

**PARTICIPATING ADDENDUM
(hereinafter "Addendum")
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Cloud Solutions 2016-2026
Administered by the State of Utah (hereinafter "Lead State")**

**MASTER AGREEMENT
Master Agreement No. AR2488**

SHI International Corp.
(hereinafter "Contractor")
And
The State of Louisiana
(hereinafter "Participating State")
Participating State Contract Number: 4400011410

The following products or services are included in this contract portfolio:

- PaaS – Platform as a Service
- IaaS – Infrastructure as a Service
- SaaS – Software as a Service

1. Scope

This Addendum covers Cloud Solutions lead by the State of Utah along with a multi-state sourcing team for use by all state agencies and local government entities, institutions of higher education, and school districts located in the State of Louisiana who are authorized by the State of Louisiana statutes to utilize state contracts.

2. Participation

Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Access to Cloud Solutions Services Requires State CIO Approval

Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information 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.

4. Term

The term of this Participating Addendum and State Contract Number 4400011410 shall be effective upon the date of final execution below (the "Effective Date") by the State of Louisiana through September 15, 2026, unless otherwise terminated in accordance with the termination

provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400011410 may be extended in accordance with the terms and conditions of the Master Agreement.

5. Non-Exclusive Contract

The contract shall be non-exclusive and shall not in any way preclude the State of Louisiana from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

6. Modifications and/or Additions to the Master Agreement

A. The following Product Lines are excluded from purchase under this Participating Addendum and State Contract Number 4400011410:

- Professional Services
- Consulting Services

These exclusions do not include any value added service that Contractor may perform as related to the products proposed in the Master Agreement. These services include but are not limited to product installation, maintenance and support, managed services and product training.

B. Administrative Fee:

Contractor shall pay a 1% administrative fee to the State of Louisiana. The fee shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales to entities located in the State of Louisiana under the contract. The check is to be made payable to the State of Louisiana, Division of Administration, Office of State Procurement. The check is to be mailed to the Office of State Procurement, Attn: OSP Receivables Specialist, either through the U.S. Postal Service to our box at: P. O. Box 94095, Baton Rouge, LA 70804-9095 or through a courier service to our physical location at: 1201 North 3rd Street, Suite 2-160, Baton Rouge, LA 70802. Contractor shall indicate State Contract 4400011410 on the remittance. Payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

C. Usage Reports:

Contractor shall submit detailed sales data reports quarterly to the State of Louisiana Contracts Manager. Initiation and submission of the quarterly reports to the State of Louisiana is the responsibility of the Contractor without prompting or notification by the State of Louisiana Contracts Manager. The format for the detailed sales data report shall be in accordance with the reporting format approved by the lead state. The due dates of each quarterly report are as follows:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

D. Amendments:

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Louisiana. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

E. Assignment:

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400011410 by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

F. Cancellation:

Termination for Cause: The State may terminate this Participating Addendum or State Contract Number 4400011410, for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Participating Addendum or State Contract Number 4400011410, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Participating Addendum or State Contract Number 4400011410, shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Participating Addendum or State Contract Number 4400011410, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience: The State may terminate this Participating Addendum or State Contract Number 4400011410, at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

Termination for Non-Appropriation of Funds: The continuation of this Participating Addendum, State Contract Number 4400011410, or any order issued pursuant to State Contract Number 4400011410 is contingent upon the

continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400011410, or any order issued pursuant to State Contract Number 4400011410. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400011410, or any order issued pursuant to State Contract Number 4400011410, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Participating Addendum, State Contract Number 4400011410, or any order issued pursuant to State Contract Number 4400011410; this Participating Addendum, State Contract Number 4400011410, or any order issued pursuant to State Contract Number 4400011410 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

G. Governing Law:

This Participating Addendum, State Contract Number 4400011410, or any order issued pursuant to State Contract Number 4400011410 shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Participating Addendum, State Contract Number 4400011410, or any order issued pursuant to State Contract Number 4400011410 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

H. Taxes:

Any taxes, other than State and local sales and use taxes from which the State of Louisiana is exempt, shall be assumed to be included within the total cost.

I. Electronic Vendor Payment Solutions:

The State desires to make payments electronically. The methods of payment may be via the State's LaCarte card (procurement card), EVP method that converts check payments to a Visa credit card account with unique security features and electronic remittance notifications, or EFT payments sent directly from the State's bank directly to the payee's bank. See Attachment A for additional information regarding electronic payment methods.

J. Late Payments:

Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

K. Public Information:

For the purposes of this Participating Addendum, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect.

L. Contract Controversies:

Any claim or controversy arising out of this Participating Addendum, State Contract

Number 4400011410, or any order issued pursuant to State Contract Number 4400011410, shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

M. Code of Ethics:

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Participating Addendum, State Contract Number 4400011410, or any order issued pursuant to State Contract Number 4400011410. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Participating Addendum, State Contract Number 4400011410, or any order issued pursuant to State Contract Number 4400011410.

N. Right to Audit:

The State of Louisiana Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

O. Contractors Cooperation/Close-Out:

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if the Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

P. Commissioner's Statements:

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this Participating Addendum, the Contract, any Contractor and/or subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging the Commissioner's duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

7. Louisiana Pricing Schedule ("LAPS") Contract

State Contract Number 4400011410 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing the contract.

8. Primary Contacts

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

Contractor

Name	Nick Grappone
Address	290 Davidson Avenue Somerset, NJ 08873
Telephone	732-564-8189
E-mail	Nick_grappone@shi.com

Participating State

Name	Felicia Sonnier
Title	Assistant Director-Purchasing
Address	Office of State Procurement P. O. Box 94095 Baton Rouge, LA 70804-9095
Telephone	225-342-8029
Fax	225-342-9756
E-mail	felicia.sonnier@la.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

9. Subcontractors


All contractors, dealers, and resellers authorized in the State of Louisiana, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

10. Orders

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Participating Addendum and/or State Contract Number 4400011410 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.

This Participating Addendum and the NASPO ValuePoint Master Agreement together with its exhibits, 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 Participating Addendum and the NASPO ValuePoint Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO ValuePoint 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 NASPO ValuePoint Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Participating State: State of Louisiana	Contractor: SHI International Corp.
By: 	By: 
Name: Paula Tregre	Name: Natalie Castagno
Title: Director of State Procurement	Title: Director of Response Team
Date: 6/9/17	Date: 6/8/17

ATTACHMENT A – Electronic Vendor Payment Solutions

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Vendor Payment solution (EVP) or Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or **ONLY** one (1) of the following options: EVP or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

EVP method converts check payments to a Visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information. Charges may apply.

EFT payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at:

<http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>.

To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at: <http://www.doa.la.gov/Pages/osrap/Forms/Forms.aspx> and <http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already enrolled</u>
LaCarte	<u>X</u>	<u> </u>

Choose ONLY One (1) of the following options:

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already enrolled</u>
EVP	<u> </u>	<u> </u>
EFT	<u>X</u>	<u> </u>

Natalie Castagno

 Printed Name of Individual Authorized

Natalie Castagno

 Authorized Signature for payment type chosen

6/8/17

 Date

natalie_castagno@shi.com 732-868-5902

 Email address and phone number of authorized individual