

STATE OF VERMONT PARTICIPATING ADDENDUM # CTR008883
FOR NASPO VALUEPOINT PURCHASING PROGRAM: CLOUD AND SOFTWARE SOLUTIONS
Led by the State of Utah
Master Agreement # LS4977

Contractor: A&T Systems Inc.

Contractor's NASPO ValuePoint Webpage <https://www.naspovaluepoint.org/portfolio/cloud-and-software-solutions-2026-2036/at-systems-inc/>

1. **Parties.** This Participating Addendum (“Addendum”) is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter “State” or “Vermont”), and the Contractor identified above. It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** This Addendum authorizes Purchasing Entities (defined below in section four) to purchase from Contractor certain products and services offered by Contractor under the NASPO Master Agreement identified above (“Master Agreement”) at or below the rates established under the Master Agreement for such products and services. The terms and conditions of the Master Agreement are hereby incorporated by reference as if fully set forth herein. Together, the Addendum and the Master Agreement are referred to herein as the “Agreement”. Contractor’s awarded categories are:
 - a. **Software as a Service (SaaS)** - as used in the Master Agreement is defined as the capability provided to the consumer to use the provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings. Full terms and conditions applicable to SaaS are located in Attachment A NASPO Master Agreement Terms and Conditions. UNSPSC/VT Level 2 Commodity Codes should be used as applicable:
 - **81160000 – Information Technology Service Delivery**
(cloud-based software as a service, portal software as a service, hosted cloud environments)
 - **81110000 – Computer Services**
(cloud support services, internet cloud storage services, technical support and maintenance)
 - b. **Infrastructure as a Service (IaaS)** - as used in the Master Agreement is defined as the capability provided to the consumer for provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating

systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls). Full terms and conditions applicable to IaaS are located in Attachment A NASPO Master Agreement Terms and Conditions. UNSPSC/VT Level 2 Commodity Codes should be used as applicable:

- **81160000 – Information Technology Service Delivery**

(cloud-based infrastructure as a service, platform software components as a service)

- c. **Platform as a Service (PaaS)** - as used in the Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations. Full terms and conditions applicable to PaaS are located in Attachment A NASPO Master Agreement Terms and Conditions. UNSPSC/VT Level 2 Commodity Code should be used as applicable:

- **81160000 – Information Technology Service Delivery**

(cloud-based platform as a service)

- d. **Value Added Services** – Value Added Services includes a variety of professional services such as implementation, consulting, data migration, customization, configuration, installation, setup, etc. Value Added Services must fall within the general scope of an awarded category above.
 - e. **New Technology** – The Master Agreement may be modified to incorporate new technology or technological upgrades associated with the procurement item being solicited, including new or upgraded: (i) systems; (ii) apparatuses; (iii) modules; (iv) components; and (v) other supplementary items. Further, a maintenance or service agreement associated with the procurement item under the resulting contract(s) may be modified to include any new technology or technological upgrades. Any contract modification incorporating new technology or technological upgrades will be specific to the procurement item being solicited and substantially within the scope of the original procurement or contract.
3. **Definitions.** Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Master Agreement between the Lead State and the Contractor.
4. **Entities Authorized to Use This Agreement.** This Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of

Vermont (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Each State Purchaser and Additional Purchaser is referred to herein as a “Purchasing Entity” or collectively as “Purchasing Entities”. Issues concerning a Purchasing Entity’s eligibility for participation under this Agreement are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser must make its own determination whether purchasing under this Addendum is consistent with its procurement policies and regulations.

5. ***Purchasing Entity as Individual Customer.*** Each Purchasing Entity is responsible for following the terms and conditions of the Agreement. Contractor will treat each Purchasing Entity as an individual customer. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities, and will have the same rights to any indemnity or to recover any costs allowed in the Agreement for their purchases.
6. ***Contract Term.*** This Addendum shall be effective on September 16, 2026 and end upon expiration of the Master Agreement, unless terminated earlier in accordance with the terms of this Addendum or the Master Agreement. An amendment to this Addendum shall not be necessary in the event of the renewal or extension of the Master Agreement.
7. ***Restricted/Disallowed Products and Services.*** All products and services available under the Master Agreement may be purchased under this Addendum, except for those set forth directly below, which are hereby specifically restricted or disallowed.
 - a. Regulation of Hydrofluorocarbons. Party confirms that all products provided to or for the use of the State under the Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.
 - b. State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under the Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of the Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
 - c. Contractor may not sell Artificial Intelligence (A.I.) enabled products or services to State Purchasers without express approval in writing from State Chief Information Officer (CIO) prior to the specific purchase. Any use of A.I. must be in accordance with the State of Vermont’s Artificial Intelligence Code of Ethics available at:

<https://digitalservices.vermont.gov/sites/digitalservices/files/documents/AI%20Code%20Of%20Ethics%20V1.pdf>. Contractor's failure to adhere to these requirements shall be grounds for termination of this Addendum and any related Orders.

- d. Contractor may add new Products and Services to its pricing catalog but only within the categories it has been awarded.

8. **Lease Agreements with State Purchasers.** If leasing is permitted under the Master Agreement, Contractor may extend leasing to State Purchasers under this Addendum provided that (i) lease requests shall comply with the Requirements for Ordering as set forth in Sections 9 and 10 of this Addendum and (ii) lease agreements shall be subject to the Additional Terms and Conditions set forth in Section 20 of this Addendum. An Additional Purchaser may adopt procedures for leasing as necessary to comply with its procurement policies and regulations.

9. ***Requirements for Ordering.***

- a. Each order placed under this Addendum ("Order" or "Purchase Order") shall be considered a sale between the Purchasing Entity and the Contractor and shall be deemed to incorporate all the terms and conditions of the Agreement. Nothing contained in any Order shall amend or vary the terms of the Agreement.
- b. Orders must be placed pursuant to this Addendum prior to the termination of this Addendum but may have a delivery date or performance period that occurs after termination of this Addendum, provided that such delivery or performance is strictly in accordance with an Order placed prior to termination of this Addendum. Orders made by State Purchasers may not extend beyond five total years without specific waiver approval from the State's Secretary of Administration.
 - i. Notwithstanding the expiration, cancellation or termination of this Addendum, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Addendum, or otherwise inconsistent with its terms.
 - ii. In the event the term of any Order placed under this Addendum extends past the termination or expiration of this Addendum, the terms and conditions of the Agreement shall remain in full force and effect as it applies to such Order and will continue in effect for such Order until the term of that Order is terminated or expires. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against the Agreement may not be placed after the expiration or termination of this Addendum, notwithstanding the term of any such indefinite delivery order agreement.

- c. All Orders placed under this Addendum must be in writing and shall, at a minimum, specify the following:
- i. As applicable, the Product(s) being delivered and the place and time of delivery;
 - ii. As applicable, the Service(s) required and the place and time period for performance;
 - iii. The Purchasing Entity's billing address;
 - iv. The name and contact information for the Purchasing Entity's primary contact;
 - v. The price per unit, rates, or other pricing elements consistent with the Agreement;
 - vi. A maximum amount payable by the Purchasing Entity under the Order;
 - vii. A unique identifier for the Order; and
 - viii. The State of Vermont Participating Addendum Number.
- d. As applicable, Orders may include specifically negotiated statement of work or service level agreement terms as necessary for a Product and/or Service to meet the Purchasing Entity's requirements.
- e. Orders may include additional terms as necessary to comply with local, state or federal laws or regulations applicable to the Purchasing Entity.

10. Requirements for Ordering Applicable to State Purchasers Only. The following requirements apply as between Contractor and State Purchasers only and are not applicable to Additional Purchasers. An Additional Purchaser may adopt procedures for purchasing under this Agreement as necessary to comply with its procurement policies and regulations.

- a. Contractor shall use the State of Vermont's Ordering Document, available online at: <https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fbgs.vermont.gov%2Fsites%2Fbgs%2Ffiles%2FITS86%2520Docs%2FTemplate%2520ORDER%2520DOC%2520for%2520NASPO%2520Cloud%2520and%2520ITS86%2520DRAFT.docx&wdOrigin=BROWSELINK>
- b. Competition is required among awarded Contractors, unless waived for the specific Order consistent with State procurement policies.
- c. The Vermont Agency of Digital Services is the only entity authorized to make purchases on behalf of State Purchasers. Contractor shall not make Orders directly with any other State Purchaser and any such Order shall be null and void. Contractor's failure to comply with this requirement shall be grounds for termination of this Addendum.

11. Payment Provisions and Invoicing.

- a. Payment obligations shall be solely between the Purchasing Entity and the Contractor.
- b. Overdue or other charges or penalty for late payment are not authorized and shall not apply to Purchasing Entities.
- c. Offerings and complete details of pricing, including discounts, applicable to this Addendum are set forth in the Price Schedule maintained on-line at Contractor's NASPO ValuePoint Webpage listed above.
- d. Purchasing Entities may solicit the Contractor or Contractor Partners for deeper discounts than the minimum contract pricing as set forth in the Price Schedule (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives).
- e. In the discretion of the Purchasing Entity, retainage may be specified in an Order, in an amount mutually agreeable to the parties.
- f. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all products delivered or work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
- g. Invoices shall be sent to the address identified on the Purchasing Entity's Order and shall specify:
 - i. The address to which payments will be sent;
 - ii. The State of Vermont Participating Addendum Number; and
 - iii. The Order number or other unique identifier for the Order against which the invoice is being submitted.
- h. Reimbursement of expenses is not authorized. All rates set forth in an Order shall be inclusive of any and all fees and expenses.
- i. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

12. Contractor Partners.

- a. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity (each a "Contractor Partner") may provide Products and Services to users of this Addendum if and to the extent approved by the State Chief Procurement Officer. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in this Addendum and the Master Agreement.
 - i. The State does not intend to approve Contractor Partners for this Addendum except as required to provide services for certain Products (e.g., where a Product requires a managed service provider or other such services that Contractor is unable to provide without engaging a third party). Contractor shall notify the State when a Product requested by a Vermont Purchasing Entity will require engagement of a third party. The State Chief Procurement Officer may, in its discretion, approve the third-party engagement on a limited basis, for the specific purchase only, or on a general basis, for whenever such Product is purchased under this Addendum.
 - ii. A Contractor Partner approved by the State for this Addendum is expressly not authorized to invoice State Purchasers directly. This provision shall not apply to Additional Purchasers.
 - b. All State policies, guidelines and requirements shall apply to Contractor Partners.
13. Contractor and each applicable Third-party Provider shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions set forth by this Addendum and the Master Agreement. Contractor acknowledges that each and all of the promises it makes as "Contractor" in the Master Agreement and in this Addendum will apply to all Products and Services provided hereunder, regardless of who is providing or licensing the Product or performing the work.
- a. Contractor promises that Purchasing Entities will not be required to affirmatively accept additional terms and conditions to use or access any Product or Service purchased under this Addendum, except and then only to the extent Attachment A of the Master Agreement expressly contemplates that Purchasing Entities may be required to accept an End User Agreement to use or access a Product or Service. For all Purchasing Entities that must accept an End User Agreement, the Parties acknowledge and agree that any terms or conditions in an End User Agreement not allowable under law, or that materially conflict with the applicable terms and conditions established by this Agreement, will not apply, and that this Agreement will control in the event of any ambiguity or material conflict between the Agreement and the End User Agreement. Further, and without limiting the generality of the foregoing

- sentence, notwithstanding any language to the contrary, Contractor acknowledges and agrees that Purchasing Entities do not intend to be bound, and will not be bound, by any End User Agreement terms to the extent such terms: (a) require indemnification by the Purchasing Entity of the Contractor or a third party; (b) waive the Purchasing Entity's right to a jury trial; (c) establish jurisdiction in any venue other than the Superior Court of the State of Vermont, Civil Division, Washington Unit; (d) designate a governing law other than the laws of the State of Vermont; (e) constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of Purchasing Entity's sovereign status or under the Eleventh Amendment to the United States Constitution; (f) establish new or different payment obligations of the Purchasing Entity than are established under the Agreement; (g) reduce or diminish the obligations regarding the security, confidentiality, and integrity of the Purchasing Entity's data as are established under the Agreement; (h) establish rights in the use of, or access to, Purchasing Entity's data for any reason other than performance of the product or service; (i) establish rights of ownership in the Purchasing Entity's data; or (j) limit the time within which an action may be brought.
- b. Contractor promises that each of the third parties whose Products and/or Services are available for purchase under this Addendum understands and agrees that the terms and conditions applicable to their Products and/or Services are as set forth in the Master Agreement, as amended, and are subordinate to the terms of this Addendum and the NASPO ValuePoint Master Agreement Terms and Conditions and associated service model terms and conditions.
14. **Reporting.** Upon request, Contractor shall submit quarterly reports detailing the purchasing of all items under this Addendum electronically to sov.itcontractingandprocurement@vermont.gov. Reports shall be in the same format as set forth under the Master Agreement. If the format for reporting is not otherwise set forth under the Master Agreement, Contractor's reporting shall detail the minimum requirements for Orders as set out in section 9.c, above. Contractor's reporting shall state "no activity" for any month in which there is no activity during a reporting period.
15. **Authority.** Each party to this Addendum, and each individual signing on behalf of each party, hereby represents and warrant to the other that it has full power and authority to enter into this Addendum and that its execution, delivery, and performance of this Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
16. **Integrated Agreement; Amendment.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. No changes, modifications, or amendments in the terms and conditions of this Addendum shall be effective unless reduced to writing, numbered and signed by the duly authorized representative

of the State and Contractor. Any amendment to the Master Agreement shall be deemed incorporated into this Addendum unless the amendment is rejected by the State in writing. **Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.** The terms of this Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

17. **Termination.** This Addendum may be terminated by the State at any time upon 30 days prior written notice to the Contractor. Upon termination or expiration of this Addendum, each party will assist the other in orderly termination of the Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor or Purchasing Entity of the obligation to perform under any Order executed prior to the effective date of termination or other expiration of this Addendum.
18. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Addendum. The primary contacts for this Addendum are as follows:

a. **For the Contractor:**

Name: Jeffrey Williams
Address: 12200 Tech Road, Suite 200, Silver Spring, MD 20904
Phone: 301-905-2634
Email: jeffrey.williams@ats.com

b. **For the State:**

Name: State of Vermont, Natalia Mahoney
Address: 133 State Street, 5th Floor, Montpelier, VT 05633-8000
Phone: 802-798-6890
Email: Natalia.Mahoney@vermont.gov

19. **No effect of Click-Through or Other Additional Terms and Conditions.** Where a Purchasing Entity is required to click-through or otherwise accept or made subject to any electronic terms and conditions to use or access any Product or Service purchased hereunder, such terms and conditions are not binding and shall have no force or effect as to the Product or Service, the Agreement, or the applicable order for the Product or Service. Further, any terms and conditions of a Party's invoice, acknowledgment, confirmation, or similar documents, shall not apply to any Order, or to the Agreement, and any such terms and conditions on any such document are objected to without need of further notice or objection.

20. **Additional Terms and Conditions.**

- a. "Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated February 13, 2026) constitutes part of this Addendum and is hereby incorporated by

reference as if fully set forth herein and shall apply to the Contractor and to each Order placed under this Addendum as if fully set forth in the Order. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>. Notwithstanding the foregoing, Attachment C, Section 8 “Insurance”, is hereby deleted entirely and shall not apply.

- b. **Professional Liability Insurance.** In addition to the insurance requirements specified in the Master Agreement, Attachment A Section XIII, the Contractor shall procure and maintain professional liability insurance for any and all services performed under the Addendum, with minimum coverage of \$1,000,000 per claim, \$3,000,000 aggregate. Contractor shall maintain such professional liability insurance for a period of two years following completion of services under the Addendum.
- c. **Business Associate Agreement.** When specified in an Order made by a State Purchaser, the terms and conditions set forth in the applicable State of Vermont’s “Attachment E – Business Associate Agreement” (available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>) shall be incorporated by reference and apply to the Order.
- d. **State and Federal Terms for Products and Services.** When specified in an Order made by a State Purchaser, the terms and conditions set forth in “STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)” (available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>) shall be incorporated by reference and apply to the Order.
- e. **On-Premise Terms and Conditions.** Requirements specific to premised-based software may be addressed in an Order for such software.
- f. **Limitation of Liability.** Unless modified in an Order specifically referring to this lettered subsection, a Party’s total liability to the Purchasing Entity under an Order shall be limited to direct damages equal to two times the total amount payable under the applicable Order or five million dollars (\$5,000,000), whichever is greater. The foregoing limitation shall not apply to claims, losses, and liabilities arising from: (a) a data breach; (b) death, injury, or damage to tangible property; (c) indemnification obligations; or (d) gross negligence, fraud, or intentional misconduct.
- g. **State Identity and Authentication Standards.** All Products and Services provided to State Purchasers under this Participating Addendum that include user authentication shall integrate with the State's single sign-on infrastructure using SAML 2.0 or OpenID Connect (OIDC) standards. Applications shall use the identity provider's alphanumeric unique identifier (GUID) as the persistent subject identifier for any user records maintained by the application and shall provision users in accordance with principles of least privileged access. This requirement does not limit any security or identity management obligations otherwise applicable under the Master Agreement or any NIST standard incorporated therein.

STATE OF VERMONT PARTICIPATING ADDENDUM # CTR008883

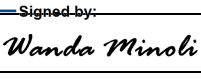
Contractor: A&T Systems Inc.

- h. **Vulnerability Testing.** The Contractor shall run quarterly vulnerability assessments and promptly report results to the State. Contractor shall remediate all critical issues within 15 days, all high issues within 30 days, all medium issues within 60 days and low issues within 90 days. Contractor shall obtain written State approval for any exceptions. Once remediation is complete, Contractor shall re-perform the test.
- i. **SOC 2 Type II Reporting.** The Contractor is required to conduct SOC 2 Type II audits in accordance with the Master Agreement and shall share audit results and a plan for addressing or resolution of audit results with the State via email to sov.itcontractingandprocurement@vermont.gov within sixty (60) days following the Contractor's receipt of the audit results.

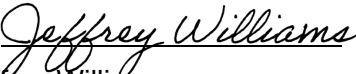
By signing below Contractor agrees to offer the products and services on the Master Agreement at prices equal to or lower than the prices listed on the Master Agreement.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: 7/21/2026
 Signature: 
 Name: **Wanda Minoli**
 Title: Commissioner - Buildings and General Services

By A&T Systems Inc.:

Date: July 9, 2026
 Signature: 
 Name: Jeffrey Williams
 Title: President & CEO