

NASPO ValuePoint  
**PARTICIPATING ADDENDUM  
AMENDMENT 1**



**CLOUD SOLUTIONS 2016-2026**  
Lead by the State of Utah

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Master Agreement #: **AR2472**

Contractor: **CARASOFT TECHNOLOGY CORPORATION**

Participating Entity: **STATE OF NORTH DAKOTA**

The parties agree to amend the Participating Addendum as follows:

1. The following products or services, as listed in the "Carahsoft, software quote [dated] 7.24.2023", are hereby ADDED as "included in this contract portfolio":
  - Conga Composer – Advanced Subscription.
  - Conga Composer for Salesforce - Advanced Subscription.
  - Conga Composer – Advanced Usage.
  - Conga Composer for Salesforce Advance Usage.
  - Conga Customer Learning Pass.
  - Composer Accelerator.
  - Conga Support – Base Support.
  
2. Contractor may not increase any cost(s) or fee(s) more than 5% annually and upon mutual agreement of both parties for licenses listed in this Amendment. Cost or fee increases for products or services not listed in this Amendment are governed by the Participating Addendum.

Any product or service not listed as "included in this contract portfolio" either in the Participating Addendum or this Amendment remain excluded.

All terms and conditions from the Participating Addendum remain in full force and effect.



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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: State of North Dakota, ND State Procurement Office	Contractor: Carahsoft Technology Corp.
Signature: 	Signature: 
Name: Angie Scherbenske	Name: Kristina Smith
Title: IT Procurement Officer	Title: Contracts Director
Date: 8/11/2023	Date: 8/10/2023

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

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

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**Attachment A  
Amendment of Salesforce Government Price Quotation – Quote Special Terms**

**DELETE:** “Customer acknowledges that these subscriptions are also subject to the Supplemental Terms for Eligible Nonprofits and Educational Institutions available at <https://www.salesforce.com/company/legal/agreements.jsp>, which are hereby made part of this Order Form.” and **REPLACE** with: “Customer and Carahsoft acknowledge that these subscriptions are also subject to the terms and conditions previously negotiated between the Parties and contained in the Participating Addendum, including its Attachments, and this Amendment.”

**ADD** the following:

Customer (Purchasing Entity) and Contractor acknowledge that, only to the extent expressly permissible under applicable law, these subscriptions are also subject to the Salesforce.org Supplemental Terms available at <https://www.salesforce.com/company/legal/agreements.jsp>, which are hereby made part of this Order Form. Specifically, Contractor agrees to provide the Salesforce Services in the absence of a separate agreement between Customer (Purchasing Entity) and Salesforce regarding the applicability of the Salesforce Master Services Agreement terms and conditions.

Customer (Purchasing Entity) must reference Quote number on Purchase Order.

Should Customer (Purchasing Entity) purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Licensee (Purchasing Entity) and Contractor agree that, only to the extent expressly permissible under applicable law, any order for Salesforce Services will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms, copies of which are found at: <https://carah.io/SFDC-TOU> (as amended in Attachment B to the Participating Addendum) and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer (Purchasing Entity) purchase order or in any other Customer (Purchasing Entity) order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among documents, the order of precedence shall be in accordance with the Master Agreement.

All current standard Government Cloud Premier+ Support customers will migrate to the Government Cloud Plus infrastructure as Government Cloud Premier+ Support is going end of life. The following terms shall apply: <http://www.carahsoft.com/government-cloud-terms>. A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: [https://help.salesforce.com/articleView?id=000270080&language=en\\_US&type=1](https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1)

Product Terms Directory: <http://carah.io/Product-Terms-Directory>

Help & Training: <http://carah.io/Help>

**Attachment B  
Amendment to Conga End User License Agreement**

The parties to this Amendment and the Participating Addendum agree that the "Conga End User License Agreement" (EULA) is amended as follows:

1. The first four paragraphs preceding 1. Subscription Services are hereby **DELETED** in their **ENTIRETY**.
2. Section 1.5, **SFDC's Role**. This section is amended to **DELETE** "[https://www.salesforce.com/content/dam/web/en\\_us/www/documents/legal/Agreements/allianceagreements-and-terms/Reseller-Pass-Through-Terms.pdf](https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements/allianceagreements-and-terms/Reseller-Pass-Through-Terms.pdf)." and REPLACE with "These terms and conditions have been previously negotiated between the Parties and are contained in the Participating Addendum, Attachment B, Amendment to SFDC Terms of Use."
3. Section 6.1, **Indemnification by Customer**. This section is **DELETED** in its **ENTIRETY**. Customer does not have legal authority to indemnify.
4. Section 7, **No liability**. References to limitation of liability or no liability for direct damages are **DELETED**. The following language is **ADDED** to the section: Any limitation of liability for direct loss to the Customer is governed by the Participating Addendum and is pursuant to North Dakota Century Code (N.D.C.C.) § 32-12.2-15.
5. The following language is **ADDED** to the EULA: **Order of Precedence**. Any conflict in documents is controlled by this Amendment, the Participating Addendum, and the Master Contract, in that order.