

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Citizen Engagement Platforms
Administered by the State of Utah (hereinafter "Lead State")

NASPO MASTER AGREEMENT
Master Agreement No: AR3759
Medallia, Inc.
(hereinafter "Contractor")
And
Commonwealth of Kentucky
Commonwealth Office of Technology (COT)
(hereinafter "Participating State")
MA 758 2300001017

This Participating Addendum Commonwealth Master Agreement ("PA" or "Participating Addendum") is entered into, by and between the Commonwealth of Kentucky, Commonwealth Office of Technology ("Participating Entity" or "Customer" or "COT") and Medallia, Inc. ("Contractor" or "Vendor" or "Medallia").

Scope and Participation:

1. Scope: This Participating Addendum covers Citizen Engagement Platforms led by the State of Utah for use by state agencies and other entities located in the Participating State (or State Entity) authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

The following products or services are included within the scope:

- Category 4 – Customer Engagement
- Category 5 – Social Listening
- Value Add Items

See NASPO website for all available services and pricing schedule

<https://www.naspovaluepoint.org/portfolio/citizen-engagement-platforms/medallia/>

The Commonwealth of Kentucky, Commonwealth Office of Technology (COT) is entering into this PA on behalf of all Commonwealth Executive Branch agencies. Medallia will provide each using agency with a separate Quote/Statement of Work for each engagement. Pricing shall be based on the NASPO Pricing Schedule (See Attachment X) and payment shall be NET30 after receipt of invoice. All Quotes/Statement of Works must include the Commonwealth contract number. All quotes for software licenses must also include a Coverage Term to include an Effective Date and End Date.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the Commonwealth of Kentucky. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Authorized Participating Entities: The Commonwealth Office of Technology (COT), on behalf of all state agencies, shall be permitted to use this PA. Each using agency's Quote/Statement of Work shall be reviewed and approved by COT and added to the Commonwealth Master Agreement (MA) as a commodity line.
4. Term: The term of this Participating Addendum shall begin on the last date of execution through September 14, 2026, with annual renewal options not to exceed the final NASPO expiration date of September 14, 2028.
5. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Lisa Anthony
Address:	575 Market St., San Francisco, CA 98282
Telephone:	240-381-0454
Email:	LAnthony@medallia.com

PARTICIPATING ENTITY:

Name:	Holly McDonald
Address:	200 Mero St., 5 th Floor, Frankfort, KY 40622
Telephone:	502-564-6523
Email:	Holly.McDonald@ky.gov

6. Participating Entity Modifications and Additions to the Master Agreement

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

- ☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

7. Governing Law: This Participating Addendum shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

Commonwealth of Kentucky Laws, Policies and Procedures

<https://finance.ky.gov/eProcurement/Pages/procurement-laws-regulations-and-policies.aspx>

The Participating State is agreeing to the terms of the NASPO Master Agreement No: AR3759 only to the extent the terms are not in conflict with applicable law.

8. Compliance with Commonwealth Office of Technology (COT) Policies and Standards:

The Contractor and any subcontractors shall be required to adhere to applicable Commonwealth policies and standards. technology.ky.gov

9. Duty to Cooperate Regarding Data Breach Investigations and Notifications: Contractor shall take appropriate actions to allow the Commonwealth to timely fulfill its data breach investigation and notification requirements under KRS 61.931 to KRS 61.934 for any Participating Entity data possessed, controlled, or accessed by the Contractor.

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

11. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order. The Commonwealth's Master Agreement Number MA 758 2300001017 and the NASPO Master Agreement Number AR3759 must be included on every Quote/Statement of Work and Invoice under this Participating Addendum.

12. Intellectual Property Rights: Notwithstanding anything to the contrary (including in the Master Agreement terms and conditions), the following provisions shall govern all rights, title, and interest in and to deliverables and other items provided by Contractor, including Contractor's software and services, (collectively, the "Contractor Software") provided by Contractor pursuant to this Participating Addendum and the Master Agreement:

- A. Non-Exclusive Rights in the Contractor Software: Contractor, under its intellectual property rights, hereby grants to Participating Entity during the term of this Participating Addendum, a limited, non-exclusive, non-transferrable, and non-sublicensable subscription license to access and use the Contractor Software solely for Participating Entity's internal purposes; provided that: (i) Participating Entity's access shall be limited to cloud-based access to an instance of the Contractor Software that resides in object code form on servers controlled by Contractor and that Contractor makes available to Participating Entity; (ii) access shall be via a browser approved by Contractor; and (iii) the Contractor Software shall in all respects be the current version generally made available by Contractor to all end users.

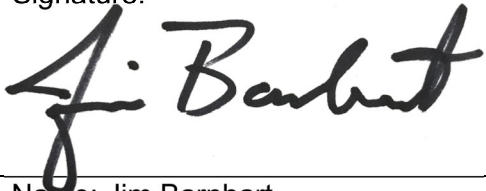
- B. **Restrictions:** Participating Entity agrees that it shall not: (i) sell, rent, lease, sublicense, transfer, modify, create derivative works of, or redistribute the Contractor Software; (ii) except as expressly permitted pursuant to Section 11.A (Non-Exclusive Right in the Contractor Software), otherwise use or exploit the Contractor Software; (iii) alter or remove any copyright, patent, trademark, or other protective notices included with the Contractor Software; (iv) reverse engineer, decompile, or disassemble the Contractor Software or otherwise attempt to derive any related source code; or (v) allow any party other than Authorized Users to access or otherwise use the Contractor Software (with or without Access Credentials). The term “Authorized User” means any of Participating Entity’s employees, and representatives, to whom Access Credentials have been provided.
- C. **Access Credentials:** The term “Access Credentials” means any user name, password, security key, or other credential used to verify an individual’s identity and authorization to access and use the Contractor Software, including, by way of limited example, single sign-on (SSO) data and certificates. Contractor relies on Access Credentials to verify Authorized Users’ identity in order to provide them with access to the Contractor Software. Accordingly, Participating Entity agrees, and shall cause each Authorized User to agree, that: (i) Access Credentials shall not be shared with any party other than the specific individual Authorized User for whom such credentials were issued; (ii) immediately notify Contractor and the Participating Entity if the security, confidentiality, or integrity of Authorized Users’ Access Credentials have been compromised; and (iii) Participating Entity and each Authorized User are: (a) solely responsible for maintaining the confidentiality of the Access Credentials; and (b) as between Contractor and Participating Entity, Participating Entity is solely liable for any and all use of the Contractor Software that occurs as a result of access to it via the Access Credentials of Authorized Users. Contractor shall be responsible for distributing Access Credentials to Authorized Users.
- D. **Third Party Materials:** The Contractor Software may incorporate, embed, or be bundled with software or components that are owned by third parties, including software or components that are subject to terms and conditions of third party licenses (collectively, the “Third Party Materials”). Participating Entity’s use of Third Party Materials, if any, is governed by the terms and conditions contained in the applicable third party’s license Participating Addendum or other applicable Participating Addendum, a copy of which shall be provided upon Participating Entity’s request.
- E. **Monitoring:** Analytics: Participating Entity agrees that Contractor may monitor and audit Participating Entity’s use of the Contractor Software to confirm Participating Entity’s compliance with this Participating Addendum and for Contractor’s other business purposes, including analyzing and improving the Contractor Software, which should cease when Participating Entity ceases all uses of the Contractor Software. Contractor shall be entitled to collect, generate from any dataset or source (including Participating Entity data provided pursuant to the Master Agreement), compile, analyze, and otherwise use: (a) statistical data related to

Participating Entity's use of the Contractor Software; and (b) other data that qualifies as De-Identified Data (collectively, the "Contractor Analytics") for any and all purposes and for as long as Contractor sees fit.

- F. **Ownership:** Other than those rights expressly granted to Participating Entity under this Participating Addendum, Contractor, its subcontractors, its service providers, and its licensors (as the case may be), retain all right, title, and interest in and to: (i) the Contractor Software and its components, including all intellectual property rights embodied therein; (ii) Contractor Confidential Information; and (iii) any modifications, enhancements, updates, and other improvements thereto. Participating Entity shall not acquire any rights in the Contractor Software or other Contractor Confidential Information by implication, course of conduct, or other means, apart from the express grant of rights provided in this Participating Addendum (or, by way of clarification, the Master Agreement). The Contractor Software is licensed or made available under a subscription license to Participating Entity, and not sold.
 - G. **No Implied Rights:** Nothing in this Participating Addendum shall be construed as granting Participating Entity any rights other than those expressly provided herein. Any rights granted to Participating Entity under this Participating Addendum must be expressly provided herein, and there shall be no implied rights pursuant to this Participating Addendum, based on any course of conduct or other construction or interpretation thereof. All rights and licenses not expressly granted to Participating Entity herein are expressly reserved by Contractor.
13. Contractor shall provide reasonable mutually agreed upon transition services, to move copies of all Agency Data (as defined below) to the Commonwealth Data Center, if required by the Commonwealth upon termination or expiration of this Participating Addendum or the Master Agreement, which may include:
- A. Contractor providing copies of all data related to the Services provided to Participating Entity by the Contractor pursuant to this Participating Addendum that are not otherwise a part of the Contractor Software ("Agency Data") in a useable standard data format (such as ascii, csv, etc.) that can be converted to a subsequent system. Contractor shall reasonably cooperate to this end with the Participating Entity and/or a vendor of the Participating Entity's choice, in a timely and efficient manner.
 - B. Contractor providing certification of the complete and permanent deletion of Agency Data from Contractor's systems.
 - C. Notwithstanding anything to the contrary, upon termination or expiration of this Participating Addendum or the Master Agreement, Contractor shall be entitled to retain (a) a copy of the Agency Data to the extent required for legal compliance, and (b) copies to the extent the same resides on backup servers (any copies retained for such purposes shall continue to be subject to terms of this Participating Addendum and the Master Agreement).

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

PARTICIPATING ENTITY**CONTRACTOR**

Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Medallia, Inc.
Signature: 	Signature:  Lynn Danko (Apr 27, 2023 07:39 PDT)
Name: Jim Barnhart	Name: Lynn Danko
Title: Deputy CIO	Title: CFO
Date: 5-2-23	Date: Apr 27, 2023
Commonwealth of Kentucky Office of Procurement Services (OPS)	
Signature:  12A54A21C03A4F2...	
Name: Kathy Robinson	
Title: Executive Director	
Date: 5/3/2023	

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at ccc@naspo.valuepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspo.valuepoint.org.

MA 758 2300001017 - Attachment A - Terms and Conditions - NASPO Agreement AR3759 - Signature Ready

Final Audit Report

2023-04-27

Created:	2023-04-27
By:	Brian O'Connell (boconnell@medallia.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4fRfEa82vRQLVEJcgBr9iZ-HHVF-qZuv

"MA 758 2300001017 - Attachment A - Terms and Conditions - NASPO Agreement AR3759 - Signature Ready" History

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 Document e-signed by Lynn Danko (ldanko@medallia.com)
Signature Date: 2023-04-27 - 2:39:23 PM GMT - Time Source: server

 Agreement completed.
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