State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000097419
SciQuest, Inc.
6501 Weston Parkway #200
Cary, North Carolina 27513

Telephone No. (919) 659-2113

Price Agreement Number: 10-000-00-00046
Price Agreement Amendment No.: Three
Term: May 3, 2012 – May 2, 2020

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice: As Requested

Procurement Specialist: India Garcia
Telephone No.: (505) 827-0483

Title: E-Procurement Solutions and Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Correct term date on Amendment Two (2), dated 06/28/2016 from June 30, 2016 – June 29, 2021

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]

Date: 08/31/2016

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor  
0000097419  
SciQuest, Inc.  
6501 Weston Parkway #200  
Cary, North Carolina 27513

Price Agreement Number: 10-000-00-00046
Price Agreement Amendment No.: Two
Term: May 3, 2012 – June 29, 2021

Ship To:  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: India Garcia
Telephone No.: (505) 827-0483

Invoice:  
As Requested

Title: E-Procurement Solutions and Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 30, 2016 to June 29, 2021 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 06/28/2016

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
Awarded Vendor
0000097419
SciQuest, Inc.
6501 Weston Parkway #200
Cary, North Carolina 27513

Telephone No. (919) 659-2113

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Price Agreement Number: 10-000-00-00046
Price Agreement Amendment No.: One

Procurement Specialist: India Garcia
Telephone No.: (505) 827-0483

Title: E-Procurement Solutions and Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from May 3, 2015 to June 29, 2016 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 04/30/2015

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT # 2

CONTRACT # PA494

Original Starting Date: 06/30/11

Expiration Date: 06/29/16

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and

SCIQUEST, INC
(Referred to as CONTRACTOR)

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Amended Expiration Date: Same
Potential Renewal Options Remaining:
Two 5-year renewals
- The contract is amended to: Adding Products:
- Contract Director offerings,
- Spend Radar offerings,
- Virtual Item Master,
- Digital Mailroom offerings,
- Removing Products:
- The Supplier Diversity Manager offerings

Please provide the following contact information.

<table>
<thead>
<tr>
<th>General Contact</th>
<th>Name</th>
<th>Phone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Patricia Whitaker</td>
<td>919-306-6097</td>
<td><a href="mailto:pwhitaker@sciquest.com">pwhitaker@sciquest.com</a></td>
</tr>
<tr>
<td>Sales Contact</td>
<td>Blair Tolbard</td>
<td>919.500.3216</td>
<td><a href="mailto:btolbard@sciquest.com">btolbard@sciquest.com</a></td>
</tr>
<tr>
<td>Quarterly Report Contact</td>
<td>Marianna Kajjust</td>
<td>919-659-2347</td>
<td><a href="mailto:mkajjust@sciquest.com">mkajjust@sciquest.com</a></td>
</tr>
</tbody>
</table>

All other terms and conditions in the original contract remain the same.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

[Signature]

Jennifer Kaolin

Date: 5/7/2014

STATE OF UTAH

[Signature]

Kent Beers, Director
State of Utah Division of Purchasing

Date: 5/8/14

VP Finance

[Signature]

John Lawlor

Purchasing Agent

Phone #: (801) 538-1287

Fax #: (801) 538-3882

Contract #: PA494

Jeff Mottishaw

[Signature]
State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000097419
SciQuest Inc.
6501 Weston Parkway #200
Cary, North Carolina 27513

Telephone No. (919) 659-2113

Price Agreement Number: 10-000-00-00046
Payment Terms: See Contract
F.O.B.: See Contract
Delivery: See Contract

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Gerrie Becker
Telephone No.: (505) 476-3121

Invoice:
As Requested

Title: E-Procurement Solutions and Services

Term: May 3, 2012 thru May 2, 2015

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 05/03/12

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
EXHIBIT B
Form of Participating Addendum

PARTICIPATING ADDENDUM

to

Master Price Agreement by and among SciQuest, Inc. and
the State of Colorado, the National Association of Procurement Officials, and
the Western States Contracting Alliance

This Participating Addendum is entered into by the state of New Mexico (the “Participating Entity”) and SciQuest, Inc. ("Contractor", and together with the Participating Entity, the "Addendum Parties"), pursuant to that certain Master Price Agreement for eProcurement Services (Hosted Software-as-a-Service), dated June 30, 2011, by and among Contractor and the State of Colorado and the National Association of State Procurement Officials ("NASPO"), on its own behalf and on behalf of the Western States Contracting Alliance ("WSCA"), WSCA/NASPO Agreement #W33-2010 (the “Master Agreement”). The Participating Addendum and Master Agreement, together with their respective exhibits and attachments, shall be collectively referred to as the "State of New Mexico Price Agreement #10-000-00-00046". The underlying procurement for these Services was lead by the State of Colorado on behalf of NASPO and WSCA and the WSCA/NASPO Members, for use by Participating Entities, State Agencies, Local Public Bodies and Native American Pueblos located in the state to utilize state contracts. This Participating Addendum is entered into pursuant to and incorporates by reference the terms and conditions of the Master Agreement. This Participating Addendum and the exhibits attached hereto are collectively referred to as the “Addendum”.

In consideration of the premises, covenants and mutual promises contained in this Addendum, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Addendum Parties hereby agree as follows.

1. **Scope:** The scope of this Addendum shall be limited to the scope of the Master Agreement. The purpose of this Addendum is to create a statewide centralized electronic procurement system providing more efficient delivery of state procurement services through the use of technology.

2. **Participation:** Use of the Master Agreement by an Authorized Purchaser is subject to the approval of the State Chief Procurement Official of the Participating Entity. Issues of interpretation and eligibility for participation are solely within the authority of the Participating Entity’s Chief Procurement Official.

3. **Modifications to Master Agreement:** Modifications to the Master Agreement and additional terms and conditions specific to this Addendum are attached hereto and incorporated herein as Attachment A.

4. **Primary Contacts:** The primary contacts for this Addendum shall be the individuals identified below or such other individuals as may be identified from time to time in a Notice sent by a designating party to the other parties set forth below:

**WSCA/NASPO Contract Administrator**
Name: Jack Gallit
Address: AMR Management Services

Page 1 of 21
5. **Subcontractors**: All assignments, subcontracts, or Subcontractors approved by Contractor or the Participating Entity are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Authorized Subcontractors under this Addendum are set forth in the Master Agreement.

6. **Contract Instructions**: All Service Orders issued under this Addendum shall be substantially in the form set forth in Exhibits E (Form of Statement of Work) and F (Form of Order Form) to the Master Agreement. State of New Mexico Executive Agencies will be required to complete the attached IT Contract for orders over $50,000.00. The Authorized Purchaser entering into a Service Order shall be solely responsible therefore and the Participating Entity shall not be responsible for or liable under any Service Order, unless the Participating Entity is the Authorized Purchaser under the Service Order. Each Service Order issued under this Participating Addendum shall contain the following:

[Tie to Forms of Order Form and SOW]

(a) "This Contract is subject to WSCA/NASPO Master Agreement # W33-2010 and the Participating Entity Price Agreement # 10-000-00-00046.",
(b) The name, address, contact, and phone number for the Authorized Purchaser;
(c) The Contractor Applications to which the Participating Entity is subscribing;
(d) A description of the Services to be provided; and
(e) The payment amounts and terms for the Subscriptions and Services.

All Service Orders shall be forwarded to Contractor through Contractor's Vice President of Finance at the following address:
Address Contracts to:

Name: Jennifer Kaelin, Vice President of Finance  
Address: 6501 Weston Parkway, Suite 200, Cary, NC  27513  
Telephone: (919) 659-2100  
Fax: (919) 659-2199  
E-mail: jkaelin@sciquest.com

All payments shall be remitted to Contractor at the following address:

Name: Jennifer Kaelin, Vice President of Finance  
Address: 6501 Weston Parkway, Suite 200, Cary, NC  27513  
Telephone: (919) 659-2100  
Fax: (919) 659-2199  
E-mail: jkaelin@sciquest.com

This Addendum and the Master Agreement, set forth the entire agreement between the Addendum Parties with respect to the subject matter hereof and all previous communications, representations or agreements, whether oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. Terms and conditions inconsistent with, contrary, or in addition to the terms and conditions of this Addendum and the Master Agreement, shall not be added to or incorporated into this Addendum or the Master Agreement by any subsequent contract or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement shall prevail and govern in the case of any inconsistent or additional terms within the jurisdiction of the Participating Entity.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Addendum Parties have executed this Addendum as of the date of execution by both Addendum Parties below.

THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR: SciQuest, Inc.  
Name: Jennifer Lacono  
Title: VP Finance

Signature:  
Date: April 27, 2012

AUTHORIZED PURCHASER:  
Name: Lawrence O. Maxwell  
Title: State Purchasing Agent

Signature:  
Date: 5/2/12

APPROVED:

Name:  
Title: WSCA/NASPO Contract Administrator

Signature:  
Date: 

Page 4 of 21
ATTACHMENT A
IT Contract

State of New Mexico

State Purchasing Division of the General Services Department

Information Technology Agreement
Contract No. ________________

THIS Information Technology Agreement ("Agreement" or "Contract") is made by and between the State of New Mexico, General services Department, State Purchasing Division, hereinafter referred to as the "Procuring Agency" and SciQuest, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

This Agreement is an attachment to the Participating Addendum entered into pursuant to the Master Agreement.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 et. seq; and Procurement Code Regulations, NMAC 1.4.1 et.seq; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, this Agreement is issued against the State of New Mexico Price Agreement #10-000-00-00046e-Procurement, established and maintained by the New Mexico State Purchasing Division of the General Services Department;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "Acceptance" or "Accepted" shall mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the Procuring Agency, in accordance with the terms of the Statement of Work executed by SciQuest and the Procuring Agency.

B. "Business Days" shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

C. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

D. "Chief Information Officer ("CIO")" shall mean the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico or Designated Representative.

E. "Confidential Information" of the Procuring Agency and the State of New Mexico means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work
product; (4) all information designated by the Procuring Agency or any other State agency as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the Procuring Agency or the State of New Mexico, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that is utilized, received, or maintained by the Procuring Agency, the Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.

F. “Contract Manager” shall mean a Qualified person from the Procuring Agency responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be _______________________ or his/her Designated Representative.

G. “Default” or “Breach” shall be as defined in Section XXI of the Master Agreement.

H. “Deliverable” shall be as defined in Section II(A) of the Master Agreement.

I. “Designated Representative” shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.

J. “DoIT” shall mean the Department of Information Technology.

K. "DFA” shall mean the Department of Finance and Administration; “DFA/CRB” shall mean the Department of Finance and Administration, Contracts Review Bureau.

L. "Executive Level Representative” shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency's executives or his/her Designated Representative.

M. “GRT” shall mean New Mexico gross receipts tax.

N. “Payment Invoice” shall mean a detailed, certified and written request for payment of Services and Contractor Applications by and rendered from the Contractor to the Procuring Agency. Payment Invoice(s) for Services must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.

O. “Performance Bond” shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.

P. “Project” shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget, as defined in a Statement of Work executed by SciQuest and the Procuring Agency. The Project terminates once the Project scope is achieved and the Project approval is given by the Executive Level Representative and verified by the Procuring Agency CIO to the DoIT, in accordance with the terms of the Statement of Work executed by SciQuest and the Procuring Agency. If applicable, under the terms of this Agreement the Project is [Insert Name of Project, if applicable; otherwise delete sentence].

Q. “Project Manager” shall mean a Qualified person from the Procuring Agency responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be _______________________ or his/her Designated Representative.

R. “Qualified” means demonstrated experience performing activities and tasks with Projects.

S. “Quality Assurance” shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, in the Statement of Work.
T. "Services" shall be as defined in Section II(A) of the Master Agreement.
U. "State Purchasing Agent (SPA)" shall mean the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.
V. "State Purchasing Division (SPD)" shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.
W. "Turnover Plan" means the written plan developed by the Contractor and approved by the Procuring Agency in the event that the work described in this Agreement transfers to another vendor or the Procuring Agency.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A Statement of Work, attached hereto and incorporated herein by reference.

B. Performance Measures. See Section VI (A) of the Master Agreement which is hereby incorporated herein by reference.

C. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A in accordance with the terms of the Statement of Work.

D. License. See Section X I.A of the Master Agreement which is hereby incorporated herein by reference.

E. The Procuring Agency’s Rights. See Section XI of the Master Agreement which is hereby incorporated by reference.

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. The Procuring Agency shall pay to the Contractor per the schedule set forth in that certain Order Form by and between the Procuring Agency and the Contractor, dated on or about the date hereof (the “Order Form”).

B. Payment. The total compensation under this Agreement shall not exceed $ including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.
The Contractor shall not be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

C. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

ARTICLE 4 – ACCEPTANCE

Contractor and the Procuring Agency shall follow the change management process outlined in the Statement of Work, Ex A, to be mutually agreed upon and executed by the parties.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND DFA/CRB.

This Agreement shall terminate as set forth in the Order Form, unless terminated pursuant to Article 6. The contract term shall be subject to the State of New Mexico Procurement Statutes.

ARTICLE 6 – TERMINATION

This Agreement may be terminated as provided in Section XXII(A) of the Master Agreement.
A. Appropriations. By the Procuring Agency, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency terminates this Agreement pursuant to this subsection, the Procuring Agency shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
ARTICLE 7 – TERMINATION MANAGEMENT

A. **Contractor.** In the event this Agreement is terminated for any reason in accordance with its terms, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the Procuring Agency property in which the Procuring Agency has a financial interest and any and all data, or property of the Procuring Agency in accordance with Sections VII(B)(E) and VII(B)(F) of the Master Agreement;
2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the Procuring Agency;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Agency may direct, for orderly completion and transition;
4. Take such action as the Procuring Agency may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that, the Procuring Agency is not liable for any costs arising out of termination and that the Procuring Agency is liable only for costs of Deliverables Accepted prior to the termination of the Agreement, except in the event Contractor has terminated the Agreement for breach in accordance with Section XXI of the Master Agreement;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Agency’s programs;
7. In the event that this Agreement is terminated due to the Contractor’s negligence or willful misconduct, Contractor’s liability shall be as described in Article 16 below, and in accordance with the Master Agreement;
8. Should this Agreement terminate due to the Contractor’s Default in accordance with Section XXII of the Master Agreement, the Procuring Agency shall have the remedies described in Section XXII of the Master Agreement;
9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the Procuring Agency for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor’s policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the Procuring Agency and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files and data in accordance with Sections VII(B)(E) and VII(B)(F) of the Master Agreement.

To the extent that Contractor’s activities under the Turnover Plan require the use of different or additional resources beyond those then being used or required to render the Subscriptions and Services in accordance with the Agreement, the Procuring Agency will be responsible for compensating Contractor for the

Page 9 of 21
incremental resources on the same basis as if the transition assistance were a new Service, except in cases where the Procuring Agency has terminated the Agreement pursuant to Sections XXI or XXII of the Master Agreement.

B. **Procuring Agency.** In the event this Agreement is terminated for any reason in accordance with its terms, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Procuring Agency shall:
   1. Retain ownership of all Deliverables created pursuant to this Agreement and all Authorized Purchaser Data, in accordance with Section XI(B)(II) of the Master Agreement; and
   2. be relieved of any payment obligations arising from and after the effective date of termination, subject to Section XXII(A)(iv) of the Master Agreement.

**ARTICLE 8 – INDEMNIFICATION**

Section XIX of the Master Agreement is hereby incorporated herein by reference.

**ARTICLE 9 – INTELLECTUAL PROPERTY**

Section XI of the Master Agreement is hereby incorporated herein by reference.

**ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION**

Section XIX of the Master Agreement is hereby incorporated herein by reference.

**ARTICLE 11 - WARRANTIES**

Section X of the Master Agreement is hereby incorporated herein by reference.

**ARTICLE 12 – CONTRACTOR PERSONNEL**

A. **Key Personnel.** Contractor's key personnel shall not be removed by Contractor from the Project without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be listed in the Statement of Work, Exhibit A.

B. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency, which approval shall not be unreasonably withheld. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within reduction reasonable period of time, replace with the same or
greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval, which approval shall not be unreasonably withheld. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the reasonable opinion of the Procuring Agency, meeting the Procuring Agency’s expectations.

ARTICLE 13 – CHANGE MANAGEMENT
Contractor and the Procuring Agency shall follow the change management process outlined in the Statement of Work, Ex A, to be mutually agreed upon and executed by the parties.

ARTICLE 14 – DEFAULT/BREACH
Section XXII(B) of the Master Agreement is hereby incorporated herein by reference.

ARTICLE 15 – EQUITABLE REMEDIES
Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency’s obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency’s rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 16 - LIABILITY
Section XXIII of the Master Agreement is hereby incorporated herein by reference.

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the Procuring Agency to any equipment or its installation or for losses caused by the Procuring Agency’s fault or negligence.
ARTICLE 17 – ASSIGNMENT

Section XXVI(A) of the Master Agreement is hereby incorporated herein by reference.

ARTICLE 18 – SUBCONTRACTING

Section XXVI(A) of the Master Agreement is hereby incorporated herein by reference.

ARTICLE 19 – RELEASE

The Contractor’s Acceptance of final payment of the amount due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

ARTICLE 20 – CONFIDENTIALITY

Section XIV of the Master Agreement is hereby incorporated herein by reference.

ARTICLE 21 – CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 22 – RECORDS AND AUDIT

A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement’s term and effect and retain them for a period of [Insert # of years, minimum is - three (3) years] from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, CIO, SPA, and DFA and the New Mexico State Auditor’s Office. The Procuring Agency shall have the right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

ARTICLE 23 - AMENDMENT
This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

**ARTICLE 24 – NEW MEXICO EMPLOYEES HEALTH COVERAGE**

A. If Contractor has, or grows to, six (6) or more New Mexico employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

**ARTICLE 25 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING**

A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. For Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-
249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Agreements anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of this Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

C. Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

ARTICLE 26 – MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. See Section XXVI(II) of the Master Agreement which is hereby incorporated herein by reference.

ARTICLE 27 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by
registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For PROCURING AGENCY

Name of Individual, Position: ________________________________
Procuring Agency Name: ___________________________________
E-mail Address: ____________________________________________
Telephone Number: _________________________________________
Mailing Address: ___________________________________________

For CONTRACTOR

Name: Jennifer Kaelin, Vice President of Finance, SciQuest, Inc.
Address: 6501 Weston Parkway, Suite 200, Cary, NC 27513
Telephone: (919) 659-2100
Fax: (919) 659-2199
E-mail: jkaelin@sciquest.com

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 28 – GENERAL PROVISIONS

A. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:

1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the
Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

B. **Applicable Law.** The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.

C. **Waiver.** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

D. **Headings.** Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

**ARTICLE 29 - SURVIVAL**

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

**ARTICLE 30 - TIME**

**Calculation of Time.** Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

**ARTICLE 31 – FORCE MAJEURE**

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
THIS ATTACHMENT A TO THE PARTICIPATING ADDENDUM DOES NOT REQUIRE SIGNATURES AND THE SIGNATURE BLOCKS BELOW ARE INTENTIONALLY LEFT BLANK BY THE PARTIES.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: ___________________________ Date: ___________________________
Procuring Agency Cabinet Secretary Name: ___________________________
Secretary of ___________________________

By: ___________________________ Date: ___________________________
Name: Jennifer Kaelin
Title: VP, Finance
SciQuest, Inc.

By: ___________________________ Date: ___________________________
Procuring Agency CIO Name: ___________________________
Chief Information Officer for: ___________________________

Approved for legal sufficiency:

By: ___________________________ Date: ___________________________
Procuring Agency General Counsel Name: ___________________________
Procuring Agency Name: ___________________________
The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: ______________________

By: ___________________ Date: ____________
    Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: ___________________ Date: ___________________
    Darryl Ackley, State CIO and Cabinet Secretary
    Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By: ___________________ Date: ___________________
    Purchasing Agent for the State of New Mexico

OR

This Agreement has been approved by the Department of Finance and Administration, Contracts Review Bureau:

By: ___________________ Date: ___________________
    Department of Finance and Administration, Contracts Review Bureau
EXHIBIT A – SCOPE OF WORK

To be mutually agreed upon and executed by Contractor and the Procuring Agency
1. Pay Equity Reporting: "Contractor agrees if it has ten (10) or more employees OR eight (8)
or more employees in the same job classification, at any time during the term of this contract,
to complete and submit the required reporting form (PE10-249 or PE250, depending on their size
at the time) either within thirty (30) calendar days of contract award (if the contract did not
result from a solicitation) or on the annual anniversary of the initial report submittal for contracts
up to one (1) year in duration (if the contract did result from a solicitation).

"For contracts that extend beyond one (1) calendar year, or are extended beyond one
(1) calendar year, contractor also agrees to complete and submit the required form annually within thirty (30) calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

"Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

"Contractor also agrees to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

"Contractor shall not be required to report more frequently than annually unless more
than 180 calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one-time fulfillment of a purchase order."
MASTER AGREEMENT FOR ePROCUREMENT SERVICES
(Hosted Software-as-a-Service)

by and among

SciQuest, Inc.

and

The State of Colorado

The National Association of State Procurement Officials, Inc.
on its own behalf and on behalf of

The Western States Contracting Alliance

WSCA/NASPO Agreement #W33-2010

State of Colorado Price Agreement #92004YYY01M/WSCA
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## Exhibits

- Exhibit A (WSCA Terms and Conditions)
- Exhibit B (Form of Participating Addendum)
- Exhibit C (Support and Maintenance Services)
- Exhibit D (Supplier Enablement Services)
- Exhibit E (Form of Statement of Work)
- Exhibit F (Form of Order Form)
- Exhibit G (Form of Affiliate Agreement)
- Exhibit H (Form of Option Letter)
- Exhibit I (Current Pricing and Discounts)
- Attachment AA (Request for Proposal)
- Attachment BB (Contractor’s Response)
THIS MASTER SERVICES AGREEMENT FOR ePROCUREMENT SERVICES (Hosted Software-as-a-Service) (this "Master Agreement") is entered into by and among SciQuest, Inc., a Delaware corporation ("Contractor"), and the National Association of State Procurement Officials, Inc. ("NASPO"), for itself and on behalf and for the benefit of the Western States Contracting Alliance ("WSCA"), and the State of Colorado, acting by and through the State Purchasing Office, Department of Personnel and Administration ("Lead State"). Each of the Contractor, NASPO, WSCA, and Lead State individually shall be referred to herein as a "Party" and collectively, as the "Parties."

A. WHEREAS, NASPO is a non-profit association made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia, and the territories of the United States;

B. WHEREAS, WSCA, a NASPO affiliate, is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming;

C. WHEREAS, pursuant to §24-110-201, Colorado Revised Statutes, the Chief Procurement Official, as defined in §II below, of Lead State is authorized to enter into a cooperative group-contracting consortium;

D. WHEREAS, Contractor provides electronic procurement services and support through hosted Software-as-a-Service computer programs; and

E. WHEREAS, Contractor, NASPO, WSCA, and Lead State wish to enter into a multi-state cooperative agreement for the creation of a multi-state centralized electronic procurement system and the provision of related services to NASPO, WSCA, their participating members, including Lead State, and other entities approved by their participating members.

NOW THEREFORE, in consideration of the premises, covenants, and mutual promises contained in this Master Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. Effective Date

This Master Agreement shall not be enforceable until it has been (i) executed by the Parties, (ii) approved by the WSCA Directors, as defined in §II below, as conclusively evidenced by their written approval hereof, and (iii) approved and signed by the Colorado State Controller (the "Effective Date"). The Parties shall not be bound and Contractor shall not be entitled to receive payment or reimbursement for any performance hereunder, including but not limited to, costs or expenses incurred prior to the Effective Date.

II. Definitions

A. Defined Terms. The following terms as used herein shall be construed and interpreted as follows:
"Additional Term" means any additional or renewal term of any Participating Addendum or Affiliate Agreement following the expiration of the initial term or a previous Additional Term of such Participating Addendum or Affiliate Agreement.

"Affiliate" means a Political Subdivision, Non-Government Entity, Institution of Higher Education, or State Agency authorized by the laws and the Chief Procurement Official of the State of a Participating Entity to purchase Services pursuant to an Affiliate Agreement. An Affiliate purchasing Services or Subscriptions under an Affiliate Agreement is an Authorized Purchaser.

"Affiliate Agreement" means a bilateral agreement between an Affiliate and Contractor, issued under and incorporating the terms and conditions of a Participating Addendum, substantially in the form of Exhibit G (Form of Affiliate Agreement), and the exhibits and attachments thereto, setting forth the different or additional terms and conditions applicable to purchases by an Affiliate under the Participating Addendum.

"Authorized Purchaser" means a Participating Entity, a State Agency, or an Affiliate purchasing Subscriptions and/or Services under a Purchasing Document.

"Authorized Purchaser Data" means all Confidential Information of an Authorized Purchaser and other data generated, uploaded or transmitted by an Authorized Purchaser using the Contractor Applications.

"Chief Procurement Official" means the head of the centralized procurement authority of a WSCA/NASPO Member. The Chief Procurement Official for the Lead State is the Director of State Purchasing, Colorado Department of Personnel and Administration.

"Confidential Information" means Government Entity Confidential Information, Non-Government Entity Confidential Information, and/or Contractor Confidential Information, each as defined in §XIV of this Master Agreement.

"Contractor Application" means on-demand, web-based software hosted and operated by Contractor on computer servers and made available to Authorized Purchasers over the Internet by Subscription.

"Contractor Documentation" means all documents, other than Deliverables under a Service Order, and any and all operator's and user's manuals, training materials, guides and other materials for use in connection with and for the operation of Subscriptions and/or Services that are to be delivered by Contractor under a Service Order.

"Contractor's Response" means Contractor's response to the RFP, dated December 17, 2010, including its Best and Final Offer, dated April 28, 2011, as set forth in Attachment BB.

"CRS" means the Colorado Revised Statutes.

"Deliverable" means a Service, document, or material that Contractor is required to deliver to an Authorized Purchaser under a Service Order, including, but not limited to, formal plans for communication, risk management, change management, program management, and
performance management and other written materials, as set forth in a Service Order.

"Effective Date" is defined in §1 of this Master Agreement.

"End User" means an employee, agent, representative, or subcontractor of an Authorized Purchaser who is authorized by the Authorized Purchaser to use a Contractor Application and for whom Contractor has issued a user identification and password. A Supplier providing supplier data to Contractor for use in an electronic catalog is not an End User.

"Exhibit" means any of the following exhibits and attachments attached hereto and incorporated by reference herein: Exhibit A (WSCA Terms and Conditions); Exhibit B (Form of Participating Addendum); Exhibit C (Support and Maintenance Services); Exhibit D (Supplier Enablement Services); Exhibit E (Form of Statement of Work); Exhibit F (Form of Order Form); Exhibit G (Form of Affiliate Agreement); Exhibit H (Form of Option Letter); Exhibit I (Current Pricing and Discounts); Attachment AA (Request for Proposal #RFP-TS-00003-11); and Attachment BB (Contractor's Response).

"Government Entity" means a state, the District of Columbia, or a territory of the United States or a State Agency, Institution of Higher Education, or Political Subdivision.

"Initial Term" means the original five (5) year term of this Master Agreement.

"Institution of Higher Education" means an institution of higher education established and supported by the laws of a state in such manner as may be prescribed by law.

"Master Agreement" means this Master Agreement for eProcurement Services (Hosted Software-as-a-Service), its terms and conditions, exhibits and attachments, documents incorporated by reference under the terms of this Master Agreement, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law and Fiscal Rules, and State Controller Policies.

"Non-Government Entity" means a non-profit, cooperative or other entity, other than a State Agency, Institution of Higher Education, or Political Subdivision, authorized under the laws and approved by the Chief Procurement Official of a WSCA/NASPO Member, to participate in cooperative contracts and to make purchases under a Purchasing Document.

"Notice" means a written notice required under this Master Agreement, delivered in accordance with §XXV (Notices and Representatives) below.

"Order Form" means the ordering document, substantially in the form of Exhibit F (Form of Order Form), pursuant to which an Authorized Purchaser shall purchase and Contractor shall provide Subscriptions and/or Services. All Subscriptions to Contract Applications will be purchased under Order Forms.

"Participating Addendum" means a bilateral agreement executed by a Participating Entity and Contractor, substantially in the form of Exhibit B (Form of Participating Addendum), and the exhibits and attachments thereto, incorporating by reference the terms and conditions of this Master Agreement.
and setting forth the different or additional terms and conditions applicable to purchases by Authorized Purchasers under the Participating Addendum.

"Participating Entity" means WSCA, NASPO, or a WSCA/NASPO Member that has executed a Participating Addendum. A State Agency, Institution of Higher Education or Political Subdivision authorized by a WSCA/NASPO Member to enter into a Participating Addendum in lieu of the WSCA/NASPO Member also is a Participating Entity. A Participating Entity ordering Subscriptions and/or Services under a Service Order also is an Authorized Purchaser.

"Political Subdivision" means a political subdivision of a WSCA/NASPO Member as defined under the laws applicable to such WSCA/NASPO Member.

"Professional Services" means implementation, training, consulting, data migration, conversion, integration, technical support, and/or other services provided by Contractor pursuant to an SOW.

"Purchasing Document" means a Participating Addendum, an Affiliate Agreement, or a Service Order.

"Renewal Term" means an additional five (5) year term of this Master Agreement following the expiration of the Initial Term or a previous renewal term, as authorized under an Option Letter, substantially in the form of Exhibit H (Form of Option Letter).


"Service Level Agreement" or "SLA" means the minimum levels of performance contained in Exhibit C (Support and Maintenance Services) in areas that include, but are not necessarily limited to support services, help desk hours and incident response times. SLAs for metrics specific to the Services or Subscriptions purchased under a Purchasing Document will be contained in the Purchasing Document.

"Service Order" means a bilateral agreement between Contractor and an Authorized Purchaser, issued under a Participating Addendum or an Affiliate Agreement, consisting of an Order Form and/or a SOW, and the exhibits and attachments thereto. A Service Order incorporates by reference the terms and conditions of the Participating Addendum or Affiliate Agreement under which it is issued.

"Services" means the Support and Maintenance Services, Supplier Enablement Services, Professional Services, and such other services as may be contemplated under this Master Agreement.

"Specifications" means technical and other specifications set forth in this Master Agreement, Purchasing Documents, and the specifications set forth in the Contractor Documentation provided by Contractor prior to, concurrently with, or after the Effective Date.
"State Agency" means any department or agency of a WSCA/NASPO Member, not including Political Subdivisions and Institutions of Higher Education.

"Statement of Work" or "SOW" means a separate statement of work, substantially in the form of Exhibit E (Form of Statement of Work), agreed upon by Contractor and an Authorized Purchaser, which sets forth the respective obligations of the parties under a Service Order. Services will be purchased pursuant to a Statement of Work.

"Subcontractor" means a third-party engaged by Contractor to aid in performance of Contractor's obligations. International Business Machines Corporation, a New York corporation, and Binary Fountain, Inc., a Virginia corporation, have been engaged to serve as Subcontractors under this Master Agreement. Additional Subcontractors may be approved by a Participating Entity in a Participating Addendum or by an Affiliate in an Affiliate Agreement.

"Subscription" means the right to access and use a Contractor Application during a Subscription term set forth in a Service Order, and includes, but is not limited to, the right to access and use any new feature functionality, enhancements, and other changes, which are logical improvements to a Contractor Application that Contractor makes generally available on a commercial basis, without charge, to any other subscriber of the Contractor Application during the term of the Subscription, together with all Contractor Documentation provided by or otherwise required for such access and use.

"Subscription Fees" means the fees payable by an Authorized Purchaser for a Subscription, in accordance with Exhibit I (Current Pricing and Discounts), as set forth in the applicable Order Form.

"Supplier" is defined in Exhibit D (Supplier Enablement Services) to this Master Agreement.

"Supplier Enablement Services" means the services provided by Contractor to an Authorized Purchaser and its Suppliers to enable the Suppliers to incorporate their respective product information and pricing into an electronic catalog, as more fully described in Exhibit D (Supplier Enablement Services).

"Support and Maintenance Services" means the maintenance, hosting and support services provided by Contractor in connection with a Contractor Application, as more fully described in Exhibit C (Support and Maintenance Services).

"WSCA Directors" means the Chief Procurement Officials of the WSCA states.

"WSCA/NASPO Contract Administrator" means the individual selected by WSCA and NASPO from time to time to administer this Master Agreement.

"WSCA/NASPO Member" means a state, the District of Columbia, or a territory of the United States.

B. Additional Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in Exhibit C (Support and
Maintenance Services), Exhibit D (Supplier Enablement Services), or Exhibit E (Form of Statement of Work).

III. Transaction Documents

A. Master Agreement. This cooperative Master Agreement sets forth the terms and conditions pursuant to which WSCA, NASPO, or a WSCA/NASPO Member may enter into a Participating Addendum for the purchase of Subscriptions and Services authorized under this Master Agreement.

B. Participating Addendum. A WSCA/NASPO Member wishing to participate in this cooperative Master Agreement shall do so by entering into a Participating Addendum with Contractor, substantially in the form of Exhibit B (Form of Participating Addendum). A Participating Addendum requires the written approval of the WSCA/NASPO Contract Administrator. The Participating Addendum incorporates by reference the terms and conditions of this Master Agreement and sets forth the specific terms and conditions applicable to Authorized Purchasers purchasing under the Participating Addendum. A Participating Addendum clarifies the operation of the Master Agreement for the parties to the Participating Addendum. The scope of a Participating Addendum shall not exceed the scope of this Master Agreement. A Participating Addendum shall have an initial term of five (5) years or as otherwise provided in the Participating Addendum. Unless provided to the contrary in a Participating Addendum, the Participating Entity may renew the term of its Participating Addendum for one additional term of five (5) years during each renewal term of this Master Agreement, provided that the total of the initial term and all renewal terms of a Participating Addendum shall not exceed fifteen (15) years in the aggregate. In the event the Master Agreement expires or otherwise is terminated prior to the expiration or termination of a Participating Addendum (i) the Participating Addendum shall remain in full force and effect for the remainder of its then current term, but shall not be renewed for any subsequent terms and (ii) the terms of this Master Agreement shall continue to be incorporated by reference into such Participating Addendum and shall remain in full force and effect solely for such purposes. A Participating Entity wishing to purchase Subscriptions and/or Services from Contractor shall do so by the issuance of one or more Service Orders under its Participating Addendum.

C. Affiliate Agreement. An Affiliate wishing to purchase Services under a Participating Addendum shall do so by entering into an Affiliate Agreement with Contractor, in accordance with terms and conditions of the Participating Addendum under which it is issued. An Affiliate Agreement sets forth the specific terms and conditions applicable to the Affiliate and clarifies the operation of the Affiliate Agreement for the parties to the Affiliate Agreement. An Affiliate Agreement is subject to and incorporates the terms and conditions of the Participating Addendum under which it is issued; provided, however, that the Affiliate shall be solely responsible for its obligations under the Affiliate Agreement and the Participating Entity shall have no liability with respect thereto. Each Affiliate Agreement shall have a term of five (5) years or as otherwise provided in the Participating Addendum under which it is issued. Unless provided to the contrary in such Participating Addendum, an Affiliate may renew the term of its Affiliate Agreement for one additional term of five (5) years during
each renewal term of the Participating Addendum under which it is issued, provided, that the total of the initial term and all renewal terms of an Affiliate Agreement shall not exceed fifteen (15) years in the aggregate. In the event a Participating Addendum expires or otherwise is terminated prior to the expiration or termination of an Affiliate Agreement (i) the Affiliate Agreement shall remain in full force and effect for the remainder of its then current term, but shall not be renewed for any subsequent renewal terms and (ii) the terms of the Participating Addendum shall continue to be incorporated by reference into such Affiliate Agreement and shall remain in force and effect solely for such purposes. An Affiliate may purchase Services and Subscriptions under an Affiliate Agreement by the issuance of one or more Service Orders.

D. **Service Order.** An Authorized Purchaser wishing to purchase Services and Subscriptions under a Participating Addendum or an Affiliate Agreement shall do so by entering into one or more Service Orders with Contractor, in accordance with the terms and conditions of the Participating Addendum or Affiliate Agreement under which the Service Order is issued. A Service Order shall consist of an Order Form and/or a SOW executed by the Authorized Purchaser and Contractor, which expressly incorporates and is governed by the terms and conditions of the Participating Addendum or Affiliate Agreement under which it is issued. A Service Order shall specify the Subscriptions and/or Services purchased under the Service Order. A Service Order and any additions or amendments thereto shall be accomplished as provided in the Participating Addendum or Affiliate Agreement under which the Service Order is issued. The scope or term of a Service Order shall not exceed the scope or term of the Participating Addendum or Affiliate Agreement under which it is issued. If permitted under applicable law, the term of a Service Order may extend beyond the expiration or sooner termination of the Participating Addendum or Affiliate Agreement under which it is issued, but shall not be renewed or extended after the expiration or sooner termination of the term or any renewal term of such Participating Addendum or Affiliate Agreement.

IV. **Term and Early Termination**

A. **Initial Term.** The Initial Term of this Master Agreement shall commence on the Effective Date and shall terminate on the fifth (5th) year anniversary of the Effective Date, unless extended or sooner terminated as specified herein.

B. **Option to Extend.** The term of this Master Agreement may be renewed by the Parties for up to two (2) Renewal Terms of five (5) years each on the same terms and conditions subject to the same discounts set forth herein; provided, however, that the pricing to which such discounts shall be applied during any renewal term shall be as set forth in §IX (Pricing and Payment) below. The total duration of this Master Agreement, including the exercise of all options under this section, shall not exceed fifteen (15) years in the aggregate. If WSCA, NASPO, and Lead State wish to exercise this option, the WSCA/NASPO Contract Administrator shall provide Notice to Contractor at least sixty (60) days prior to the end of the then current term or renewal term of the Master Agreement, in form substantially equivalent to Exhibit H (Form of Option Letter). If Contractor agrees to the renewal, Contractor shall sign and return a copy of such Option Letter to the WSCA/NASPO Contract Administrator and the provisions of the
Option Letter shall become part of and be incorporated into this Master Agreement.

C. Extension of Participating Addenda. During any Renewal Term of this Master Agreement, a Participating Entity may renew the term of its Participating Addendum, as provided in such Participating Addendum, on the terms and conditions and subject to the adjustments set forth herein and in the Option Letter creating the Renewal Term.

D. Early Termination. In the event the term or any renewal term of this Master Agreement terminates for any reason prior to its stated expiration date, (i) each Participating Addendum currently in effect at the time of such termination shall remain in effect for the outstanding term of such Participating Addendum in accordance with §III(B) above. A Participating Addendum shall not be renewed following the termination or expiration of this Master Agreement.

V. Phased Implementation

Contractor shall provide the Subscriptions and Services contemplated under this Master Agreement pursuant to the specifications set forth herein, in individual Participating Addenda and Affiliate Agreements and in the Service Orders issued thereunder. Implementation of this Master Agreement shall be performed in the following three (3) phases:

A. Phase 1. Phase 1 shall be performed under a Participating Addendum between Contractor and WSCA, pursuant to which Contractor shall design and implement the Cooperative Market Center of the States ("CMCS"), a web-hosted “shopping cart” style electronic catalog containing the products available under WSCA contracts, as described in the applicable Service Order. The CMCS shall be available for use by all WSCA/NASPO Members, and by those parties authorized to purchase under WSCA/NASPO contracts, through their current systems without the installation of any proprietary software, integration or interface. The CMCS shall meet the requirements set forth in this Master Agreement and the Participating Addendum between WSCA and Contractor. Phase 1 shall be implemented concurrently with Phase 2 described in §V(B) below.

B. Phase 2. Phase 2 shall be performed under individual Participating Addenda between Contractor and each of the states of Colorado, Nevada, Oregon and Washington (the “Core States”), pursuant to which Contractor shall configure and implement Contractor Applications for each of the Core States. The Participating Addendum between Contractor and Lead State shall be executed concurrently with the execution of this Master Agreement and shall be implemented concurrently with Phase 1 described in §V(A) above. Following the effective date of the Participating Addendum with Lead State, each of the other Core States may enter into an individual Participating Addendum setting forth the terms and conditions applicable to such Core State.

C. Phase 3. The WSCA Directors, in their sole discretion, may extend the opportunity to participate in this Master Agreement to other WSCA/NASPO Members at any time. Individual Participating Addenda with other
WSCA/NASPO Members may be executed in phases consistent with the readiness of such other WSCA/NASPO Members.

VI. Standard of Performance

A. Performance. Contractor shall perform all of its obligations hereunder in accordance with the standards of care, skill and diligence customary in Contractor's industry, trade, or profession and in the sequence and manner set forth herein and in each Purchasing Document.

B. Standards. Upon written request, Contractor shall provide to the WSCA/NASPO Contract Administrator or to the designated representative of an Authorized Purchaser, a copy of the most recent SAS 70 Report of the control objectives and control activities of Contractor's North Carolina operations. When available, and upon written request of the WSCA/NASPO Contract Administrator or the designated representative of an Authorized Purchaser, Contractor shall provide to the WSCA/NASPO Contract Administrator or an Authorized Purchaser representative, a copy of the Statement on Standards for Attestation Engagements No. 16 Report ("SSAE 16 Report") of Contractor's North Carolina operations. The attestation standard for reporting on Contractor and other similar organizations is transitioning from SAS 70 to SSAE 16.

VII. Subscriptions and Services

A. Subscriptions.

i. Grant of License. Upon the payment by an Authorized Purchaser of the required Subscription Fees under an Order Form, Contractor shall grant to such Authorized Purchaser and such Authorized Purchaser shall accept, for the Subscription term set forth in such Order Form, a non-exclusive, non-transferable license to use and access through the Internet, solely for Authorized Purchaser's procurement activities in the ordinary course of business, the Contractor Applications set forth in such Order Form. Any rights not granted to an Authorized Purchaser hereunder or under an applicable Order Form shall be reserved to Contractor.

ii. Access and Use. Access and use of Contractor Applications under an Order Form shall be limited to the number of End Users set forth in such Order Form. Each Authorized Purchaser shall register user names and passwords for all of its End Users through the applicable Contractor Application. A single user name and password shall not be used by more than one End User. Authorized Purchasers shall not perform any load testing with respect to the Contractor Applications without Contractor's prior written consent. Contractor reserves the right to audit its own records for the purpose of determining whether Authorized Purchasers are in compliance with the obligations under this §VII(A)(ii).

iii. Accuracy of Information. Each Authorized Purchaser shall, and shall direct its registered End Users to, use commercially reasonable efforts to support the accuracy, legality, and appropriateness of information
uploaded and business transacted in connection with the Contractor Applications.

iv. **Restrictions.** Authorized Purchasers shall not permit persons or entities other than End Users to use the Contractor Applications and shall not use the Contractor Applications on behalf of such persons or entities. Other than with respect to WSCA/NASPO Members, an entity, organization, division or unit that is not integrated into an Authorized Purchaser’s financial management system shall not be considered to be a part of such Authorized Purchaser, and an Authorized Purchaser shall not designate End Users on behalf of any such entity, organization, division or unit or otherwise use the Contractor Applications on behalf of any such entity, organization, division or unit. With respect to any WSCA/NASPO Member that is an Authorized Purchaser, no Affiliate (other than a State Agency) of a WSCA/NASPO Member shall be considered to be a part of such WSCA/NASPO Member, and such WSCA/NASPO Member shall not designate End Users on behalf of any Affiliate (other than a State Agency). An Authorized Purchaser shall not rent, lease, sublicense, grant a security interest in, or otherwise transfer its right to use and possess a Contractor Application, in whole or in part.

v. **Noncompliance.** The failure of an Authorized Purchaser to comply with any provision of this §VII(A) with respect to a Contractor Application shall constitute a material breach of the Service Order under which the Contractor Application was licensed.

**B. Services.**

i. **Support and Maintenance Services.** Contractor shall provide the maintenance and support services set forth in Exhibit C (Support and Maintenance Services) to this Master Agreement during the term of each Subscription purchased under a Service Order, including but not limited to help desk support services provided by Contractor staff speaking English as a first language and with experience in resolving issues for all implemented functionality.

ii. **Supplier Enablement Services.** Contractor shall provide the Supplier Enablement Services set forth in Exhibit D (Supplier Enablement Services) to each Authorized Purchaser as provided in a Service Order.

iii. **Modifications.** Contractor, from time to time and in its sole discretion, may modify the Support and Maintenance Services and/or the Supplier Enablement Services; provided that such modification shall apply to all of Contractor’s customers equally. If such modification would materially diminish the Services provided to an Authorized Purchaser, Contractor shall provide the WSCA/NASPO Contract Administrator and such Authorized Purchaser at least sixty (60) days prior Notice identifying the proposed modification and the proposed effective date thereof. Any modification that materially diminishes the Services provided to an Authorized Purchaser shall not be implemented by Contractor without the consent of such Authorized Purchaser. All modifications shall be
applicable to all outstanding Service Orders on the same basis. A material diminishment of the Support and Maintenance Services without the consent of an Authorized Purchaser shall constitute a breach of this Master Agreement and of such Authorized Purchaser’s Purchasing Documents, subject to the provisions of §XXI (Breach) below.

iv. Professional Services. Contractor shall provide the Professional Services set forth in a Service Order in accordance with the terms thereof and the terms and conditions of the Participating Addendum or Affiliate Agreement under which such Service Order is issued.

C. Acceptance. An Authorized Purchaser shall accept or reject the Services and Deliverables provided under a SOW in accordance with the acceptance or rejection criteria set forth in the SOW.

D. Affiliates. Contractor shall make Services and Subscriptions available to Affiliates on the same basis it makes them available to Authorized Purchasers under a Participating Addendum.

E. Termination. Upon termination or expiration of a Service Order: (i) Contractor shall terminate the Authorized Purchaser’s access to all Contractor Applications and cease providing Services to the Authorized Purchaser; (ii) the Authorized Purchaser shall immediately cease any and all use of and access to any Contractor Applications; (iii) each party to the Service Order receiving Confidential Information of the other party shall return all such Confidential Information in its possession to the disclosing party; and (iv) Contractor shall electronically transmit all Authorized Purchaser Data to the Authorized Purchaser in accordance with §VII(F) below.

F. Transition Assistance. Upon expiration or termination of all or a part of the Subscriptions or Services being provided under a Service Order, Contractor shall electronically transmit all Authorized Purchaser Data to the Authorized Purchaser under the Service Order in the manner set forth in the applicable Purchasing Documents. If the Purchasing Documents fail to specify the manner of electronic transmission, all Authorized Purchaser Data shall be transmitted in accordance with Contractor’s standard export protocols. Upon successful transfer of all Authorized Purchaser Data to the Authorized Purchaser, Contractor shall delete such Authorized Purchaser Data from Contractor’s servers and will provide a written affidavit, signed by a Contractor executive, confirming that such Authorized Purchaser Data has been removed from Contractor’s servers.

VIII. Specifications

The Subscriptions and Services provided by Contractor under this Master Agreement shall comply with the requirements and specifications set forth in this Master Agreement. In addition, the Subscriptions and Services provided to an individual Authorized Purchaser shall comply with the requirements and specifications set forth in the Purchasing Documents to which the Authorized Purchaser is a party. Contractor’s failure to meet the requirements or specifications of a Service Order shall constitute a breach of such Service Order. Service requirements and specifications shall include, but are not limited to the following:
A. **Functional Requirements.** Contractor's Subscriptions and Services shall meet the functional requirements set forth set forth in §4.2.1 of and Exhibit F (Functional Requirements) to Attachment AA (Request for Proposal) in all material respects, except as otherwise provided in Appendix 1 to Attachment BB (Contractors' Response).

B. **Service and Support Requirements.** Contractor shall offer the Services and shall meet the service, support, and maintenance requirements set forth in §4.2.2 of Attachment AA (Request for Proposal) in all material respects, except as otherwise provided in Appendix 1 to Attachment BB (Contractors' Response), including without limitation, implementation Services, training Services and live Help Desk support.

C. **Technical Requirements.** Services and Subscriptions provided by Contractor shall meet the technical requirements set forth in §4.2.3 of Attachment AA (Request for Proposal) in all material respects, except as otherwise provided in Appendix 1 to Attachment BB (Contractors' Response), including, but not limited to architecture, security, maintenance and upgrades.

D. **Implementation Requirements.** Implementation requirements shall be provided in each individual Service Order, providing the distinct set of implementation tasks required to accomplish a specific end result and including the implementation requirements set forth in §4.2.4 of Attachment AA (Request for Proposal), as applicable.

E. **Service Level Agreements.** The Subscriptions and Services provided by Contractor to an Authorized Purchaser shall meet the Service Level Agreements set forth in Exhibit C (Support and Maintenance Services) and such other Service Level Agreements as may be set forth in a Service Order or other applicable Purchasing Document.

F. **Authorized Purchaser Systems.** The provision of Services and Subscriptions by Contractor, as contemplated in this Master Agreement, does not require access by Contractor to the computer systems or servers of Authorized Purchasers and such access is not authorized under this Master Agreement.

**IX. Pricing and Payment**

A. **Initial Terms Of Participating Addenda and Affiliate Agreements.**
   1. **First Twelve Month Period.** For each Participating Addendum or Affiliate Agreement entered into by Contractor and a Participating Entity or Affiliate, as applicable, during the first twelve (12) month period of the Initial Term, Contractor shall provide Subscriptions and Services to the Authorized Purchasers under such Participating Addenda or Affiliate Agreements at the rates set forth in Exhibit I (Current Pricing and Discounts), subject to discount as set forth in Exhibit I, The rates applicable to the Participating Addendum or Affiliate Agreement at the time of its execution shall remain fixed during the entire initial term of the Participating Addendum or Affiliate Agreement.
ii. **Subsequent Twelve Month Periods.** Prior to the commencement of each subsequent twelve (12) month period of the Initial Term and each Renewal Term of this Master Agreement, Contractor may increase the rates charged for Services and Subscriptions to Authorized Purchasers under Participating Addenda or Affiliate Agreements entered into by Contractor and a Participating Entity during such twelve (12) month period; provided, that (a) Contractor shall provide prior Notice of any increase to the WSCA/NASPO Contract Administrator at least thirty (30) days prior to the commencement of such twelve (12) month period, and (b) the increase for any twelve (12) month period shall not exceed five percent (5%) of the rates charged by Contractor during the previous twelve (12) month period, and (c) the rate of increase for any twelve (12) month period shall not exceed the applicable rate of increase in Contractor's list prices for the Contractor Applications. The rates applicable to a Participating Addendum or Affiliate Agreement at the time of its execution shall remain fixed during the entire initial term of the Participating Addendum or Affiliate Agreement.

B. **Additional Terms of Participating Addendum or Affiliate Agreement.** The rates applicable to any Additional Term shall be no more than one hundred ten percent (110%) of the price for the immediately preceding initial term or Additional Term of the applicable Participating Addendum or Affiliate Agreement.

C. **Payments.** Contractor shall initiate a payment request by submitting an invoice to an Authorized Purchaser in the form and manner set forth in the Purchasing Documents under which the payment is requested. Payments may be made through the use of a procurement card, state warrant, or other method agreed to by the parties to the applicable Purchasing Documents. Advance payments allowed under Purchasing Documents between Contractor and a Government Entity shall comply with the laws, rules, requirements and policies applicable to the Government Entity.

D. **Interest.** Authorized Purchasers shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Contractor previously accepted by the Authorized Purchaser. Uncontested amounts not paid by an Authorized Purchaser within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one (1) percent per month, or such lower rate as may be authorized by the laws of the WSCA/NASPO Member applicable to the Authorized Purchaser; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice an Authorized Purchaser separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

E. **Travel Expenses.** Contractor shall be entitled to reimbursement for travel expenses, as identified in a Purchasing Document or approved in advance in writing by the Authorized Purchaser, at the then current reimbursement amounts approved for the Authorized Purchaser's own employees, in accordance with the rules and regulations of the Authorized Purchaser. Contractor shall provide a
detailed itemization of expenses, including descriptions, amounts and dates, and receipts as required by the rules and regulations of the Authorized Purchaser.

F. **Non-Appropriation.** If state or federal funds are used to fund a Service Order between Contractor and a Government Entity, in whole or in part, the performance of the Government Entity under such Service Order shall be contingent upon the continuing availability of such funds, in accordance with the governmental laws, rules and regulations applicable to such Government Entity and as set forth in the applicable Purchasing Documents. If state or federal funds are not appropriated, or otherwise become unavailable to fund a Service Order, the Government Entity may terminate the Service Order immediately, without further liability, in accordance with the terms of this Master Agreement, the Service Order, and applicable Purchasing Documents.

G. **Erroneous Payments.** At the discretion of an Authorized Purchaser, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction from subsequent payments under a Purchasing Document or other contracts, grants, or agreements between Contractor and the Authorized Purchaser, or by other appropriate methods and collected as a debt due to such Authorized Purchaser. Such funds shall not be paid to any person or entity other than the Authorized Purchaser.

X. **Subscription and Service Warranty**

A. **Contractor Applications.** Contractor warrants that for the entire term of each Contractor Application Subscription: (i) the Contractor Application media provided to the Authorized Purchaser shall be free from defects in materials and workmanship under normal use and (ii) each Contractor Application shall perform substantially in accordance with and as specified in this Master Agreement and in the Purchasing Documents under which the Subscription is purchased. Contractor does not warrant that the functions contained in a Contractor Application will meet the requirements of an Authorized Purchaser (unless such requirements have been specified in this Master Agreement or in the Purchasing Documents under which the Contractor Application is licensed) or that the Contractor Applications will operate uninterrupted or error free.

B. **Limited Warranty.** THE WARRANTY SET FORTH ABOVE IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY CONTRACTOR WITH RESPECT TO THE CONTRACTOR APPLICATIONS AND THE SERVICES LICENSED HEREIN, EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT OR IN ANY PURCHASING DOCUMENT, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR TITLE, AND CONTRACTOR HEREBY DISCLAIMS THE SAME.

C. **Exceptions.** CONTRACTOR'S WARRANTY OBLIGATIONS SHALL NOT APPLY TO A CONTRACTOR APPLICATION IF THE FAILURE OF SUCH
CONTRACTOR APPLICATION TO PERFORM IN ACCORDANCE WITH ITS SPECIFICATIONS IS CAUSED BY: (i) THIRD PARTY SOFTWARE LICENSED OR OTHERWISE USED BY AUTHORIZED PURCHASER, OTHER THAN THIRD PARTY SOFTWARE PROVIDED OR RECOMMENDED BY CONTRACTOR; (ii) AUTHORIZED PURCHASER'S USE OF, OR ACCESS TO, THE CONTRACTOR APPLICATION OTHER THAN AS SET FORTH IN THIS MASTER AGREEMENT OR ANY PURCHASING DOCUMENT; OR (iii) UNAUTHORIZED MODIFICATIONS MADE TO THE CONTRACTOR APPLICATION BY AN AUTHORIZED PURCHASER.

Xi. Rights in Data, Documents and Computer Software

A. Licenses. This Master Agreement contemplates the licensing of Contractor’s Applications pursuant to Subscriptions and the provision of Services related to the configuration, implementation, maintenance and support thereof. This Master Agreement does not contemplate the sale, assignment, or transfer of any software. Contractor, and its third-party licensors shall retain all right, title and interest, including all patent, copyright, trade secret and other intellectual property rights, in and to the Contractor Applications. Except for the Subscriptions granted under Purchasing Documents, nothing in this Master Agreement shall give an Authorized Purchaser any right, title or interest in or to the Contractor Applications.

B. Ownership. As between an Authorized Purchaser and Contractor:

i. Contractor Applications. Contractor shall be the sole and exclusive owner of all right, title and interest in and to the Contractor Applications, as well as all alterations, modifications, additions, and derivative works made with respect to the Contractor Applications. Except as expressly permitted or required hereby: (a) Authorized Purchasers shall have no right or license to the Contractor Applications; and (b) Authorized Purchasers shall not use, reproduce, publish or make available to others, modify, or create any derivative works of, all or any part of the Contractor Applications or Contractor Documentation.

ii. Authorized Purchaser Data and Deliverables. Each Authorized Purchaser shall be the sole and exclusive owner of all right, title and interest in and to its Authorized Purchaser Data and the Deliverables produced under its respective Purchasing Documents. Except as expressly permitted or required herein or in an applicable Purchasing Document: (a) Contractor shall have no right or license to the Deliverables; and (b) Contractor shall not use, reproduce, publish, or make available to others, modify or create any derivative works of, all or any part of the Authorized Purchaser Data and Deliverables, except as authorized in this Master Agreement or applicable Purchasing Documents or approved in writing by the owner of the Authorized Purchaser Data and Deliverables.

iii. Rights of Licensees. This Master Agreement sets forth the rights of Authorized Purchasers in the Contractor Applications. Nothing in any Purchasing Document shall in any way enlarge or extend an Authorized
Purchaser’s license rights with respect to the Contractor Applications and Contractor Documentation delivered by Contractor to the Authorized Purchaser under a Purchasing Document.

iv. Trademarks. All trademarks, service marks, trade names, and logos of Contractor appearing on or within the Contractor Applications or any materials used in connection with Support and Maintenance Services are the property of Contractor and Authorized Purchasers shall not use them without Contractor’s prior written approval.

XII. Reporting

A. Reports and Notices. Contractor shall provide to the WSCA/NASPO Contract Administrator the reports and notices set forth in this §XII in accordance with the provisions hereof. Contractor shall provide to each Participating Entity representative identified in a Participating Addendum such additional reports and notices as may be required therein.

i. Litigation. Within ten (10) days after being served with any pleading in a legal action filed with a court or administrative agency related to this Master Agreement, which could reasonably be expected to affect Contractor’s ability to perform its obligations hereunder, Contractor shall notify the WSCA/NASPO Contract Administrator of such action and deliver copies of such pleadings to the WSCA/NASPO Contract Administrator. Within ten (10) days after being served with a pleading in a legal action filed with a court or administrative agency related to a Purchasing Document, which could reasonably be expected to affect Contractor’s ability to perform its obligations under such Purchasing Document, Contractor shall notify the WSCA/NASPO Contract Administrator and the Participating Entity representative identified in the Participating Addendum under which the affected Purchasing Documents were issued.

ii. Subcontracts. Copies of any and all subcontracts entered into by Contractor solely for the purpose of performing its obligations hereunder or under any Purchasing Document shall be submitted to the WSCA/NASPO Contract Administrator upon request. Any and all subcontracts entered into by Contractor solely related to its performance hereunder shall provide that such subcontracts shall be governed by the laws of the State of Colorado. Any and all subcontracts entered into by Contractor solely related to its performance under a Purchasing Document shall provide that such subcontracts shall be governed by and comply with the laws governing the Participating Addendum under which the Purchasing Document was issued.

iii. Quarterly Reports. Contractor shall submit quarterly volume reports to the WSCA/NASPO Contract Administrator by the last day of the month immediately following the end of each calendar quarter (January 31, April 30, July 31 and October 31), containing the following information: (a) the quarter for which the report was prepared; (b) a summary of all invoices issued to Authorized Purchasers within such quarter that are issued.
including all invoices issued under Participating Addenda and/or Affiliate Agreements; (c) the identification of each Authorized Purchaser, including Affiliates, by legal entity name, address, contact person, contact phone number, invoice number, total invoiced dollar amount and date of invoice; (c) the itemized published list pricing, discounted pricing and calculated savings for each invoice. Contract shall provide a copy of each invoice issued under a Participating Addendum or Affiliate Agreement upon the request of the WSCA/NASPO Contract Administrator.

iv. American Recovery and Reinvestment Act of 2009 ("ARRA"). If or when Contractor is notified by an Authorized Purchaser that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to those requirements as published by the Federal OMB). An Authorized Purchaser is responsible for informing Contractor as soon as the Authorized Purchaser is aware that ARRA funds are being used for a purchase. Contractor shall provide the required report to the Authorized Purchaser with the invoice presented to the Authorized Purchaser for payment. Contractor, as it relates to purchases under this Master Agreement, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

B. Non-Compliance. Contractor's failure to provide reports and Notices to the WSCA/NASPO Contract Administrator in a timely manner in accordance with the provisions of this Master Agreement shall constitute a breach hereof and may result in termination as provided in §XXII (Remedies) below. Contractor's failure to provide reports and Notices to a representative identified in a Participating Addendum in a timely manner in accordance with the provisions of this Master Agreement and such Participating Addendum shall constitute a breach of such Participating Addendum and may result in termination of the Participating Addendum as provided herein or in such Participating Addendum.

XIII. Contractor Records

A. Maintenance. Contractor shall make, keep, maintain, and allow inspection and monitoring by the WSCA/NASPO Contract Administrator of a complete file of all material records, documents, communications, notes, and other written materials, electronic media files, and communications, pertaining in any manner to the Subscriptions and Services provided under any Purchasing Document. Contractor shall maintain such records until the last to occur of: (i) a period of three years after the date this Master Agreement expires or is sooner terminated; (ii) a period of three years after the date the applicable Purchasing Document expires or is sooner terminated; or (iii) the resolution of any pending matters hereunder or under any Purchasing Document (collectively, the "Record Retention Period").

B. Inspection. Contractor shall permit the WSCA/NASPO Contract Administrator to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records described in §XIII(A) above during the Record Retention Period or until final payment is made under all Purchasing Documents, whichever is later, to assure
compliance with the terms hereof. Contractor shall permit each Authorized Purchaser to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records described in §XIII(A) above applicable to those Purchasing Documents to which the Authorized Purchaser is a party during the Record Retention Period.

C. **Monitoring.** Contractor shall permit the WSCA/NASPO Contract Administrator, the federal government, any state, and any governmental agency having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Master Agreement using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the WSCA/NASPO Contract Administrator or a state or other Government Entity, in its capacity as Participating Entity or Authorized Purchaser, shall be performed in a manner that shall not unduly interfere with Contractor's general business operations or performance hereunder.

**XIV. Confidential Information**

Each Party to this Master Agreement and each party to a Purchasing Document shall comply with the provisions of this §XIV if it becomes privy to the Confidential Information of another Party or party in connection with its performance hereunder or thereunder.

A. **Defined.** "Confidential Information" means all confidential information of a Party to this Master Agreement or a party to a Purchasing Document, whether in paper or electronic format, disclosed to a receiving Party or party (a "Recipient") that is designated in writing as confidential at the time of disclosure. Confidential Information shall not include information required to be disclosed pursuant to the open records statutes of the laws of a WSCA/NASPO Member governing this Master Agreement or any Purchasing Document. The disclosure of information under this Master Agreement shall be subject to the Colorado Open Records Act, CRS §24-72-200.1, et seq. The disclosure of information under a Participating Addendum shall be subject to the open records statutes of the jurisdiction of the Participating Entity that is a party to such Participating Addendum.

i. **Government Entity Confidential Information.** Government Entity Confidential Information means the Confidential Information of a Government Entity, as defined herein, in the Purchasing Documents to which the Government Entity is a party, and in accordance with the laws, regulations and policies applicable to the Government Entity. Confidential Information of a Government Entity may include, but is not necessarily limited to, state records, personnel records, and information concerning individuals, including names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information.
ii. **Non-Government Entity Confidential Information.** Non-Government Entity Confidential Information means all Confidential Information of a Non-Government Entity, whether in paper or electronic format, disclosed in writing to a Recipient party that is designated in writing as confidential at the time of disclosure.

iii. **Contractor Confidential Information.** Contractor Confidential Information means all confidential information of Contractor, whether in paper or electronic format, disclosed to a Recipient that is designated in writing as confidential at the time of disclosure. Confidential Information related to Contractor’s customer lists, customer information, products, product development, technical information, pricing information, pricing methodologies, or information regarding Contractor’s financial condition, business planning or business operations shall be deemed Confidential Information to the extent such information is not subject to disclosure under the open record statutes of the laws of a WSCA/NASPO Member.

iv. **Exceptions.** Confidential Information shall not include information that: (a) was generally available to the public at the time it was disclosed, or becomes generally available to the public through no fault of the Recipient; (b) was known to the Recipient at the time of disclosure as shown by written records in existence at the time of disclosure; (c) was developed independently by the Recipient prior to the disclosure, as shown by written records in existence prior to the disclosure; (d) is disclosed with the prior written approval of the disclosing Party or party (a “Disclosing Party”); (e) becomes known to the Recipient from a source other than the Disclosing Party without breach of this Master Agreement or any Purchasing Document, and in a manner which is otherwise not in violation of the Disclosing Party’s rights; (f) is disclosed as required under the open records statutes applicable to the Recipient; or (g) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Recipient shall attempt to provide reasonable advance notice to enable the disclosing Party to seek a protective order or otherwise prevent such disclosure.

B. **Obligations of the Parties.** Each Party to this Master Agreement and each party to a Purchasing Document receiving Confidential Information of a disclosing Party shall (i) treat as confidential all Confidential Information provided by the Disclosing Party in compliance with applicable laws, regulations, and state cyber-security procedures concerning the confidentiality of information; (ii) not use such Confidential Information except as expressly permitted under the terms of this Master Agreement or a Purchasing Document, or as otherwise previously authorized in writing by the Disclosing Party; (iii) implement reasonable procedures to prohibit the disclosure, unauthorized duplication, reverse engineering, disassembly, decompiling, misuse or removal of such Confidential Information; and (iv) not disclose such Confidential Information to any third party, except as permitted under §XIV(A)(iv) above. Without limiting the foregoing, each party shall use at least the same degree of care to prevent the disclosure of the Confidential Information of a Disclosing Party as it uses to prevent the disclosure of its own Confidential Information, and shall in any event use no less than a reasonable degree of care.
C. Notification. Each Recipient of the Confidential Information of a Disclosing Party shall notify its agents, employees, Subcontractors and assigns who are authorized to use or reasonably may be expected to come into contact with the Confidential Information that each is subject to the confidentiality requirements set forth herein and in the applicable Purchasing Documents.

XV. Protected Public Documents

A. Use, Security, and Retention. Government Entity Confidential Information shall not be distributed or sold to any third party or used by Contractor or its agents in any manner, except as authorized by this Master Agreement and approved in writing by an authorized representative of Lead State, or by a Purchasing Document and approved in writing by the authorized representative identified in the Purchasing Documents applicable to such Government Entity. Contractor shall provide and maintain a secure environment that ensures confidentiality of all Government Entity Confidential Information wherever located. Government Entity Confidential Information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Master Agreement and approved in writing by an authorized representative of Lead State or, in a Purchasing Document and approved by the authorized representative identified in the Purchasing Documents applicable to such Government Entity.

B. Third Party Requests. Any request or demand by a third party for Government Entity Confidential Information in the possession of Contractor shall be immediately forwarded to an authorized representative of the Government Entity to which the Government Entity Confidential Information belongs.

C. Protected Public Documents. Disclosure of protected public records of a Government Entity or other Government Entity Confidential Information by Contractor for any reason may be cause for legal action by third parties against Contractor, the disclosing Government Entity, or their respective agents. Contractor shall indemnify, save, and hold harmless the disclosing Government Entity, Lead State, WSCA, and NASPO, and their respective employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this §XV.

XVI. Conflicts of Interest

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations under this Master Agreement or any Purchasing Document. Contractor acknowledges that even the appearance of a conflict of interest is harmful to the interests of the Parties to this Master Agreement and the parties to Purchasing Documents. Absent prior written approval from the WSCA/NASPO Contract Administrator, with respect to this Master Agreement, or the authorized representative of the Authorized Purchaser identified in the affected Purchaser Documents, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations hereunder or any
Purchasing Document. If a conflict or appearance exists, or a conflict of interest may exist, Contractor shall submit to WSCA/NASPO Contract Administrator and such Authorized Purchaser representative, if applicable, a disclosure statement setting forth the relevant details for the consideration of the WSCA/NASPO Contract Administrator and such Authorized Purchaser representative, if applicable. Failure to promptly submit a disclosure statement or to follow the direction of the WSCA/NASPO Contract Administrator in regard to an apparent conflict with this Master Agreement constitutes a breach hereof. Failure to promptly submit a disclosure statement or to follow the direction of the Authorized Purchaser's representative with respect to any Purchasing Documents constitutes a breach of such Purchasing Documents, unless provided to the contrary in such Purchasing Documents.

XVII. Representations and Warranties

Contractor makes the following specific representations and warranties, each of which was relied on by Lead State, NASPO and WSCA in entering into this Master Agreement. Except as expressly stated to the contrary, the representations and warranties made by Contractor hereunder are continuing representations and warranties and shall apply to and be true and correct on the date of execution of each Purchasing Document entered into by Contractor pursuant to this Master Agreement as though newly made on the execution thereof.

A. Contractor Applications. Contractor warrants that each Contractor Application shall operate in substantial conformity with the requirements and specifications applicable to such Contractor Application, as set forth in §VIII (Specifications) above and in the then current published functional specifications for such Contractor Application available to Authorized Purchasers and End Users through such Contractor Application. Contractor represents and warrants that it has and during the term of this Master Agreement shall have all rights required to use and to allow Authorized Purchasers to use all licensed software incorporated as a part of the Contractor Applications.

B. Licenses, Permits, Authorizations. Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law ("Required Authorizations") to perform its obligations hereunder. Contractor further represents and warrants that as of the effective date of each Purchasing Document it shall have, and at all times during the term of such Purchasing Document it shall maintain, all Required Authorizations necessary to perform its obligations under such Purchasing Document. Contractor shall obtain and maintain all Required Authorizations, without reimbursement by any other Party to this Master Agreement or any party to a Purchasing Document or other adjustment in funds under any Purchasing Document. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Master Agreement or any Purchasing Document shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the jurisdiction of an Authorized Purchaser, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in such jurisdiction and shall designate a registered agent in such state to accept service
of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Master Agreement or a Purchasing Document is a material breach by Contractor and constitutes grounds for termination of this Master Agreement or such Purchasing Document.

C. Legal Authority. Contractor represents and warrants that it possesses the legal authority to enter into this Master Agreement and during the term of this Master Agreement shall possess the legal authority to enter into each Purchasing Document and that it has taken and shall take all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Agreement and each authorized signatory under a Purchasing Document to execute such Purchasing Document, or any part hereof or thereof, and to bind Contractor to the terms hereof or thereof. If requested by the WSCA/NASPO Contract Administrator or by any Authorized Purchaser, Contractor shall provide the WSCA/NASPO Contract Administrator or the designated representative of such Authorized Purchaser with proof of Contractor’s authority to enter into this Master Agreement or any applicable Purchasing Document within fifteen (15) days of receiving such request.

XVIII. Insurance

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Master Agreement and each Purchasing Document. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the WSCA/NASPO Contract Administrator. Any additional policies evidencing the insurance coverage required under a Purchasing Document shall be issued by insurance companies satisfactory to Contractor and the Authorized Purchaser under such Purchasing Document.

A. Contractors and Subcontractors. Contractor shall, and shall require each contract with a Subcontractor providing Services in connection with this Master Agreement or a Purchasing Document to provide insurance requirements substantially similar to the following:

i. Worker’s Compensation. Worker’s Compensation Insurance as required by applicable legal requirements in the jurisdiction of the Authorized Purchaser, and Employer’s Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) $1,000,000 each occurrence; (b) $2,000,000 general aggregate; (c) $1,000,000 products and completed operations aggregate; and (d) $50,000 any one fire.
iii. **Automobile Liability.** Automobile Liability Insurance covering any auto (including hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. **Additional Insureds.** WSCA, NASPO and Lead State shall be named as additional insureds on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder. Each Participating Entity and each Authorized Purchaser shall be added as an additional insured on all Commercial General Liability and Automobile Insurance upon the execution of a Purchasing Document by Contractor and such Participating Entity or Authorized Purchaser.

v. **Primacy of Coverage.** Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by a Party to this Master Agreement or any Participating Entity or Authorized Purchaser.

vi. **Cancellation.** The above insurance policies shall include provisions providing Contractor (a) fifteen (15) days prior notice of cancellation or non-renewal in the event of non-payment of premiums and (b) thirty (30) days prior notice for cancellation for any other reason and Contractor shall forward such notice to the WSCA/NASPO Contract Administrator in accordance with §XXV (Notices and Representatives) within seven (7) days of Contractor's receipt of such notice.

vii. **Subrogation Waiver.** All insurance policies in any way related to this Master Agreement or any Purchasing Document and secured and maintained by Contractor or its Subcontractors as required herein or therein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor, the Parties to this Master Agreement, the parties to any Purchasing Document, and their respective agencies, institutions, organizations, officers, agents, employees, and volunteers.

B. **Certificates.** Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the WSCA/NASPO Contract Administrator within seven (7) business days of the Effective Date. No later than fifteen (15) days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to WSCA/NASPO Contract Administrator or, in the case of Subcontractors, to Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the NASPO/WSCA Contract Administrator at any other time during the term of this Master Agreement or any subcontract solely related to this Master Agreement and/or any Purchasing Document, Contractor and each Subcontractor shall, within ten (10) days of such request, supply to the WSCA/NASPO Contract Administrator evidence satisfactory to the WSCA/NASPO Contract Administrator of compliance with the provisions of this §XXVIII. At the request of the designated representative identified in a Purchasing Document, Contractor and any
Subcontractor providing Services under such Purchasing Document shall provide to such representative certificates showing insurance coverage required under such Purchasing Document.

XIX. Indemnification

A. General. Contractor shall indemnify, save, and hold harmless the other Parties to this Master Agreement and each party to a Purchasing Document (each an "Indemnified Party" and collectively, the "Indemnified Parties"), and their respective employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any negligent act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Master Agreement; provided, however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., the governmental immunity statutes applicable to any other Indemnified Party, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as now or hereafter amended.

B. Intellectual Property. Contractor shall defend, indemnify and hold harmless the Indemnified Parties, from and against any and all claims, suits, proceedings, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and related costs) arising out of any claims, demands, suits or proceedings brought by a third party alleging that the Contractor Applications infringe upon any patent, copyright or trademark or misappropriate any trade secret or other intellectual property rights of any third party. Contractor shall have no obligation to indemnify an Indemnified Party to the extent that any alleged infringement arises out of (a) the use of the Contractor Applications in combination by the Indemnified Party with other data, products, software, processes or materials not provided or authorized by Contractor; (b) the modification of the Contractor Applications by a party other than Contractor; or (c) any unauthorized use of the Contractor Applications. Should any of the Contractor Applications as used by an Indemnified Party, or in Contractor's commercially reasonable opinion be likely to infringe, Contractor shall, at its option and sole expense: (i) procure for the Indemnified Party the right to continue to use the Contractor Applications, (ii) modify the Contractor Applications to eliminate any such claim that might result from their use, provided such modification does not adversely affect the functional capabilities of the Contractor Applications or (iii) replace the Contractor Applications with equally suitable, compatible and functionally equivalent non-infringing Contractor Applications at no additional charge to the Indemnified Party. If none of these options is commercially practicable, then this Master Agreement and any Purchasing Document may be terminated by any of the Parties hereto or parties thereto without further obligation or liability on the part of any of them, except that Contractor agrees to promptly refund to each Authorized Purchaser the fees paid by such Authorized Purchaser for the portion of any Subscription term for which the Contractor Applications would no longer be available to such Authorized Purchaser.
C. **Notice and Defense.** The Indemnified Party promptly shall notify Contractor of a claim under this §XIX; provided, however, that failure to do so shall not preclude the Indemnified Party's right to indemnification if such failure does not materially prejudice Contractor's ability to defend the claim. If such failure materially prejudices Contractor's ability to defend, the Indemnified Party's right to indemnification shall be diminished to the extent of the prejudice. Contractor shall control the defense and/or settlement of the claim and shall have the right to compromise or settle such claim for money damages, at Contractor's expense. Any other compromise or settlement shall require the consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned, or delayed. Contractor shall reimburse the Indemnified Party for the Indemnified Party's reasonable, direct out-of-pocket expenses, as incurred, including, without limitation, attorneys' fees and related costs, incurred (i) as a result of participation in the defense at Contractor's request or (ii) in connection with the defense of the claim if Contractor fails to assume control and vigorously pursue the defense of the claim. The Indemnified Party may participate in the defense and/or settlement with counsel of its own.

XX. **Responsibilities of the Parties**

Each Party to this Master Agreement and each party to a Purchasing Document shall be responsible for the actual physical damages directly caused by the negligent acts or omissions of its respective employees, agents, or Subcontractors in the course of its performance under this Master Agreement or any Purchasing Document involving personal injury or death to persons or loss or damage to personal tangible property.

XXI. **Breach**

A. **Master Agreement.** In addition to any breach specified in other sections of this Master Agreement, any of the following also shall constitute a breach hereunder: (i) the failure of a Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, after taking into account any applicable notice and cure periods; (ii) a material breach by Contractor of a Purchasing Document, as determined under such Purchasing Document; and (iii) the institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within twenty (20) days after the institution or occurrence thereof (collectively, "Bankruptcy").

B. **Purchasing Documents.** In addition to the breaches specified in a Purchasing Document, the following shall constitute a breach under each Purchasing Document: (i) the failure of any party to such Purchasing Document to perform any of its material obligations thereunder, in whole or in part or in a timely or satisfactory manner, after taking into account any applicable notice and cure periods set forth in such Purchasing Document or (ii) Contractor's Bankruptcy.

C. **Notice and Cure Period.** In the event of a breach, Notice of such shall be given in writing by the aggrieved Party to this Master Agreement to the breaching Party or by the aggrieved party to a Purchasing Document to the other party thereto. If such breach is not cured within thirty (30) days of receipt of written notice, or if a
cure cannot be completed within thirty (30) days, or if cure of the breach has not begun within thirty (30) days and pursued with due diligence, the non-breaching Party to this Master Agreement or non-breaching party to a Purchasing Document may exercise any of the applicable remedies set forth in §XXII (Remedies) below. Notwithstanding anything to the contrary herein, a Government Entity, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate any Purchasing Document to which it is a party, in whole or in part, if reasonably necessary to preserve public safety or to prevent immediate public crisis.

XXII. Remedies

A. **Termination.** If a Party to this Master Agreement is in breach under any provision hereof, the aggrieved Party shall have all of the applicable remedies listed in this §XXII in addition to all other remedies set forth in other sections of this Master Agreement, following the Notice and cure period set forth in §XXI (Breach) above. If a party to a Purchasing Document is in breach under any provision thereof, the aggrieved party shall have all of the applicable remedies listed in this Master Agreement, in addition to such other remedies as may be set forth in the Purchasing Document. An aggrieved Party under this Master Agreement or an aggrieved party under a Purchasing Document may exercise any or all of the remedies available to it hereunder or thereunder, in its sole discretion, concurrently or consecutively.

i. **Cause and/or Breach.** An aggrieved Party to this Master Agreement may terminate this Master Agreement by written Notice if the breaching Party commits a material breach of this Master Agreement. An aggrieved party to a Purchasing Document may terminate such Purchasing Document by written Notice if the breaching party to such Purchasing Document commits a material breach of such Purchasing Document.

ii. **Master Agreement.** To the extent specified in any termination Notice delivered with respect to this Master Agreement or any Purchasing Document, Contractor shall not incur further obligations or render further performance hereunder or thereunder, as applicable, past the effective date of a termination Notice.

iii. **Purchasing Documents.** To the extent specified in any termination Notice delivered with respect to a Purchasing Document, Contractor shall terminate outstanding orders and subcontracts with third parties under such Purchasing Document. However, Contractor shall complete and deliver to the aggrieved party under the terminated Purchasing Document all Services not cancelled by the termination Notice and may incur obligations as are necessary to do so within the terms hereof and the terms of the Purchasing Document. The aggrieved party to such Purchasing Document shall reimburse Contractor only for accepted performance up to the date of termination.

iv. **Damages and Withholding.** Subject to §XXII (Limitation of Liability) below and notwithstanding any other remedial action by a breaching Party hereunder, each breaching Party shall remain liable to each non-
breaching Party for any damages sustained by such non-breaching Party by virtue of any breach hereunder. Subject to §XXIII (Limitation of Liability) below and to any applicable terms under a Purchasing Document and notwithstanding any other remedial action by a breaching party under such Purchasing Document, each breaching party shall remain liable to the non-breaching party under such Purchasing Document for any damages sustained by such non-breaching party by virtue of any breach thereunder.

B. Other Remedies

i. Contractor Applications. In the event of breach by Contractor of its representations and warranties with respect to a Contractor Application under §X(A) (Subscription and Service Warranty) or §XVII(A) (Representations and Warranties) above, Contractor shall, at Contractor's sole option, and as sole and exclusive remedy (a) repair the applicable Contractor Application, (b) terminate the Purchasing Document under which the breach occurred and refund to the Authorized Purchaser a sum equal to the Subscription Fees paid for the period during which the Contractor Applications were rendered unusable, prorated on a monthly basis, or (c) with the consent of the Authorized Purchaser terminate the Subscription under which the breach occurred and refund to the Authorized Purchaser the Subscription Fees paid with respect to such Subscription for the period during which the Contractor Application was rendered unusable, prorated on a monthly basis.

ii. Services. In the event of breach by Contractor of its representations or warranties with respect to Services, under this Master Agreement or any Purchasing Document, the other Parties to this Agreement or the Authorized Purchaser that is a party to the Purchasing Document under which the breach occurred may exercise one or more of the following remedies: (a) suspend Contractor's performance with respect to all or any portion of the Purchasing Document pending necessary corrective action as specified by the Authorized Purchaser without entitling Contractor to an adjustment in price/cost or performance schedule; (b) withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed; and (c) require Contractor to re-perform the breaching Services.

iii. Removal. Notwithstanding any other provision herein or in a Purchasing Document, an Authorized Purchaser may demand immediate removal of any of Contractor's employees, agents, or Subcontractors whom Authorized Purchaser deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to such Purchasing Document is deemed to be contrary to the public interest or Authorized Purchaser's best interest.

XXIII. Limitation of Liability

A. Consequential and Other Damages. None of the Parties to this Master Agreement, the parties to any Purchasing Document, or their respective affiliates,
directors, officers, employees, agents or subcontractors, shall be liable to the any other Party or party, or their respective Affiliates, for any indirect, incidental, special, consequential, punitive or exemplary damages or liability (including reasonable attorneys’ fees) that result from or are related to this Master Agreement, any Purchasing Documents or any or their respective exhibits or attachments, whether in contract or tort or under any other theory of liability, even if the other Party, party, or respective Affiliate has been informed of the possibility of such damages or liability.

B. **Maximum Liability.** Except for amounts owed to Contractor by an Authorized Purchaser, as authorized under an applicable Purchasing Document, the aggregate liability of any party related to or arising out of such Purchasing Document, or any of its respective exhibits or attachments, whether in contract, tort or under any other theory of liability, shall not exceed the aggregate amounts payable to Contractor by the Authorized Purchaser under such Purchasing Document in the 24 months preceding the event giving rise to such damages. The limitations of liability under this section shall not apply to any obligations and liabilities arising from death, personal injury, damage to tangible property or intellectual property infringement. The aggregate liability of any Party related to or arising out of this Master Agreement or its respective exhibits or attachments, shall be limited to whether in contract, tort or under any other theory of liability, shall not exceed $500,000.00. None of WSCA, NASPO, or the Lead State shall have any liability under any Purchasing Document or its respective exhibits or attachments under any theory of liability.

XXIV. **Governmental Immunity**

Liability for claims for injuries to persons or property arising from the actions or inactions of a Government Entity shall be controlled and limited by the laws of the jurisdiction applicable to such Government Entity, as set forth in the Purchasing Documents to which such Government Entity is a party. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees under this Master Agreement and under any Purchasing Document to which it is a party is controlled and limited by the provisions of the Governmental Immunity Act §24-10-101, et seq. and the risk management statutes, CRS §24-30-1501, et seq., as amended.

XXV. **Notices and Representatives**

Each individual identified below is the principal representative of the designating Party. All Notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy Notice, Notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written Notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.
A. Lead State:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom Spiker</td>
<td>State Purchasing Office, Colorado Department</td>
<td>303-893-2400</td>
<td><a href="mailto:tom.spiker@state.co.us">tom.spiker@state.co.us</a></td>
</tr>
<tr>
<td></td>
<td>of Personnel and Administration</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>633 17th Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Suite 1600</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Denver, CO 80202</td>
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with a copy to the WSCA/NASPO Contract Administrator.

B. WSCA/NASPO Contract Administrator:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jack Galit</td>
<td>AMR Management Services, 201 East Main</td>
<td></td>
<td><a href="mailto:jgalit@amrms.com">jgalit@amrms.com</a></td>
</tr>
<tr>
<td></td>
<td>Suite 1405</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lexington, KY 40507</td>
<td></td>
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</tbody>
</table>

C. Contractor:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jennifer Kaelin</td>
<td>SciQuest, Inc., 6501 Weston Parkway</td>
<td></td>
<td><a href="mailto:jkaelin@sciquest.com">jkaelin@sciquest.com</a></td>
</tr>
<tr>
<td></td>
<td>Suite 200</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Cary, NC 27513</td>
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</tbody>
</table>

XXVI. Miscellaneous

A. Assignment and Subcontracts.

i. By Contractor. Contractor's rights and obligations hereunder are personal and shall not be transferred, assigned or subcontracted without the prior, written consent of the WSCA/NASPO Contract Administrator. Contractor's rights and obligations under each Purchasing Document are personal and shall not be transferred, assigned or subcontracted without the prior, written consent of the Authorized Purchaser's representative identified in the applicable Purchasing Document. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved hereunder are subject to all of the provisions hereof. All assignments, subcontracts, or Subcontractors approved by an Authorized Purchaser designated representative under a Purchasing Document shall be subject to all of the
provisions hereof and thereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance.

ii. **By Lead State.** Lead State, in its sole discretion and at any time, may transfer or, assign all of its rights and obligations under this Master Agreement to WSCA or, upon prior written consent of the WSCA Directors, to any other WSCA Member, and upon such transfer, shall have no further rights or obligations under this Master Agreement, except as may be set forth in any separate Purchasing Documents entered into by Lead State on its own behalf. Lead State shall provide Notice to the other Parties of such assignment, specifying the effective date thereof.

B. **Binding Effect.** Except as otherwise provided in §XXVI(A) above, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. **Captions.** The captions and headings in this Master Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. **Counterparts.** This Master Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. **Entire Understanding.** This Master Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. **Jurisdiction and Venue.** All suits or actions related to this Master Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. All suits or actions related to a Purchasing Document shall be filed and proceeding held in the state and venue of the Authorized Purchaser to such Purchasing Document, as set forth in such Purchasing Document.

G. **Modification.**

i. **By the Parties.** Except as specifically provided in this Master Agreement, modifications of this Master Agreement shall not be effective unless agreed to in writing by the Parties in an amendment to this Master Agreement, properly executed and approved in accordance with applicable Colorado State law and Fiscal Rules. Modifications permitted under this Addendum, other than contract amendments, shall conform to the Policies of the Office of the Colorado State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.
ii. **By Operation of Law.** This Master Agreement is subject to such modifications as may be required by changes in federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Addendum on the effective date of such change, as if fully set forth herein.

iii. **Of Purchasing Documents.** Modifications of a Participating Addendum shall be governed by such Participating Addendum. Modification of a Service Order or Affiliate Agreements shall be governed by the Participating Addendum under which such Service Order or Affiliate Agreement is issued.

H. **Order of Precedence.** The provisions of this Master Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Master Agreement, and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. A Participating Addendum;

ii. An Affiliate Agreement, if applicable;

iii. A Service Order issued under a Participating Addendum or Affiliate Agreement;

iv. The provisions of the main body of this Master Agreement;

v. **Exhibit A** (WSCA Terms and Conditions);

vi. **Exhibits C** (Support and Maintenance Services) and D (Supplier Enablement Services);

vii. **Exhibit I** (Current Pricing and Discounts);

viii. **Attachment AA** (Request for Proposal);

ix. **Attachment BB** (Contractors Best and Final Offer); and

x. **Attachment BB** (Contractor’s Proposal).

I. **Severability.** Provided this Master Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Addendum in accordance with its intent.

J. **Survival of Certain Agreement Terms.** Notwithstanding anything herein to the contrary, §§II (Definitions), IV (Term and Early Termination), XIV, (Confidential Information), XXIII (Limitation of Liability), XXIV (Governmental Immunity), and XXVI (Miscellaneous) of this Master Agreement shall survive termination of this Master Agreement and shall be enforceable by each Party, as applicable.

K. **Taxes.** Provisions applicable to Participating Entities and Authorized Purchasers that are exempt from federal, state, and/or local government taxes with respect to purchases or services shall be set forth in each Participating Addendum, to the extent applicable, Lead State is exempt from all federal excise taxes under IRC
Chapter 32 (No. 84-730123K) and from all state and local government sales and use taxes under CRS §§38-26-101 and 201, et seq., and the application of such exemptions shall be set forth in the Participating Addendum entered into by the Lead State.

L. **Third Party Beneficiaries.** Except the extent that the terms and conditions of this Master Agreement are incorporated into Purchasing Documents, (i) enforcement of this Master Agreement and all rights and obligations hereunder are reserved solely to the Parties and (ii) any services or benefits which third parties receive as a result of this Master Agreement are incidental to this Master Agreement, and do not create any rights for such third parties. Enforcement of any Purchasing Document and all rights and obligations thereunder are reserved solely to the parties to such Purchasing Document and any services or benefits which third parties receive as a result of such Purchasing Document are incidental thereto and do not create any rights for third parties.

M. **Waiver.** Waiver of any breach under a term, provision, or requirement of this Master Agreement or any Purchasing Document, or any right or remedy hereunder or thereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

N. **Publicity.** None of the Parties to this Master Agreement or the parties to any Purchasing Document may issue any press release regarding this Master Agreement or such Purchasing Document without the prior written consent of the other Parties hereto or parties thereto. Contractor may include the name and logo of an Authorized Purchaser in Contractor's lists of customers to the extent specifically authorized in the Participating Addendum under which a Purchasing Document is issued or in the Purchasing Documents executed by the Authorized Purchaser.

O. **Independent Contractor.** Contractor shall perform its duties hereunder and under each Purchasing Document as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of any other Party to this Master Agreement or any other party to a Purchasing document. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through any other Party to this Master Agreement or party to a Purchasing Document and such Parties hereunder and parties thereunder shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Master Agreement or any Purchasing Document. Contractor shall not have authorization, express or implied, to bind the other Parties to this Master Agreement or any party to a Purchasing Document to any agreement, liability or understanding, except as expressly set forth herein or therein. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the WSAC/NASPO Contract Administrator or
identified representative under a Purchasing Document, and (iii) be solely responsible for its acts and those of its employees and agents.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

<table>
<thead>
<tr>
<th>CONTRACTOR: SciQuest, Inc.</th>
<th>LEAD STATE: STATE OF COLORADO</th>
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<tbody>
<tr>
<td>Name: Rudy Howard</td>
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<td>Department of Personnel &amp; Administration,</td>
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<td>Division of Finance and Procurement</td>
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<tr>
<td>Signature</td>
<td>By: Kathy Nesbitt, Executive Director</td>
</tr>
<tr>
<td>Date: JUNE 30, 2011</td>
<td>Date: ________________________</td>
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<tr>
<th>NASPO: National Association of State Procurement Officials, Inc.</th>
<th>LEGAL REVIEW: John W. Suthers, Colorado Attorney General</th>
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<tbody>
<tr>
<td>Name: Greg Smith</td>
<td>By: ________________________</td>
</tr>
<tr>
<td>Title: President</td>
<td>(Assistant) Attorney General</td>
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<tr>
<td>Name: Greg Smith</td>
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Page 36 of 37
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ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER

David J. McDermott, CPA

By: [Signature]

Date: 6-30-11
EXHIBIT A
WSCA Terms and Conditions

Standard Contract Terms and Conditions
Western States Contracting Alliance

PARTICIPANTS: The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc..) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Other states and their political subdivisions are also eligible to participate in WSCA contracts. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

QUALITY ESTIMATES: WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the RFP states "No substitute". Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF PROPOSALS: WSCA reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the Request for Proposals. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the
opening of proposals no proposal may be modified or withdrawn, unless done in response to a request for a "Best and Final Offer" from WSCA.

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor’s use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD: WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the RFP.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon sixty (60) days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor’s liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow; the special terms and conditions shall govern.
REPORTS: The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

HOLD HARMLESS: The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney’s fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW: This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity’s State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of an Participating Addendum shall be in the Purchasing Entity’s State.

DELIVERY: The prices offered shall be the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor’s warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY: As used herein “Buyer” refers to any Participating State agency or political subdivision. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Buyer has relied on the contractor’s skill or judgment to consider.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination.
against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state’s certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer’s rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one percent (1%) per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party’s reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state’s requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.
EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in proposal preparation.

CONFLICT OF INTEREST: The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cites, etc.) of the Participating States shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

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

Revision date: June 2010
EXHIBIT B

Form of Participating Addendum

PARTICIPATING ADDENDUM
to
Master Price Agreement by and among SciQuest, Inc. and
the State of Colorado, the National Association of Procurement Officials, Inc. and
the Western States Contracting Alliance

This Participating Addendum is entered into by ___________ (the "Participating Entity") and
SciQuest, Inc. ("Contractor", and together with the Participating Entity, the "Addendum Parties"),
pursuant to that certain Master Price Agreement for eProcurement Services (Hosted Software-
as-a-Service), dated June 30, 2011, by and among Contractor and the State of Colorado and
the National Association of State Procurement Officials, Inc. ("NASPO"), on its own behalf and
on behalf of the Western States Contracting Alliance ("WSCA"), WSCA/NASPO Agreement
#W33-2010, and State of ___________ Price Agreement ___________ (together with its exhibits and
attachments, the "Master Agreement"). The underlying procurement for these Services was led
by the State of Colorado on behalf of NASPO and WSCA and the WSCA/NASPO Members, for
use by Participating Entities and those Authorized Purchasers approved by the Chief
Procurement Official of a Participating Entity to utilize state contracts. This Participating
Addendum is entered into pursuant to and incorporates by reference the terms and conditions of
the Master Agreement. This Participating Addendum and the exhibits attached hereto are
collectively referred to as the "Addendum".

In consideration of the premises, covenants and mutual promises contained in this Addendum,
and for other valuable consideration, the receipt and sufficiency of which is hereby
acknowledged, the Addendum Parties hereby agree as follows.

1. Scope: The scope of this Addendum shall be limited to the scope of the Master Agreement.
The purpose of this Addendum is to create a statewide centralized electronic procurement
system providing more efficient delivery of state procurement services through the use of
technology.

2. Participation: Use of the Master Agreement by an Authorized Purchaser is subject to the
approval of the State Chief Procurement Official of the Participating Entity. Issues of
interpretation and eligibility for participation are solely within the authority of the Participating
Entity's Chief Procurement Official.

3. Modifications to Master Agreement: Modifications to the Master Agreement and additional
terms and conditions specific to this Addendum are attached hereto and incorporated herein as
Schedule A.

4. Primary Contacts: The primary contacts for this Addendum shall be the individuals identified
below or such other individuals as may be identified from time to time in a Notice sent by a
designating party to the other parties set forth below:

**WSCA/NASPO Contract Administrator**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Jack Galt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>AMR Management Services</td>
</tr>
<tr>
<td></td>
<td>201 East Main, Suite 1405</td>
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Lexington, KY 40507  
Telephone: (612) 940-1577  
Fax: (952) 392-4580  
E-mail: jgalltt@amrms.com

Contractor  
Name: Jennifer Kaelin, Vice President of Finance  
Address: 6501 Weston Parkway, Suite 200  
Cary, NC 27513  
Telephone: (919) 659-2100  
Fax: (919) 659-2199  
E-mail: jkaelin@sciquest.com

Participating State  
Name: <<Name>>  
Address: <<Address>>  
Telephone: <<Telephone>>  
Fax: <<Fax>>  
E-mail: <<E-mail>>

5. **Subcontractors:** All assignments, subcontracts, or Subcontractors approved by Contractor or the Participating Entity are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Authorized Subcontractors under this Addendum are set forth in the Master Agreement [Add additional Subcontractors if required].

6. **Contract Instructions:** All Service Orders issued under this Addendum shall be substantially in the form set forth in Exhibits E (Form of Statement of Work) and F (Form of Order Form) to the Master Agreement. The Authorized Purchaser entering into a Service Order shall be solely responsible therefore and the Participating Entity shall not be responsible for or liable under any Service Order, unless the Participating Entity is the Authorized Purchaser under the Service Order. Each Service Order issued under this Participating Addendum shall contain the following:

[Tie to Forms of Order Form and SOW]

(a) "This Contract is subject to WSCA/NASPO Master Agreement #W33-2010 and the Participating Entity Price Agreement ";
(b) The name, address, contact, and phone number for the Authorized Purchaser;
(c) The Contractor Applications to which the Participating Entity is subscribing;
(d) A description of the Services to be provided; and
(e) The payment amounts and terms for the Subscriptions and Services.

All Service Orders shall be forwarded to Contractor through Contractor’s Vice President of Finance at the following address:

Address Contracts to:

Name: Jennifer Kaelin, Vice President of Finance  
Address: 6501 Weston Parkway, Suite 200  
Cary, NC 27513
All payments shall be remitted to Contractor at the following address:

Name: Jennifer Kaelin, Vice President of Finance
Address: 6501 Weston Parkway, Suite 200
Cary, NC 27513
Telephone: (919) 659-2100
Fax: (919) 659-2199
E-mail: jkaelin@sciquest.com

This Addendum and the Master Agreement, set forth the entire agreement between the Addendum Parties with respect to the subject matter hereof and all previous communications, representations or agreements, whether oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. Terms and conditions inconsistent with, contrary, or in addition to the terms and conditions of this Addendum and the Master Agreement, shall not be added to or incorporated into this Addendum or the Master Agreement by any subsequent contract or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement shall prevail and govern in the case of any inconsistent or additional terms within the jurisdiction of the Participating Entity.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Addendum Parties have executed this Addendum as of the date of execution by both Addendum Parties below.

THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

<table>
<thead>
<tr>
<th>CONTRACTOR: SciQuest, Inc.</th>
<th>PARTICIPATING ENTITY:</th>
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<tbody>
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APPROVED:

<table>
<thead>
<tr>
<th>Name: WSCA/NASPO Contract Administrator</th>
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<tr>
<td>Signature</td>
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<td>Date:</td>
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</table>

LEGAL REVIEW:

By: (Assistant) Attorney General

Date: 

Exhibit B to Master Agreement
EXHIBIT C

Support and Maintenance Services

1. Contractor shall (a) provide Authorized Purchaser with maintenance and support services ("Support Services") via telephone, facsimile, electronic mail, or other electronic means, at Contractor’s discretion, from the hours of 4:00 a.m. to 8:00 p.m. ET Monday through Friday, and such additional times as may be necessary in order to provide such Support Services for all WSCA/NASPO jurisdictions during their normal business hours of operation, and 24x7 access for reporting Level 1 (as defined in paragraph 2 below) situations, to a designated, authorized, qualified, and trained user of the Contractor Applications, designated by Authorized Purchaser ("Authorized Purchaser Contact") and to one (1) designated, authorized, qualified, and trained user of the Contractor Applications designated as Authorized Purchaser's backup ("Backup Contact") (collectively referred to as "Authorized Purchaser Support Contact"); and (b) correct reproducible errors or malfunctions to enable the Contractor Application to perform substantially in accordance with and as specified in the accompanying documentation. Authorized Purchaser may change the Authorized Purchaser Contract of the Authorized Purchaser Support Contact from time to time by the delivery of written notice to Contractor, in accordance with the notice provisions of the Participating Addendum.

2. Contractor shall deliver a solution or action plan to correct reported errors that meet the definition of:
   (i) "Level 1 Catastrophic" within eight (8) business hours of receipt of the reported error. "Level 1 Catastrophic" is defined as a condition in which the Contractor Application is partially or totally inoperative in the production environment, including but not limited to, total system failure, data loss, data corruption, or a processing of functions and processes so slow as to render the application unusable, or any Level 2 error where a reasonable alternative work process cannot be established;
   (ii) "Level 2 High Impact" within approximately two (2) business days of receipt of the reported error. "Level 2 High Impact" is defined as any error that results in the usability of the product being restricted and for which a reasonable alternative work process can be established;
   (iii) "Level 3 Non-Critical," within approximately three (3) business days of receipt of the reported error. "Level 3 Non-Critical" is defined as any error wherein one or more functions do not operate optimally, but where impact on functionality and/or usability is agreed by Authorized Purchaser and Contractor to be minor and result in a mutually acceptable disruption to Authorized Purchaser’s workflow process; and
   (iv) "Level 4 Cosmetic," within approximately five (5) business days of receipt of the reported error, at Contractor’s sole discretion. "Level 4 Cosmetic" is defined as any error that cannot be categorized as belonging to any higher severity level, including but not limited to a cosmetic or documentation error.

3. Each reported issue ("Incident") shall be reported, logged, and tracked via the use of an incident tracking system, which system may be accessed via a web site. Upon notification by Authorized Purchaser of an Incident via the web-tracking tool, Contractor shall assign an Incident Tracking Number ("ITN") to the Incident which shall remain open until the reported issue is resolved. Authorized Purchaser must refer to the ITN assigned to the Incident for all subsequent inquiries with regard thereto. Authorized Purchaser may escalate an Incident at any time if it believes the urgency has increased, or the appropriate response has not been received. The following escalation contacts are available to Authorized Purchaser at any time:
   (i) Authorized Purchaser may contact Contractor Customer Support and ask to speak with a
Customer Support Manager on duty, (ii) if not satisfied, the customer may contact the Director of Support Services directly, via email or cell phone, and (iii) if not satisfied, the customer may contact the Vice President of Customer Operations, directly, via email or cell phone.

4. Contractor shall provide new feature functionality, enhancements, and other changes, which are logical improvements to a Contractor Application and to which Contractor makes generally available on a commercial basis, without charge, to any other licensee of the Contractor Application ("Updates"). Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to a Contractor Application ("Upgrades"), nor do they include any Professional Services that may be required for implementation. Contractor Support Services do not include making changes to site configuration as finalized upon Solution Acceptance during implementation. At Authorized Purchaser's request, Contractor may provide technical, operational or other assistance or consulting in excess of the standard Support Services in accordance with the Master Agreement and the Participating Addendum.

5. When a Contractor Application is deployed in conjunction with other software products, including but not limited to web servers, browsers, databases, and operating systems, not supplied by Contractor, Contractor is not responsible for providing Support Services for these other products, or for ensuring correct interoperation with these products.

6. Authorized Purchaser shall assist Contractor in attempting to reproduce the specific situation in which a Contractor Application, standing alone, demonstrated a failure to conform substantially in all material respects to the functional specifications set forth in its accompanying documentation ("Defect"). Authorized Purchaser's Support Contact shall conduct reasonable and adequate research with respect to a Defect or related issue prior to contacting Contractor for assistance.

7. Contractor shall make all hosted Contractor Applications available to Authorized Purchaser for at least ninety-nine percent (99%) of the time (determined monthly), seven (7) days a week, twenty-four (24) hours per day, not including any unavailability that (i) lasts fewer than fifteen (15) minutes in the aggregate during any twenty-four (24) hour period; (ii) results from regularly scheduled Contractor maintenance; (iii) results from failure of Authorized Purchaser's hardware or software; (iv) results from the failure of a communication service or other outside service or equipment not within the control of Contractor; or (v) is beyond the reasonable control of Contractor ("Service Availability"). Contractor shall provide Purchasing Entity with reasonable prior written notice of all regularly scheduled Contractor maintenance, including eight (8) months prior notice of scheduled maintenance for major Updates, and shall notify Purchasing Entity of any maintenance required on an emergency as soon as reasonably practicable.

8. Contractor shall be reimbursed by Authorized Purchaser for all reasonable travel, living expenses and travel time approved in advance in writing by Authorized Purchaser, at the reimbursement rates applicable to Authorized Purchaser's own employees. Contractor shall invoice Authorized Purchaser for such pre-approved expenses monthly or on such other schedule as Contractor and Authorized Purchaser shall agree in the Participating Addendum or Statement of Work attached thereto.

9. Support Services do not include any on-site services. Contractor shall provide technical, operational or other assistance or consulting in excess of the standard Support Services as set forth in the Participating Addendum.
EXHIBIT D
Supplier Enablement Services

1. Definitions

"Basic Supplier Pack" means a license for enablement and access of Supplier Data for up to ten (10) Supplier enablements per pack, which includes either (i) one (1) Science Catalog Hosted Catalog with Authorized Purchaser-specific Pricing, (ii) one (1) Self Managed Catalog, or (iii) one (1) Supplier without a Hosted Catalog or Punch Out Catalog using Purchase-Order-to-Invoice Flip or Non-PO Invoice functionality, per enablement. For Authorized Purchasers that license the Order Manager application, the Basic Supplier Pack includes all electronic commerce integrations available in the Order Manager application. For Authorized Purchasers that license the Settlement Manager application, the Basic Supplier Pack includes all electronic commerce integrations available in the Settlement Manager application.

"CMT" means the SciQuest Content Management Tool provided by Contractor and used by Suppliers in providing their Supplier Data, in the proper electronic format, to Contractor.

"Enablement" means enabling an Authorized Purchaser to conduct transactions with its suppliers through the Contractor Applications.

"Hosted Catalog" means an electronic catalog whereby Supplier Data is hosted within the Contractor Application.

"Non-PO Invoice" means the ability to for Suppliers to send invoices in electronic format without having a purchase order present in the system.

"Premium Supplier Pack" means a license for enablement and access of Supplier Data for up to ten (10) Supplier enablements per pack, which includes either one (1) Hosted Catalog or Punch Out Catalog per enablement. For Authorized Purchasers that license the Order Manager application, the Premium Supplier Pack includes all electronic commerce integrations available in the Order Manager application. For Authorized Purchasers that license the Settlement Manager application, the Premium Supplier Pack includes all electronic commerce integrations available in the Settlement Manager application.

"Punch Out Catalog" means an electronic catalog whereby Supplier's electronic catalog content remains hosted by the Supplier on its web site and is accessed via a link on the Contractor Application.

"Purchase-Order-to-Invoice Flip" means the ability for Suppliers to receive orders in the Supplier Portal and convert them to electronic invoices for their customers.

"Science Catalog" means the select scientific Suppliers with hosted Supplier Data participating in the SciQuest Supplier network, which Suppliers are typically enabled with Supplier's general list price, unless Authorized Purchaser requests that Authorized Purchaser-specific price files be provided via the use of one of its Basic Supplier licenses.

"Science Catalog Hosted Catalog with Authorized Purchaser-Specific Pricing" means an electronic catalog whereby Supplier Data is hosted as part of the Science Catalog with Authorized Purchaser-specific prices instead of general list prices.
“Self Managed Catalog” means an electronic hosted catalog created and maintained by Purchasing Entity using the item/price functionality in Spend Director. The maximum number of SKUs for the Self Managed Catalog shall not exceed 1000 SKUs per licensed catalog unless pre-approved in writing by Contractor.

“Single Basic Supplier License” means a license for (i) one (1) individual Science Catalog Hosted Catalog with Authorized Purchaser-specific pricing, or (ii) one (1) Self Managed Catalog, or (iii) one (1) Supplier without a Hosted Catalog or Punch Out Catalog using Purchase-Order-to-Invoice Flip or Non-PO Invoice functionality.

“Single Premium Supplier License” means a license for a Hosted or Punch Out enablement and access of Supplier Data for one (1) individual Supplier.

“Supplier” means a company that provides its product information and pricing to Contractor for use via its electronic catalog.

“Supplier Data” means all Supplier materials and information, including but not limited to product description and product pricing (general and/or Authorized Purchaser-specific), as provided by a Supplier to describe its products, which information may be updated by Supplier from time to time in accordance with the terms and conditions set forth in this Master License.

“Supplier Portal” means the internet website provided by Contractor to Suppliers that offers self-service supplier-buyer interaction and for managing catalog content.

“Supplier Substitution Fee” means the fee to substitute a new Supplier enablement for a previously-enabled Supplier.

2. Summary of Enablement Services

A. Subject to the terms and conditions of this Master Agreement, and the applicable Purchasing Document, Contractor shall perform the following services for Authorized Purchaser:

Content License Administration. Authorized Purchaser may elect to have the Contractor Application enable a Hosted Catalog or a Punch Out Catalog for Suppliers. Enablement shall occur via a Single Supplier License or in Supplier Packs. Enablement of additional Catalogs is available for an additional fee as provided in the Master Agreement. Once Contractor enables a Supplier as either Hosted or Punch Out, each such enablement is counted as one of the total number of allotted Suppliers with pricing files for the licensed Supplier Pack. Authorized Purchaser shall pay for the total number of Single Supplier Licenses or Supplier Packs licensed, regardless of the number of Suppliers actively enabled at any one time.

Electronic Invoicing. The SciQuest Settlement Manager application is able to accept electronic invoices from Suppliers. Suppliers must adhere to the cXML invoicing standard protocol as set forth at: http://www.cxml.org or the EDIINT X12 standard protocols. Both protocols may be updated from time to time. Electronic invoicing is also possible using the Purchase-Order-to-Invoice Flip functionality in the Supplier Portal. The contents of the invoices (e.g. payment terms, shipping/handling, tax) are dependent on the Suppliers' individual system capabilities. Any invoice discrepancies (e.g. missing
invoices, un-invoiced lines, price discrepancies) shall be handled between the Authorized Purchaser and the Supplier.

Diversity Supplier Flagging. Contractor has partnered with third party(ies) to flag the Hosted and Punch Out Suppliers in the SciQuest Supplier network. The flags will be updated by third party(ies) at least two times per year. Such third party(ies) maintain(s) sole responsibility for the accuracy of the flags.

Hosted Catalog Enablement. Suppliers must provide Supplier Data to Contractor via the CMT or other such electronic format as agreed to by Contractor. Updates to Supplier Data shall be performed by the Suppliers via the Supplier Portal, or by Contractor as requested by Authorized Purchaser, provided such updates are submitted to Contractor by Supplier in a timely manner. Contractor and Suppliers will perform such updates only upon approval by Authorized Purchaser and as soon as is commercially reasonable upon receipt of same, provided it has been submitted in the proper format.

Order Delivery Integration. Contractor provides for cXML; facsimile; EDIINT X12; and email transmissions as supported methods of order delivery, which order delivery method shall be at the Supplier’s discretion. In the event Supplier does not designate a specific order delivery method, order delivery method shall be at Contractor’s discretion. For cXML or EDIINT order delivery, Suppliers must adhere to the cXML Confirmation Request standard protocol as set forth at: http://www.cxml.org or the EDIINT X12 standard protocols. Both protocols may be updated from time to time.

Order Status Integration. Contractor is able to accept electronic order confirmations from Suppliers. Suppliers must adhere to the cXML Confirmation Request standard protocol as set forth at: http://www.cxml.org or the EDIINT X12 standard protocols. Both protocols may be updated from time to time. Confirmations may contain an estimated ship date, shipping/handling and tax, as provided by the Supplier.

Product Availability Integration. Contractor shall provide the enablement of product availability links for those Hosted Catalog Suppliers offering such availability. Contractor uses an XML call over HTTP for this integration; Suppliers must be able to accept the Contractor standard XML message in its entirety.

Punch Out Catalog Enablement. Suppliers must adhere to the cXML Punch Out standard protocol as set forth at: http://www.cxml.org which protocol may be updated from time to time. Suppliers are responsible for the functionality that they offer on their Punch Out site as well as the versions of Internet browsers that they support and the level of Internet browser security required by Authorized Purchaser for Punch Out access.

Science Catalog Enablement. All Supplier price files which form part of the Science Catalog contain generally-available list prices, unless specifically noted otherwise. If Authorized Purchaser licenses the Science Catalog, Authorized may elect to enable all available Suppliers in the Science Catalog at once or select specific Suppliers among those available to be enabled. Suppliers may be added and removed from the Science Catalog by Contractor without prior approval from the Authorized Purchaser. Information about changes to the Science Catalog will be made available to the Authorized Purchaser. If Authorized Purchaser elects to license the Science Catalog, Authorized Purchaser shall be responsible for payment of the total Science Catalog license fee,
regardless of the number of Suppliers enabled at any one time. Authorized Purchaser may license Single Basic Supplier Licenses and Basic Supplier Packs to enable Authorized Purchaser-specific price files.

Substitutions. Authorized Purchaser agrees and understands one (1) Premium Supplier License may be utilized for the enablement of either (i) one (1) Science Catalog Hosted Catalog with Authorized Purchaser-specific Pricing, or (ii) one (1) Self Managed Catalog, or (iii) one (1) Supplier without a Hosted Catalog or Punch Out Catalog using Purchase-Order-to-Invoice Flip or Non-PO Invoice functionality. However one (1) Basic Supplier License may not be utilized for the enablement of a Hosted Catalog or Punch Out Catalog. Additionally, after a Single Basic Supplier License or Single Premium Supplier license has been used to enable Supplier Data, Authorized Purchaser may substitute a new Supplier of the same license level for a Supplier Substitution Fee as set forth in the Master Agreement and the Participating Addendum. In addition to this Supplier Substitution Fee, Authorized Purchaser will continue to be charged only the single yearly Basic Supplier License or Premium Supplier License, as applicable. As long as Authorized Purchaser has unused licenses at the appropriate license level, Authorized Purchaser will not be charged the Supplier Substitution Fee. Contractor will charge new enablements against Authorized Purchaser’s available Basic Supplier Licenses or Premium Supplier Licenses until such time that all of those licenses have been used.

B. Authorized Purchaser Responsibility. Authorized Purchaser agrees to manage the Supplier relationships and Contractor agrees to assist Authorized Purchaser in that endeavor and together they shall use commercially reasonable and diligent efforts to secure Supplier participation. Authorized Purchaser understands that Authorized Purchaser is fully responsible for obtaining necessary Supplier input not already available for use by Contractor and that Contractor’s ability to provide the anticipated services and offerings is contingent upon Authorized Purchaser’s obtaining Supplier input and participation.
EXHIBIT E

Form of Statement of Work (SOW)

Depending on the SciQuest solutions selected by a customer and a customer’s implementation requirements, the following sections of the Statement of Work will be modified to reflect a customer’s specific solution choices and requirements: Project Scope; Project Assumptions; Summary of Client Responsibilities; Solution Methodology; Envision Phase; Elaborate Phase; Validation Phase; and Go Live Phase.

STATEMENT OF WORK ("SOW")
BY AND BETWEEN
SCIQUEST, INC. ("SCIQUEST") AND <<CLIENT>> ("CLIENT")
<<AGREEMENT DATE>> ("EFFECTIVE DATE OF THIS SOW")

1. Introduction

Client seeks to implement the SciQuest® [<<Solution>>] solution (the "Solution") developed by SciQuest. The primary objective of the project is to configure and implement the Solution for the Client user community at Client Site ("Client Site"). This SOW describes the scope of services and the services investment necessary for SciQuest to complete its defined portion of the Solution implementation project described herein. The SciQuest Global Professional Services team will use commercially reasonable efforts in a manner consistent with software industry standard guidelines and as outlined in this SOW to provide the guidance and expertise necessary to help Client successfully implement the Solution.

The table below summarizes the milestones for the configuration and implementation of the Solution for Client. The specific dates and time periods will be refined during the planning phase of this project.

<table>
<thead>
<tr>
<th>Amount</th>
<th>Due Date</th>
<th>Milestone Description (Capitalized terms shall be as defined below in the SOW)</th>
<th>Time Period</th>
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2. Project Scope <<To Be Completed Upon Finalizing Scope>>

(a) This project is budgeted for a duration of <<number of weeks>> calendar weeks from the date of the planning session as set forth in Section 6(b) herein to the transition to customer support as set forth in Section 9(f) herein. If the project duration exceeds this time period, additional services for such will be handled via the Change Control Process defined in Section 11 (b).

(b) The modules included in the scope of this project are noted in the table below:
(c) The integration points between the Solution and the Client systems are summarized below.

There are three (3) integration approach options:

- **SciQuest Standard XML.** This approach involves the Client converting the business documents from and to the SciQuest defined XML standard using the Client selected technology. This approach requires that the Client can send and receive SciQuest defined XML documents via HTTPS post.

- **SciQuest Integration Hub.** This approach involves the Client utilizing the middleware infrastructure hosted by SciQuest. SciQuest will convert the business documents from the Client specific document format to the SciQuest defined XML standard.

- **SciQuest Integration Kit.** This approach involves the Client implementing SciQuest middleware on servers inside the Client environment. SciQuest will convert the business documents from the Client specific document format to the SciQuest defined XML standard.

The integration points and integration approach included in the scope of this project are noted in below. The details of each integration point are set forth in Section 7(a).

(d) The separate environments included in the scope of this project are noted in the table below:

3. **Project Assumptions <<To Be Completed Upon Finalizing Scope>>**

(a) Client and SciQuest will mutually agreed upon the start date for this project.
(b) All services contained in this SOW will be implemented in a single project phase.

(c) The following is outside the scope of this project:

i. Should the Client require configuration for additional instances and/or require switching instances over time (e.g., as a result of build-out of a new ERP environment or requirements for extra staging or training environments), this configuration will be handled via the Change Control Process set forth in Section 12(b) herein.

ii. Customizations are changes to the Solution functionality that require new software development and that are specific to Client. Product enhancements are changes to the Solution functionality that require new software development and that SciQuest adopts as part of the Solution product offering. No customizations or enhancements are included in this SOW.

iii. Process Change (Change Management). Business process change planning and implementation is Client’s responsibility. These services are not covered under this SOW.

4. Summary of Client Responsibilities <<To Be Completed Upon Finalizing Scope>>

Client agrees to undertake, at its expense, the following general responsibilities.

5. Technical Requirements

Client will be responsible for procurement, installation, and operational verification of all software, software licenses, equipment, and hardware required to support the Solution in the production deployment. This includes:

(a) Web Browsers. Client will be responsible for procurement, installation, and operational verification of all web browser licenses. SciQuest will provide its minimum browser requirements.

(b) Network Performance. Client is responsible for maintaining the satisfactory network performance needed to conduct the deployment of the production system. Client will be responsible for contacting its ISP and requesting modifications. SciQuest can assist with network performance reviews and optimization on a time-and-materials basis via the Change Control Process.

(c) SciQuest Integration Kit. Client will be responsible for procurement, installation, and operational verification of all hardware and software required to run the SciQuest Integration Kit software. Two (2) environments are required: (i) a test environment; and (ii) a production environment.

(d) Firewall Configuration. Client will perform and validate the firewall configuration required for Highermarkets integration. The required configuration is to open a specific set of well-known ports to inbound traffic from a specific list of static IP addresses. SciQuest may modify any of the above hardware and software requirements from time to time, upon ninety (90) days’ written notice to Client.
6. Solution Methodology <<To Be Completed Upon Finalizing Scope>>

The following diagram outlines the SciQuest implementation methodology:

(a) Project Organization. SciQuest and Client are responsible for establishing the following workgroups to support project implementation:

i. **Client Core Project Team.** At a minimum, the core project team members will be required to carry out the following roles: project manager, SciQuest solution administrator, supplier enablement lead, ERP technical lead, ERP functional expert, process owner, business owner, trainer and other identified representatives from the Client's stakeholder teams as required by the Client. This team will be defined at the start of the project.

ii. **SciQuest Core Project Team.** At a minimum, the core project team members will consist of two consultants.

iii. **Extended Project Team ("Stakeholders").** Client will select an extended cross-functional team, including Client end users, who will participate in the Focus Groups and who will determine how to deploy the configured Solution.

iv. **Project Management Board ("Board").** The Board will be comprised of Client's executive sponsors. The Board will be responsible for project funding, policy decisions, and resolution of critical, executive level issues impacting policy, organization, etc.

(b) Executive and Project Management

i. **Executive Management.** SciQuest will assign a Client Delivery Manager who is responsible to:

   aa. serve as the executive point of contact for the project;
   bb. monitor the progress of work associated with the SOW;
   cc. help resolve project issues and, working with the Client executive sponsor, participate in the escalation process as required; and
   dd. be a member of the Project Management Board.

ii. **Project Management.** SciQuest will assign a consultant who is responsible to:
aa. develop and maintain initial sprint plan for SciQuest tasks;
bb. provide direction to the SciQuest Project Team;
cc. measure, track and evaluate progress for the SciQuest tasks;
.dd. review project tasks, schedules and resources and make changes or additions, as appropriate; and
ee. prepare and maintain Issues Log;

7. Envision Phase <<To Be Completed Upon Finalizing Scope>>

(a) Project Initiation

i. Client and SciQuest will establish the project teams as stated in Section 6(a) herein.

ii. Client will identify extended project team participation from the pilot centers and extended stakeholder team.

iii. SciQuest will provide Client with the Project Charter template, Configuration Questionnaire and Standard Integration Specification documents.

(b) Planning Session. SciQuest will prepare for and conduct a planning session.

i. Client will ensure participation from the project manager, technical lead and supplier enablement lead.

During this planning session, the Client and SciQuest will define a mutually agreeable timeline and resource plan for the remainder of the project.

The planning session will cover the following topics:

- review the project timeline and key activities
- define project scope
- review the project data sheet
- project operating procedures (e.g., Change Control Process, status reporting)

(c) Project Team Alignment (Kick Off). Client will organize a formal kick off meeting which will include the extended project team members from the pilot group. The intent of this meeting is to create alignment on the project and to prepare the extended project team members for their participation.

i. SciQuest will prepare the agenda and lead the kick off meeting, which will be conducted based on the mutual agreement of the project managers.

The kick off meeting will cover the following topics:

- Client's business objectives and business strategy
• review team roles and responsibilities
• review project timeline
• review project success metrics
• project scope
• high level demonstration of the Solution (introductory purposes only)

ii. Client will organize and host the project kick off meeting, including executive participation and extended project team members.

iii. Envision phase will be considered accepted upon completion of the activities described in this Section 7.

(d) Envision Phase Deliverables. The following deliverables will be complete prior to proceeding to the next phase of the project:

i. The Sprint Plan

ii. The Project Data Sheet

8. Elaborate Phase <<To Be Completed Upon Finalizing Scope>>

(a) Solution Specification. The “Solution Specification” is the documentation against which Client will determine the acceptability of the Solution. SciQuest will develop Solution Specification documents that include:

i. Business Scenario Document. “Business Scenario Document” shall mean the client business scenarios and pertinent documentation that identifies the client's business requirements.

ii. Solution Log. “Solution Log” shall mean the list of configuration changes, training considerations and process considerations requested by the Client to the prototype solution presented during the Focus Groups as set forth in section 9(a) and 9(f). The document will define both in scope and out of scope requests.

iii. Integration Specification. The “Integration Specification” shall mean the functional specifications for any required integration with the Solution.

(b) Solution Specification Review and Adjustments.

i. Client will review the Solution Specification documents and advise SciQuest in writing of any necessary adjustments, in accordance with the acceptance process detailed in Section 12(a) herein.

ii. SciQuest will conduct a teleconference to review the Solution Specification documents and requested adjustments.
iii. SciQuest will adjust the Solution Specification documents in accordance with the acceptance process detailed in Section 12(a) herein for Client's approval of the revised Solution Specification documents.

iv. The Solution Specification documents are considered accepted upon receipt of a signed Deliverable Acceptance Form (substantially in the form of such document attached hereto), which shall not be unreasonably withheld ("Solution Specification Acceptance").

(c) Elaborate Phase Deliverables. The following deliverables will be complete prior to proceeding to the next phase of the project:

i. User Integration Test site ("UIT site") ready for validation testing

ii. Installation of the SciQuest Integration Kit in a test environment

iii. Solution Specification

9. Validation Phase <<To Be Completed Upon Finalizing Scope>>

(a) Solution Validation Testing and UAT ("User Acceptance Testing") (Production Validation) Plan Development (Client Responsibility). Client will develop a test plan with guidance from SciQuest to validate that the Solution performs according to the Solution Specification documents, including any integration and non-standard functionality. The UAT plan must be completed and available for review by SciQuest prior to the start of Solution Validation Testing and UAT.

(b) Client-specific configuration of the Solution in UIT. Configurations are options, toggles, or switches that exist currently in the Solution application and which can be used to control the look and feel and behavior of the application. For example, Client may configure the Solution color scheme add client-specific help text, product views, etc.

i. SciQuest will configure the Solution application, per the agreed-upon Solution Specification noted in Section 8 and enable it for Client’s testing.

Client will be responsible for configuring Client-specific help text, Catalog Management module settings including product views, reports to hierarchy if applicable, loading of custom field values if applicable, and company message configuration.

(c) Solution Validation Testing. The business scenarios documented in the Elaborate Phase provide a solid foundation of information to help the client conduct its validation testing.

i. Client will lead Solution validation testing.

ii. Periodic demonstrations of the Solution from the Client to SciQuest will be conducted throughout the validation process.

iii. New or modified business requirements will be addressed via the Change Control Process noted in section 12(b).
(d) **Solution Validation Testing Kickoff.** SciQuest will conduct a solution validation testing kickoff meeting via teleconference to accomplish the following:

i. Gain alignment with the test plan and key activities with the participants.

ii. Review the business scenarios to be tested.

(e) **Finalize Integration Development.** Client and SciQuest technical teams finalize their development of the integrations and conduct end-to-end testing of all integration points.

(f) **Validation Phase Deliverables.** The following deliverables will be complete prior to proceeding to the next phase of the project:

i. Development of integration complete

ii. Installation of the SciQuest Integration Kit in the production environment

iii. Production environment ready for UAT

10. **Go Live Phase <<To Be Completed Upon Finalizing Scope>>**

(a) **UAT.** The UAT plan will govern the UAT. UAT will follow the following guidelines:

i. Client personnel will conduct the testing at Client Site; one (1) SciQuest consultant shall be available via email and phone on a part-time basis, during the defined UAT period for issue resolution; Client will produce a consolidated list of required adjustments at the conclusion of UAT; and any software errors will be handled in accordance with the Client’s MLSA.

(b) **UAT Adjustment.** Client and SciQuest will jointly review requested UAT adjustments and mutually agree on those that are within the scope of the project budget and the Solution Specification. Any requests for adjustments outside the scope of the Solution Specification will require a change authorization.

(c) **Solution Deployment.** Client is responsible for deploying the application to its user community.

i. **Configuration of the Solution in Production.** SciQuest will configure and load the agreed upon data in the Production Instance.

   - SciQuest will configure Client’s production instance of the Solution, per the Solution Specification documents and adjustments made during UAT.

   - Client will be responsible for configuring Client-specific help text, Catalog Management module settings including product views, reports to hierarchy if applicable, loading of custom field values if applicable, and company message configuration.

   - SciQuest will work with Client’s technical team to perform a one(1) time load of the mutually agreed upon data set. The Client’s technical team will be required to extract the data in the format defined by SciQuest.
(d) **Solution Acceptance.** "Solution Acceptance" requires Client's formal acceptance via a signed Deliverable Acceptance Form, which Client shall not unreasonably withhold. Signed Solution Acceptance is based upon completion of the following milestones:

i. **Configuration and Deployment.** SciQuest has enabled Client's production instance of the Solution according to the Solution Specification documents and Client has access to the Solution.

ii. **UAT and UAT Adjustments Complete.** Client has completed UAT, and SciQuest has completed any documented, in-scope adjustments to the Solution and has resolved all Severity 1 issues according to the procedures outlined in this SOW.

All work products and services, covered under this SOW, shall be considered successfully completed upon completion of the Solution, as set forth in this Section 10. Alternatively, placement of the Solution, or any part of the Solution, into production or the carrying out of production transactions on the part of Client constitutes acceptance of the Solution (in each event, "Solution Acceptance"). With the specific exception of the Post Production Business Review set forth in Section 11 below, upon Solution Acceptance as defined in this Section 10, this SOW will be deemed terminated and of no further force or effect.

(e) **Live Order Testing.** Once the production instance is activated Client will conduct live transactions in order to validate the overall process. Live order testing will adhere to the following guidelines:

- Client will define a list of suppliers and individuals to create live transactions in production prior to live order testing; and
- SciQuest will provide a total of ten (10) consecutive business days of post-production activation support. This duration will become effective from the point the production instance is activated for live order testing to the transition to customer support as defined in Section 10(f) herein. During this time, SciQuest will provide one (1) consultant on a part-time basis. This consultant will be available via phone and email to address questions and issues.

(f) **Transition to Customer Support.** SciQuest will transition the Client to customer support upon completion of Live Order Testing as defined in Section 10(e). The transition to customer support will follow these guidelines:

i. SciQuest will conduct an internal transition to customer support of all project information and outstanding issues.

ii. SciQuest will conduct a Client transition conference call that includes Client project team, SciQuest project team and SciQuest customer support.

(g) **Go-Live Phase Deliverables.** The following deliverables will be complete as part of this phase:

i. Training environment available
ii. Production environment ready for live transactions

11. Post Production Business Review <<To Be Completed Upon Finalizing Scope>>

SciQuest will conduct [4] Post Production Business Review sessions. The first session will be scheduled [4] months after the start of live order testing as defined in Section 10(e). The second session will be scheduled [4] months after live order testing as defined in Section 10(e) and will be conducted via teleconference. The purpose of the Post Production Business Review sessions is to:

- discuss the status of the Client’s rollout;
- discuss status and/or determine the resolution path for any remaining Severity 2, 3 or 4 issues that were identified in UAT and which did not prevent the Client from production rollout; and
- identify new issues that may have surfaced in the early weeks of production rollout and determine the resolution path.

If it is determined that the Client requires additional services from the SciQuest Global Professional Services team for work that is not a product defect and for work that is in addition to the scope of the services hereunder, these services will be subject to the Change Control Process noted in Section 12(b).

12. Project Operating Procedures

(a) **Acceptance Process.** Client will review any work product requiring explicit acceptance within ten (10) business days of delivery and will document required adjustments. If SciQuest does not receive notice within the defined ten-business-day period, each work product will be considered accepted. Within ten (10) business days, SciQuest will provide a revised work product that incorporates the agreed adjustments ("Acceptance Process"). In the event that Client does not accept the revised work product, the parties may agree to repeat this review-and-acceptance process one additional time. If disputes remain after repeating the Acceptance Process as set forth herein, the project team will refer these to SciQuest’s and the Client’s executive teams for resolution.

(b) **Change Control Process.** SciQuest projects follow a standard change control process defined as follows ("Change Control Process"). If during the course of a project, a scope change is identified, the SciQuest project manager will document the change and associated cost or schedule impacts on a change authorization form. Once documented, the SciQuest project manager reviews the change with the Client project manager. Scope changes are defined as any modification to the agreed scope of a project, including but not limited to requirements, software modules, configuration changes, project delays and enhancements or modifications to the product. Scope changes can require modification to cost, schedule, quality or other project deliverables and therefore require sign-off from the Client project manager. No work on scope changes will be conducted until sign off is obtained. Changes that impact scope require approval from the Client project manager and the SciQuest project manager.

(c) **Work Location.** Unless otherwise specified, SciQuest will perform all work at a location to be determined at its sole discretion.
13. Project Investment

The following section outlines the required investment for SciQuest Professional Services team to deliver the Solution.

(a) Investment Summary. The table below summarizes Client's fixed-price cost to deliver the Solution.

<table>
<thead>
<tr>
<th>Item</th>
<th>Investment</th>
</tr>
</thead>
<tbody>
<tr>
<td>SciQuest Professional Services</td>
<td>$0</td>
</tr>
<tr>
<td>Travel and Administrative Expenses Estimate</td>
<td>$0</td>
</tr>
</tbody>
</table>

(b) Payment Schedule. The SciQuest Professional Services investment is a fixed-fee for the scope of this SOW and will be invoiced on the schedule shown in the table below. Costs not included in the estimated fee, such as agreed change orders, agreed purchase orders, and travel and other expenses will be billed on a monthly basis.

<table>
<thead>
<tr>
<th>Payment Item</th>
<th>Amount</th>
<th>Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Services**</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Travel and Administrative Expenses</td>
<td>$0</td>
<td>Real and actual costs will be invoiced on a monthly basis.</td>
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</tbody>
</table>

**Any services fees outstanding as of fifty-two (52) weeks from the Effective Date of this SOW, shall be immediately due and payable by Client as of such date.

(c) Purchase Order Requirement. In the event Client's business practices require that Client issue a purchase order number be issued prior to payment of any SciQuest invoices issued under this Exhibit, then such purchase order number must be entered below. Client's execution and return of this Exhibit to SciQuest without designating a purchase order number shall be deemed Client's acknowledgement that no purchase order is required for payment of invoices hereunder. PO # ________________.

14. Acceptance

IN WITNESS WHEREOF, each party hereto has caused this Exhibit to be executed by its duly authorized representative.

<<CLIENT>>

SCIQUEST, INC.
<table>
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<th>By:</th>
<th>By:</th>
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<td>Printed Name:</td>
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This Order Form is subject to WSCA/NASPO Master Agreement # and the Participating Addendum # (the "Master Agreement") and the Participating Addendum # (the "Participating Addendum").

The Order Form Effective Date is: 

Under this Order Form, Contractor (as defined in the Master Agreement) (i) grants to the Authorized Purchaser that is a party to the Participating Addendum a non-exclusive, non-transferable license to use and access through the Internet, solely for Authorized Purchaser's procurement activities in the ordinary course of business, the Contractor Applications as set forth below during the Subscription Term and (ii) will provide to the Authorized Purchaser that is a party to the Participating Addendum the Services as set forth below during the Subscription Term. The Subscription Term begins on the Order Form Effective Date.

<table>
<thead>
<tr>
<th>ANNUAL SUBSCRIPTION-BASED CONTRACTOR APPLICATIONS</th>
<th>QUANTITY</th>
<th>TOTAL ANNUAL SUBSCRIPTION FEES</th>
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Year one annual Subscription fees are due upon the Order Form Effective Date

Subsequent years' annual Subscription fees due upon the anniversary of the Order Form Effective Date

<table>
<thead>
<tr>
<th>Maximum Users for Applications above</th>
<th>Authorized Contractor</th>
<th>Authorized Purchaser entities, organizations, divisions or units authorized to use the Contractor Applications under this Order Form</th>
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PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>IS THERE A STATEMENT OF WORK FOR THESE PROFESSIONAL SERVICES – YES OR NO?</th>
<th>TOTAL PROFESSIONAL SERVICES FEES</th>
<th>PAYMENT TERMS (ANY CAPITALIZED TERMS SHALL BE AS DEFINED IN THE SOW)</th>
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Any Statement of Work for Professional Services ("SOW") shall describe the specific deliverables and other terms of the Professional Services and shall by its express terms form part of the Agreement between Contractor and Authorized Purchaser

BILLING CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Billing Contact</th>
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<tbody>
<tr>
<td>Billing Contact Email</td>
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<tr>
<td>Billing Contact Phone</td>
</tr>
<tr>
<td>Billing Contact Fax</td>
</tr>
<tr>
<td>Address</td>
</tr>
</tbody>
</table>

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1 The Authorized Purchaser entities, organizations, divisions or units listed in the table above shall not be required to pay any additional Subscription fees to use the Contractor Applications. Any entities, organizations, divisions or units not listed in the table above shall be required to enter into separate Service Orders and shall be subject to Subscription and/or Services fees in order to access Contractor Applications.

Exhibit F to Master Agreement
Authorized Purchaser shall remit payment via electronic funds transfer to the following account:

Domestic Wire Instructions:
Receiving Bank Name: Wachovia Bank
ABA Number: 053000219
Account Number: 200044737285

International Wire Instructions:
SWIFT Code: PNBUS33

Special Terms and Conditions, if any:


Subscription Term (years):

Each party hereto has caused this Order Form to be executed by its duly authorized representative as of the Order Form Effective Date set forth above.

<table>
<thead>
<tr>
<th>Authorized Purchaser</th>
<th>Contractor, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
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<tr>
<td>Printed Name:</td>
<td>Printed Name:</td>
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<td>Date:</td>
<td>Date:</td>
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EXHIBIT G

Form of Affiliate Agreement

AFFILIATE AGREEMENT
to
Participating Addendum, by and between SciQuest, Inc.
and the [state/other] of [state/other]

This Affiliate Agreement is entered into by [state/other] (the “Affiliate”) and SciQuest, Inc. (“Contractor”, and together with Affiliate, the “Parties”), under that certain Participating Addendum, dated [date], by and between the [state/other] of [state/other] for and on behalf of [state/other] (the Participating Entity”), and Contractor, Price Agreement # [number] (together with its exhibits and attachments, the “Addendum”).

The Addendum is entered into and incorporates by reference the terms and conditions of that certain Master Agreement for eProcurement Services (Hosted Software-as-a-Service), dated June 30, 2011 (the “Master Agreement”), by and among Contractor, the State of Colorado (Lead State”), and the National Association of State Procurement Officials ("NASPO"), on its own behalf and on behalf of the Western States Contracting Alliance (“WSCA”).

Affiliate has been approved by the Chief Procurement Official of the [state/other] of [state/other] to utilize [state/other] contracts. This Affiliate Agreement is entered into pursuant to and incorporates by reference the terms and conditions of the Addendum. This Affiliate Agreement and the exhibits attached hereto are collectively referred to as the “Agreement.”

In consideration of the premises, covenants and mutual promises contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. **Scope:** The scope of this Agreement shall be limited to the scope of the Addendum. The purpose of this Agreement is to create a centralized electronic procurement system providing more efficient delivery of procurement services through the use of technology.

2. **Modifications to Addendum:** Modifications to the Addendum and additional terms and conditions specific to this Agreement are attached hereto and incorporated herein as **Exhibit A**.

3. **Primary Contacts:** The primary contacts for this Agreement shall be the individuals identified below or such other individuals as may be identified from time to time in a Notice, as defined in the Addendum, sent by a designating Party to the other Party set forth below:

**Participating Entity**
Name: <<Name>>
Address: <<Address>>
Telephone: <<Telephone>>
Fax: <<Fax>>
E-mail: <<E-mail>>

**Contractor**
Name: Jennifer Kaelin, Vice President of Finance
Address: 6501 Weston Parkway, Suite 200
5. Subcontractors: All assignments, subcontracts, or Subcontractors approved by Contractor or Affiliate are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Subcontractors authorized under the Addendum are authorized as Subcontractors under this Agreement.

6. Service Order Instructions: All Service Orders issued under this Agreement shall be substantially in the form set forth in Exhibits E (Form of Statement of Work) and F (Form of Order Form) to the Master Agreement. The Affiliate entering into a Service Order shall be solely responsible therefore and none of WSCA, NASPO, the Lead State or the Participating Entity shall be responsible for or liable under any Service Order issued under this Agreement. Each Service Order issued under this Participating Addendum shall contain the following:

   (a) "This Service Order is subject to WSCA/NASPO Master Agreement #______, the Participating Entity Price Agreement #______ and Affiliate Agreement #______.

   (b) The name, address, contact, and phone number for the Affiliate;

   (c) The Contractor Applications to which the Affiliate is subscribing;

   (d) A description of the Subscriptions and/or Services to be provided; and

   (e) The payment amounts and terms for the Subscriptions and Services.

All Service Orders shall be forwarded to Contractor through Contractor's Vice President of Finance at the following address:

Address Contracts to:

Name: Jennifer Kaelin, Vice President of Finance
Address: 6501 Weston Parkway, Suite 200
          Cary, NC  27513
Telephone: (919) 659-2100
Fax:     (919) 659-2199
E-mail: jkaelin@sciquest.com

All payments shall be remitted to Contractor at the following address:

Name: Jennifer Kaelin, Vice President of Finance
Address: 6501 Weston Parkway, Suite 200
          Cary, NC  27513
Telephone: (919) 659-2100
This Agreement and the Addendum set forth the entire agreement between the Parties with respect to the subject matter hereof and all previous communications, representations or agreements, whether oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. Terms and conditions inconsistent with, contrary, or in addition to the terms and conditions of this Agreement and the Addendum, shall not be added to or incorporated into this Agreement or the Addendum by any subsequent contract or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Agreement and the Addendum shall prevail and govern in the case of any inconsistent or additional terms within the jurisdiction of the Participating Entity.
IN WITNESS WHEREOF, the Affiliate Parties have executed this Agreement as of the date of execution by both Affiliate Parties below or as otherwise required by applicable law.

THE PARTIES HERETO HAVE EXECUTED THIS AFFILIATE AGREEMENT

<table>
<thead>
<tr>
<th>CONTRACTOR: SciQuest, Inc.</th>
<th>AFFILIATE:</th>
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APPROVED:

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<td>Signature</td>
<td>Date:</td>
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</table>

LEGAL REVIEW:

By: (Assistant) Attorney General

Date: __________________________
EXHIBIT H

Form of Option Letter

OPTION LETTER

<table>
<thead>
<tr>
<th>Date:</th>
<th>Original Contract CMS #:</th>
<th>Option Letter #:</th>
<th>CMS Routing #:</th>
</tr>
</thead>
</table>

1) **OPTION:** Option to renew for an additional term.

2) **REQUIRED PROVISIONS:** In accordance with Section(s) of the Master Agreement for eProcurement Services (Hosted Software-as-a-Service), by and among the State of Colorado, State Purchasing Office, Department of Personnel and Administration, the National Association of State Purchasing Officials, on its own behalf and on behalf of the Western States Contracting Alliance, and SciQuest, Inc. (the "Master Agreement"), the parties to the Master Agreement hereby exercise their option for an additional term beginning Insert start date and ending on Insert ending date at a cost/price specified in Section .

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or , whichever is later

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor’s behalf and acknowledge that the State is relying on their representations to that effect.

<table>
<thead>
<tr>
<th>CONTACTOR:</th>
<th>LEAD STATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SciQuest, Inc.</td>
<td>STATE OF COLORADO</td>
</tr>
<tr>
<td>Name:</td>
<td>John Hickenlooper, GOVERNOR</td>
</tr>
<tr>
<td>Title:</td>
<td>Department of Personnel &amp; Administration,</td>
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<tr>
<td></td>
<td>Division of Finance and Procurement</td>
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<table>
<thead>
<tr>
<th>Signature</th>
<th>By: Kathy Nesbitt, Executive Director</th>
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<td>Date:</td>
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<tr>
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<tr>
<td>National Association of State Procurement Officials, Inc.</td>
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<td>Name:</td>
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<tr>
<th>Signature</th>
<th>By: John W. Suthers, Attorney General</th>
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<td>Date:</td>
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<thead>
<tr>
<th>APPROVED BY:</th>
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<tbody>
<tr>
<td>Western States Contracting Alliance</td>
<td></td>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: _____________________________
Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Date: ___________________________
# Exhibit 1

Current Pricing and Discounts (States)

## List of States

<table>
<thead>
<tr>
<th>State</th>
<th>Pricing Tier</th>
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<tbody>
<tr>
<td>Arizona</td>
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<tr>
<td>California</td>
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<td>Washington</td>
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<td>West Virginia</td>
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</table>

## Subscription Information

1. **Quarterly Subscription** (includes Print and Online):
   - **Single Payment:** $200.00
   - **Monthly Payment:** $25.00

2. **Annual Subscription** (includes Print and Online):
   - **Single Payment:** $600.00
   - **Monthly Payment:** $50.00

3. **Digital Subscription** (includes Print and Online):
   - **Single Payment:** $120.00
   - **Monthly Payment:** $10.00

## Additional Information

- **Discounts:**
  - 20% for new subscribers (valid for the first 12 months of the subscription).
  - Additional 25% discount (after the first year).

- **Pricing Tier:**
  - Tier 1: $0.00 - $50.00
  - Tier 2: $50.01 - $100.00
  - Tier 3: $100.01 - $150.00
  - Tier 4: $150.01 - $200.00

- **Additional Discounts:**
  - 10% for paying in full for the year.

*The above pricing is subject to the following disclaimer:

All annual subscriptions paid in full as above will be subject to an additional 10% discount.*

The annual Subscription Fees for the first twelve (12) months of any initial years shall be subject to an additional 25% discount (after giving effect to the 10% discount referred to above).