach;
 - 2) The Data accessed, used or disclosed;
 - 3) The person(s) who accessed, used, disclosed, and/or received Data (if known);
 - 4) What CONTRACTOR has done or will do to quarantine and mitigate the Data Breach; and
 - 5) What corrective action CONTRACTOR has taken or will take to prevent future Data Breaches
- b. CONTRACTOR will provide daily updates, or more frequently if required by STATE, regarding findings and actions performed by CONTRACTOR until the Data Breach has been effectively resolved to STATE's satisfaction.
- c. CONTRACTOR shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with SLA set above in this attachment. Failure to do so may result in STATE exercising its options for assessing damages or other remedies under this Contract.

d. CONTRACTOR shall conduct an investigation of the Data Breach and shall share the report of the investigation with STATE. STATE and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. CONTRACTOR shall cooperate fully with STATE, its agents and law enforcement.

15. BREACH NOTICE

All notices or other communications required under this exhibit must be provided to the following: ND Office of Management and Budget	CONTRACTOR
Sara Bilden	Jessica Yaacoub
State IT Procurement Officer	Director of Operations
600 East Boulevard Ave	32910 W. 13 Mile Rd. Suite E504
Bismarck, ND 58505	Farmington Hills, MI, 48334
701-328-0819	313-831-7651
sbilden@nd.gov	jessica@brombergtranslations.com

STATE – ITD
GRC Team
GRC Team
4201 Normandy Street
Bismarck, ND 58503
(701) 328-4470
cygrc@nd.gov