Master Agreement #: AR2472

Contractor: CARASOFT TECHNOLOGY CORPORATION

Participating Entity: STATE OF ALABAMA

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

- Only the SAP Concur Solution products and accessories listed on the Contractor page of the NASPO ValuePoint website. The State reserves the right to add other brands at a later date.

**Master Agreement Terms and Conditions:**

1. **Scope:** This addendum covers Cloud Solutions lead by the State of Utah for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.

2. **Participation:** This NASPO ValuePoint Master Agreement may be used by the Department of Finance only as authorized to use statewide contracts in the State of Alabama. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. The State reserves the right to open the agreement to other entities at a later date.

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):

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Name: Bethany Blackwell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1860 Michael Faraday Drive, Suite 100</td>
</tr>
<tr>
<td></td>
<td>Reston, VA 20190</td>
</tr>
<tr>
<td>Telephone:</td>
<td>703-871-8500</td>
</tr>
<tr>
<td>Fax:</td>
<td>703-871-8505</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:NASPO@carahsoft.com">NASPO@carahsoft.com</a></td>
</tr>
</tbody>
</table>
Participating Entity

<table>
<thead>
<tr>
<th>Name</th>
<th>Jennifer Loretz, Senior Buyer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>100 N. Union Street, Ste. 192, Montgomery, AL 36130</td>
</tr>
<tr>
<td>Telephone</td>
<td>334-242-7250</td>
</tr>
<tr>
<td>Fax</td>
<td>334-242-4419</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Jennifer.loretz@purchasing.alabama.gov">Jennifer.loretz@purchasing.alabama.gov</a></td>
</tr>
</tbody>
</table>

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. See *Attachment A*

6. **Subcontractors**: All contractors, dealers, and resellers authorized in the State of Alabama, 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.

7. **Orders**: Any order placed by a Participating Entity or Purchasing 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 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.
IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

<table>
<thead>
<tr>
<th>Participating Entity:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>STATE OF ALABAMA</td>
<td></td>
</tr>
<tr>
<td><strong>Signature:</strong></td>
<td><strong>Signature:</strong></td>
</tr>
<tr>
<td>Michael A. Jones</td>
<td>Ellen Lord</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael A. Jones</td>
<td>Ellen Lord</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Purchasing Director</td>
<td>Contracts Manager</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 24, 2018</td>
<td>April 24, 2018</td>
</tr>
</tbody>
</table>

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

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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

Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.
ATTACHMENT A
PARTICIPATING ADDENDUM

For: The State of Alabama
Under the NASPO ValuePoint Master Agreement
Cloud Solutions, Carasoft Technology Corporation

Choice of Law, Venue:
This contract will be governed by the laws of the State of Alabama and the sole venue for
litigation and alternative dispute resolution activities will be the City of Montgomery in
the State of Alabama.

Not to Constitute a Debt to the State:
The terms and commitments contained in this master agreement shall not constitute a
debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the
Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment
No. 26.

Contract Length:
Section 41-16-27, Code of Alabama 1975 states that contracts for the purchase of
personal property or contractual services other than personal services shall be let by
competitive bid for periods not greater than five years. This agreement shall not exceed
the original terms of the contract/agreement nor shall it exceed five (5) years whichever
comes first.

Vendor Subscription:
Contract vendor must be actively subscribed and remain active with State Purchasing for
the life of the contract. Subscriptions may be completed by following the “Pay
Subscription Fee” link at https://procurement.staars.alabama.gov or follow the Vendor
Self Service link at www.purchasing.alabama.gov.

Alabama Immigration Law:
Contract vendor must comply with the requirements of the Beason-Hammon Alabama
Taxpayer and Citizen Protection Act (Act 2011-535) and as amended by Act 2012-491.
See page 3 of Attachment A.

Disclosure Statement:
Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be
completed and filed with all proposals, bids, contracts, or grant proposals to the State of
Alabama in excess of $5,000. In circumstances where a contract is awarded by
competitive bid, the disclosure statement shall be required only from the person receiving
the contract and shall be submitted within ten (10) days of the award.
https://ago.alabama.gov/Form
Late Payments:
Penalty for agencies paying invoices late may not exceed the rate charged by State of
Alabama Comptroller's Office.

Non-appropriation of funds:
Continuation of any agreement between the State and a bidder beyond a fiscal year is
contingent upon continued legislative appropriation of funds for the purpose of this bid
and any resulting agreement. Non-availability of funds at any time shall cause any
agreement to become void and unenforceable and no liquidated damages shall accrue to
the state as a result. The State will not incur liability beyond the payment of accrued
agreement payment.

Proration:
Any provision of a contract resulting from this bid to the contrary notwithstanding, in the
event of failure of the State to make payment hereunder as a result of partial
unavailability, at the time such payment is due, of such sufficient revenues of the State to
make such payment (proration of appropriated funds for the State having been declared
by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the
contractor shall have the option, in addition to the other remedies of the contract, of
renegotiating the contract (extending or changing payment terms or amounts) or
terminating the contract.
Dear Vendor:

Your company has been identified as the recommended awardee for a procurement by the Division of Purchasing for the State of Alabama. The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535) and as amended by Act 2012-491 affects this award. This law requires that as a condition for the award of any contract by the State to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. It further states that the business entity or employer who employees one or more employees within the State of Alabama shall provide documentation establishing that the business is enrolled in the E-Verify program. In order to comply with E-Verify requirement of Act 2011-535, if you employ persons within the State of Alabama, it is necessary that you provide a copy of your E-Verify MOU signed by both your company and the Department of Homeland Security. To enroll in the E-Verify program visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify). The E-Verify MOU is required within 5 calendar days of this request. E-Verify documentation should be identified with the bid number and buyer name. You may email the MOU to the buyer. The mailing address is: State of Alabama, Division of Purchasing, PO Box 302620 Montgomery, AL 36130-2620. The courier or hand delivery address is: State Of Alabama, Division of Purchasing 100 N. Union St. Suite 192, Montgomery Alabama 36104.

If your company does not employ persons within the State of Alabama, sign this letter and return to us within 5 calendar days by one of the means listed above. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. If you have questions, please contact us at (334) 242-7250.

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Carahsoft Technology Corporation DOES NOT employ persons within the State of Alabama

(company name)

Ellen Lord

Ellen Lord

Contracts Manager

April 24, 2018

(signature)

(printed name)

(title)

(date)