



PARTICIPATING ADDENDUM

NASPO VALUEPOINT

CLOUD SOLUTIONS 2016-2026

Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT NO: 2472

Carahsoft Technology Corporation

(Hereinafter "Contractor" or "Carahsoft")

And

State of Rhode Island, by and through the Division of Purchases, on behalf of the Rhode Island Division of Purchases, on behalf of the Rhode Island Division of Enterprise Technology Strategy and Services, Office of Information Technology

(Hereinafter "Participating Entity")

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

- *The products and accessories listed on the Contractor page of the NASPO ValuePoint website relating solely to the purchase of ServiceNow Fulfiller Professional licenses for ITSM Service Desk and ServiceNow Software Asset Management licenses, plus maintenance. SAAS implementation and training are not included.*

Master Agreement Terms and Conditions:

1. Scope: This Participating Addendum covers the Cloud Solutions by the State of Utah for use by the Participating Entity as authorized by the State of Rhode Island's statutes with the prior approval of the State Chief Procurement Official.
2. Participation: No other entities except the Participating Entity identified above are authorized to participate.
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. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):



CLOUD SOLUTIONS 2016-2026

Lead State: **Utah**

Contractor

Name:	Bethany Blackwell
Address:	1860 Michael Faraday Dr, Suite 100, Reston, VA 20190
Telephone:	703-230-7435
Fax:	703-871-8505
Email:	NASPO@CarahSoft.com ; Bethany.Blackwell@Carahsoft.com

Participating Entity

Name:	Ramesh Madhavan
Address:	One Capital Hill, Providence RI 02908
Telephone:	(401) 574 9162
Fax:	401-462-4721
Email:	ramesh.madhavan@doit.ri.gov

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.

6. Participating Entities Modifications or Additions to Master Agreement: The State of Rhode Island, Department of Administration's General Conditions of Purchase, attached hereto and made a part hereof as Appendix A.

7. Term: The Term of this Participating Addendum shall begin upon issuance of this Participating Addendum by the Participating Entity and will end September 15, 2026, unless sooner terminated in accordance with this Participating Addendum or the Master Agreement.

8. Pricing: The Cloud solutions shall be offered at the all-inclusive rates in Contractor's price list as amended available on the NASPO ValuePoint contractor web after applying, at a minimum, the applicable discounts shown. Contractor may be invited to provide lower pricing than available through the Contractor's price list as a result of competitive bidding between NASPO ValuePoint Cloud contractors, volume discounting or direct negotiation, which price will be reflected in the purchase order or release and supercede the Contractor's price list.

Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the Contractor. Any travel must be approved in advance in writing by the Participating Entity.

9. Order of Precedence: The Contractor and the Participating Entity agree that unless stated herein the provisions of this Participating Addendum have precedence over conflicting terms in the Master Agreement. In the event that any provisions of this Participating Addendum is contrary to Rhode Island law, such provision shall be null and void.

CLOUD SOLUTIONS 2016-2026

Lead State: **Utah**

The following documents, in order of precedence, constitute the entire agreement between the Contractor and the Participating Entity. Items (b) –(e) are incorporated by reference into this Participating Addendum:

- a) This Participating Addendum executed pursuant to the Master Agreement
- b) Master Agreement No. AR2472
- c) Applicable SOW Documents, licensing agreements, service level agreements and other service terms agreed upon in writing and signed by the Contractor and Participating Entity
- d) NASPO ValuePoint Solicitation CH16012 for Cloud Solutions 2016-2026
- e) Contractor's response to the NASPO ValuePoint Solicitation

The terms of the Participating Addendum and Master Agreement shall be read as cumulative and complimentary to the extent possible. In the event of a direct conflict in language among any of these documents, the terms and conditions of Appendix A General Conditions of Purchase shall prevail.

Participating Entity shall not be deemed to have agreed to any document in Attachment E to the Master Agreement until a Participating Entity's order for particular product and/or service, any licensing, software subscription terms, terms of service or similar document incorporated into Attachment E of the Master Agreement that governs the product and/or service may be agreed to by the participating Entity only to the extent not in conflict with the Master Agreement, this Participating Addendum, or other written agreements between the Contractor and the Participating Entity and must be signed by both the Participating Entity and Contractor. Any agreement made in writing between the Participating Entity and the Contractor or between the Participating Entity and the applicable service provider as an alternative or addendum to a document in Attachment E shall prevail over Attachment E. Such alternative agreements shall be incorporated into this Participating Addendum.

10. Subcontractors: All Contractor's dealers, and resellers authorized in the State of Rhode Island, 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 and reseller participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement subject to the terms and conditions in this Participating Addendum.

11. Contractor's Performance and Warranties: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if the work, products or services are furnished or performed by Subcontractors.

Contractor shall insure that all manufacturer's or software publisher's warranties are transferred to the Participating Entity and shall provide a copy of such warranty. These warranties shall be in addition to all other warranties, express, implied or statutory.

12. Orders: Any order placed by a Participating Entity 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



CLOUD SOLUTIONS 2016-2026
 Lead State: **Utah**

other terms and conditions) of the Master Agreement subject to the terms and conditions in this Participating Addendum unless the parties to the order agree in writing that another contract or agreement applies to such order.

- 13. Entire Agreement: This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any oral or written communications between the parties, all of which are excluded. Terms and conditions inconsistent, contrary or in addition to the terms of this Participating Addendum and the Master Agreement, shall not be added to incorporated into this Participating Addendum or the Master Agreement by any subsequent quotation, purchase order or release or otherwise, and any such attempts to add or incorporate such terms are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement shall prevail and govern in case of any inconsistent terms.
- 14. Amendment: This Participating Addendum may be modified only by a written document executed by the parties hereto.
- 15. Counterparts and Execution: This Participating Addendum may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution may be effected by delivery of .pdf sent via electronic mail of signature pages.

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

Participating Entity:	Contractor: Carahsoft Technology Corporation
Signature:	Signature: <i>Kristina Smith</i>
Name:	Name: Kristina Smith
Title:	Title: Director of Contracts
Date:	Date: 03/25/2019

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

NASPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS 2016-2026
Lead State: **Utah**

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@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.*