Participating Addendum
for
Cloud and Software Solutions
between
State of Minnesota
And Insight Public Sector, Inc.
MN Contract ID 295556

This Participating Addendum is entered into by State of Minnesota ("Participating Entity" or "State") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number LS5002, executed by Contractor and Utah ("Lead State") for Cloud and Software Solutions ("Master Agreement"):

Insight Public Sector, Inc. ("Contractor")
2701 E. Insight Way
Chandler, AZ 85286

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Brittany Dunaway
Contract Compliance Manager
SLEDContracts@insight.com
480-366-7029

Participating Entity's contact for this Participating Addendum is:

Matt Hassenstab
Acquisition Management Specialist
Matt.Hassenstab@state.mn.us
651-201-2431

II. TERM. This Participating Addendum is effective as of the date of the last signature below or **September 16, 2026**, whichever is later, and will terminate on **September 15, 2028** with extension options until the final expiration of the Master Agreement, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

c. **Contractor Partners**. 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 may provide Products and Services to users of this Participating Addendum. 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 the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected, after receiving full and timely notice of the amendment, by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating 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.

The State does not agree to any term or condition in any third-party End User Agreement or similar document incorporated into Attachment E or elsewhere in the Master Agreement that is **in conflict with Minnesota Law, the Master Agreement, or this Participating Addendum**. If Purchasing Entity has negotiated an alternative agreement with the third party that all parties agree is intended to supersede the aforementioned third-party terms, the alternative agreement applies to Orders notwithstanding language to the contrary provided on a quote or order form.

When negotiating a third-party End User agreement or similar document, the State and third party may agree to third-party specific or vendor specific contractual obligations or remedies that **exceed the baseline obligations and remedies otherwise available** through the Master Agreement or this Contract, for example adding a specific data security obligation or raising caps or restrictions on third party liability. Such obligations and remedies will be enforceable through this Contract.

V. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Minnesota Contract ID and Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VI. **PRICING.** Contractor agrees to the following with respect to products and services available through this Participating Addendum:

(1) For AWS and Google products and services sold on a discount off list (MSRP) basis, the discount shall be a minimum of 2.0% or the discount available through the Master Agreement, whichever discount is greater. For all other products and services sold on a discount off list (MSRP) basis, the discount shall be a minimum of 3.0% or the discount available through the Master Agreement, whichever discount is greater.

(2) For products and services sold on a cost-plus basis, the maximum markup shall be 3.5% on SaaS, IaaS, PaaS, and On-Premises and 5.0% on Value Added Services, or the maximum markup allowed by the Master Agreement, whichever markup is lower. If a product or service is sold on a cost-plus basis and is also available through Contractor's Software Value Added Reseller Participating Addendum (SVAR Contract, Minnesota Contract Number 222281) the pricing of that product or service shall not exceed the pricing available through the SVAR Contract while the SVAR Contract remains in effect.

(3) In no event will the price or rate for any product or service exceed Contractor's catalog price.

(4) When a Participating Entity intends to purchase high volume cloud infrastructure or similar products and services that typically entail longer term technical and billing arrangements between the parties, the Participating Entity may request negotiation of an amendment to this Contract or a supplemental agreement with Contractor to address billing procedures, support commitments, preferential pricing, and other similar terms.

(5) Pricing or discount levels negotiated with the Service Provider and made available to the Contractor will in turn be made available to the State with the full benefit of the negotiated price. Preferential pricing or discount

levels shall be made available to the State at the same or lower pricing that Contractor applies to regularly priced products.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. See Exhibit A Paragraph 27: MINNESOTA REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

VIII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

IX. INFORMATION TECHNOLOGY STANDARDS. The following terms apply in addition to and are intended to be read as complimentary to the standards articulated in Minnesota Exhibit A and the Software Publisher Terms and Conditions set forth in Attachment A.1 of the Master Agreement.

IX.I GovRAMP Requirements

a. Definition of "High Risk Data". For the purposes of this Participating Addendum, "High Risk Data" means data that is highly sensitive and/or protected by law or regulation. This includes, but is not limited to data that is subject to and intended to be protected under the following laws, regulations, and standards:

i. Federal Tax Information/IRS Publication 1075 ("FTI") or ("IRS 1075")
ii. Criminal Justice Information Services ("CJIS")
ii. Payment Card Information Data Security Standard ("PCI DSS")
iv. Health Insurance Portability and Accountability Act ('HIPAA")
v. Family Educational Rights and Privacy Act ("FERPA")
vi. Social Security Administration ("SSA")
vii Government issued ID Numbers (e.g., Social Security Numbers, Driver's license numbers / State ID Card numbers, Passport Numbers)
viii. Bank account numbers excluding State-owned bank account numbers.

b. **Definition of "Cloud Services".** "Cloud Services" is as defined in Minnesota Exhibit A.

c. **GovRAMP Requirements for Products and Services Involving High Risk Data**. If a Service Provider is providing Cloud Services that process, store, or transmit High Risk Data or could impact High Risk Data directly or via third party, the following requirements apply:
i. The Service provider must demonstrate to the Purchasing Entity compliance with National Institute of Standards and Technology ("NIST") Special Publication 800-53 (Revision 5 or latest version) at the Moderate Impact Level. If the Snapshot Score is below 100%, the Service Provider must enroll in the GovRAMP Progressing Snapshot Program and remain in the program until a 100% Snapshot Score is achieved.

ii. The Service Provider shall submit either proof of current GovRAMP Authorization at Mderate Impact Level status in the form of a GovRAMP Letter, or GovRAMP Snapshot Score in the form of a GovRAMP letter to the Purchasing Entity.

iii. The Service Provider must achieve GovRAMP Authorization at Moderate Impact Level status no later than April 1, 2027. Once achieved, Service Provider must maintain GovRAMP Authorized status for the duration of the period of time it is providing software or services to the Purchasing Entity. <u>After April 1, 2027, no Service Provider will provide products or services through this Contract until this</u>

level of GovRAMP Authorization has been achieved if such products or services are subject to the GovRAMP requirements of this Contract.

iv. The Service Provider shall be responsible for all costs associated with meeting these requirements. The Purchasing Entity must be granted visibility and access through GovRAMP for progress reviews as requested.

v. The Service Provider shall authorize the Purchasing Entity access to the Service provider's GovRAMP Snapshot, GovRAMP Progressing Snapshot and GovRAMP Authorization at Moderate Impact Level status for the duration of the period of time it is providing software or services to the Purchasing Entity. The Purchasing Entity *reserves* the right to request and review all Third-Party Assessment Organization ("3PAO") audits, risk assessments, vulnerability assessments, and penetration tests of the Service provider's environment. The Service provider shall respond to all noncompliance issues discovered by providing a mutually agreed upon timeframe to resolve the issue and implement a compensating control.

vi. FedRAMP Authorization. Alternatively, the Purchasing Entity will accept a Service Provider's FedRAMP Authorization Rev. 5 Moderate or High; however, the Service Provider must enroll in the GovRAMP continuous monitoring program within 12 months of contract execution. Any Service Provider supplying products or services within the scope of this Section 12 months or more after contract execution must be enrolled in the GovRAMP continuous monitoring program at the time the products or services are offered to the State. This requirement ensures the Purchasing Entity has appropriate visibility into ongoing security audits and reports, which are otherwise restricted under FedRAMP's continuous monitoring packages and accessible only to federal government entities.

vii. Contractor shall make best efforts to facilitate the provision of information to the Purchasing Entity to demonstrate Service provider compliance with the requirements of this Section.

IX.II Artificial Intelligence

Artificial Intelligence (AI) refers to the simulation of human intelligence processes by computer systems. If an application can independently perform tasks that would otherwise require human intelligence, such as understanding natural language, recognizing patterns, making decisions, or interpreting complex data, it uses AI. The Parties recognize the need to adopt rigorous governance and ethical controls around the development and deployment of products and services that use AI, particularly when integrated with large language models (LLMs) and/or machine learning (ML).

A. Upon request, Contractor will inform the Purchasing Entity in writing of any direct or indirect use of AI within the products or services ordered by the Purchasing Entity through the Contract and will provide a description of the role AI plays in the functionality of the product or service.

B. If AI is used in Contractor products or services, either directly or indirectly, that are available to the State through the Agreement, Contractor shall:

1. Represent and warrant Contractor has obtained all necessary rights and permissions to use all data used for training its AI/LLM/ML data models;
2. Indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State in any legal action arising from Contractor's alleged misuse or misappropriation of third-party data;

3. Ensure Contractor's subcontractors, affiliates, and other third parties comply with this Section to the extent such entities have responsibility for AI functionality within the scope of the Agreement; and
4. Promote the adoption of ethical governance frameworks that support the trusted, safe, and responsible use of AI technologies, taking into consideration nationally or internationally recognized principles or guidelines, including explainability, transparency, fairness, and human-centered values.

C. This Section supplements, and does not replace, other provisions of the Contract.

X. ATTACHMENTS. This Participating Addendum includes the following attachments:

a. Minnesota Exhibit A
b. Minnesota Exhibit B
c. Minnesota Exhibit C

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Brittany Dunaway
SLED Contract Compliance
ManagerSLEDContracts@insight.com
480-366-7029

For Participating Entity:

Matt Hassenstab
Acquisition Management Specialist
Matt.Hassenstab@state.mn.us
651-201-2431

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

DocuSigned by:
7ED39229A7B4451...

Signature

Scott Friedlander

Printed Name

SVP IPS

Title

9/3/2026

Date

PARTICIPATING ENTITY:

Signed by:
Matt Hassenstab
6005AE573CD4486...

Signature

Matt Hassenstab

Printed Name

AMS

Title

9/3/2026

Date

CONTRACTOR:

Signature

Printed Name

Title

Date

PARTICIPATING ENTITY:

DocuSigned by:
Andy Doran
68D02A26D7604BA...

Signature

Andy Doran

Printed Name

IT Acquisitions Supervisor

Title

9/3/2026

Date

Minnesota Exhibit A

Minnesota General Terms, Conditions, and Specifications

1. DEFINITIONS.

a. CPV Members. The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Office of State Procurement (OSP) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities" with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10. Based on this authority, the Commissioner of Administration enters into a joint powers agreement that designates OSP as the authorized purchasing agent for the governmental unit or other entity. Governmental units and other entities joining the program are given an access code which identifies them as CPV members and permits them to access the OSP website to get information about commodities and/or services available on the State of Minnesota (State) contracts. Governmental units and other entities who are not members of the CPV program are not authorized to use the contract prices. The Contract Vendor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at www.mmd.admin.state.mn.us.

b. State Agencies. This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.

c. Ordering Entity. This term applies to any State Agency or CPV Member when allowed in the Participating Addendum.

d. State and State of Minnesota. These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Participating Addendum. These terms also apply to the State's Office of MN.IT Services when acting within its statutorily defined contracting capacity.

e. State of Minnesota, Office of MNIT Services. Minnesota's Information Technology agency. The Office of MNIT Services is responsible for providing or entering into managed services contracts for the provision, improvement, and development of business application software and related technical support services and other information technology systems and services to Minnesota state agencies pursuant to Minnesota Statute section 16E.016(a).

f. Contract Vendor and Contractor. These two terms apply to the awarded vendor from the NASPO ValuePoint Master Agreement that OSP selects to receive a Participating Addendum.

g. Contract. Contract is defined as the Minnesota Participating Addendum, which incorporates the terms of the NASPO ValuePoint Master Agreement.

h. Master Contract. Master Contract is defined as the corresponding NASPO ValuePoint Master Agreement between NASPO ValuePoint and the Contractor.

i. Online Services. Online Services that may be supplied under this Contract include online services, hosting services, cloud services, and related services listed in or incorporated into the NASPO ValuePoint Master Agreement, as amended.

2. STATE AUDITS (Minn. Stat. § 16C.05, Subd. 5). Contract Vendor will comply with Minn. Stat. § 16C.05, Subd. 5, as applicable to the specific performance of this Contract, to the extent permitted by Minnesota law. The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Contract or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Contract or transaction. The transactions include, but are not limited to, the price discount percentages on the corresponding prices, hourly costs for Professional Technical Services, and the mutually agreed upon price schedule. Pursuant to this provision, Contract Vendor must maintain historical price files sufficient to confirm contract pricing.

3. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Participating Addendum resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.

4. **INSURANCE.** If applicable, prior to execution of the Participating Addendum, the Contract Vendor will be required to provide a copy of a Certificate of Insurance, including workers' compensation insurance coverage requirements of Minn. Stat. § 176.181 subd. 2, and other coverages per the insurance requirements if included in the Participating Addendum and per the insurance requirements of Section 16 of the Master Contract.

5. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.** In accordance with Section XII of the Master Contract, Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract.

   Notwithstanding anything to the contrary in the Master Contract or this Contract, Contract Vendor shall be liable to the State for Security Incidents and Privacy Incidents applying the greater of the available remedies available under the Master Contract or this Contract or third part End User Agreement or similar document.

   For clarification and not as a limitation, the Contract Vendor hereby expressly extends, in addition to the other terms, conditions and specifications of the Contract, the foregoing defense and indemnification obligations to Cooperative Purchasing Venture (CPV) Members, including Board of Trustees of the Minnesota State Colleges and Universities, in addition to Agency as defined in Minn. Stat. 16.C.02, in addition to the legislative and judicial branches and constitutional offices of state government.

6. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

7. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

   In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this article for such work.

8. RISK OF LOSS OR DAMAGE. The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.

9. GOVERNING LAW. The Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed ”goods” within the meaning of the UCC, except when to deem such services as ”goods” is unreasonable.

10. JURISDICTION AND VENUE. The Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. The Contract Vendor voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of the Contract, or any breach thereof.

11. Affirmative Action Requirements The State intends to carry out its responsibility for requiring affirmative action by its contractors.

Covered Contracts and Contractors. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

Consequences. The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

12. Equal Pay Certification.

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

13. PAYMENT. Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 days.” The Ordering Entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate Ordering Entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the Ordering Entity before payment will be issued.

Conditions of Payment. The Contract Vendor under the Contract must be in accordance with the Contract as determined by the sole discretion of the State’s Authorized Representative and be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Minnesota Secretary of State. The Contract Vendor will not receive payment for goods or services found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

14. PURCHASE ORDERS (PO). The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract. The parties may agree through a Statement of Work to apply additional order-specific invoicing procedures when appropriate for the type of service ordered.

15. PURCHASING CARDS. Contract Vendor will accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase limit is $5,000 on the purchasing card.

16. TAXES. Do not add sales tax to the prices being offered. Unless otherwise instructed by the State, agencies will pay all applicable taxes directly to the Department of Revenue. Per Department of Revenue Tax Fact Sheet 142, State agencies are not required to submit an ST3 form to their suppliers. See website at http://www.revenue.state.mn.us.

If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contract Vendor should confirm all of the tax requirements with the ordering entity.

17. SHIPPING REQUIREMENTS. All shipments shall be FOB Destination. Freight charges shall be prepaid and allowed unless otherwise stated in the NASPO ValuePoint Master Agreement.

18. DEFAULT. All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery. No substitutions or cancellations are permitted without approval of the Ordering Entity. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the Ordering Entity to cancel the purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendor's list, suspended or debarred from receiving a Contract for failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

19. ASSIGNMENT. The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's Authorized Representative. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's Authorized Representative of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

20. INTELLECTUAL PROPERTY RIGHTS AND INTELLECTUAL PROPERTY INDEMNIFICATION (PROFESSIONAL SERVICES). Applicable when Contract Vendor or an approved subcontractor is developing intellectual property for the State under a Statement of Work or Work Order.

(a) *Pre-Existing Intellectual Property Rights.* State and Contract Vendor shall each retain ownership of, and all rights, title, and interest in their own pre-existing intellectual property and all derivative works arising therefrom, subject to any license rights contained herein or otherwise executed between the parties. To the extent permitted by third party intellectual property rights, and subject to any license agreements executed between the parties, Contract Vendor grants to State an unlimited, royalty-free, paid up, perpetual, non-exclusive, irrevocable, non-transferable license to use and modify any of its pre-existing intellectual property or its ancillary or derivative works incorporated into any deliverable or otherwise delivered to the State, solely for use by the State, or State's contractors, for governmental purposes.

(b) *Intellectual property rights.* Except as set forth in Section 20(a), the State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contract Vendor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contract Vendor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State arid all such documents must be immediately returned to the State by the Contract Vendor upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contract Vendor assigns all right, title, and interest it may have in the works and the documents to the State. The Contract Vendor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

(c) *Obligations*

(1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contract Vendor, including its employees and subcontractors, in the performance of this Contract, the Contract Vendor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

(2) Representation. The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of the Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. The Contract Vendor must perform all ads and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Contract Vendor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contract Vendor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor.

(3) Notwithstanding any other indemnity obligation contained herein, the Contract Vendor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contract Vendor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contract Vendor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees.

21. PARTICIPATING ADDENDUM AMENDMENTS. Except as provided herein, the Participating Addendum shall be modified only by written amendment duly executed by an authorized representative of the State and the Contract Vendor. No alteration or variation of the terms and conditions of the Participating Addendum shall be valid unless made in writing and signed by the parties as required by law. Every amendment shall specify the date on which its provisions shall be effective. An approved Participating Addendum amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

22. TERMINATION OF THE PARTICIPATING ADDENDUM. Unless an applicable remedy allows for shorter notice or immediate termination, the Participating Addendum or any related Statement of Work may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days written notice to the Contract Vendor. In the event of such a cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, only for work or services satisfactorily performed and accepted. If the State terminates the Contract for default or other cause the Contract Vendor shall provide a pro-rated refund to the State for all prepaid but unused fees.

In the event the Contract Vendor is in default, the Participating Addendum is subject to immediate cancellation to the extent allowable by applicable law.

In the event of expiration, termination or cancellation of the Participating Addendum or Statement of Work for any reason the Contract Vendor shall, in accordance with the State's directions: (1) continue to provide any then-existing Services for as long as the State needs to transfer its data, software, security credentials including, but not limited to, any account root or access keys, and other assets to an alternate service or service provider; and/or (2) transfer the account with its existing IT environment and security credentials to the State or to a new third-party contract vendor of the State's choosing while minimizing service disruption. The Contract Vendor will be entitled to pro-rata payment at the pricing in effect prior to expiration, termination or cancellation of the Participating Addendum or Statement of Work for the continuing services for the period of time needed, subject to any other limitations within this Participating Addendum and other agreements between the State and the Contract Vendor.

The Contract Vendor may request to cancel the Participating Addendum or any related Statement of Work but must receive written approval from the State. Any term or condition that allows the Contract Vendor to terminate the Contract for any or no reason (i.e., termination for convenience) is null and void.

23. ADMINISTRATIVE PERSONNEL CHANGES. After execution of this Participating Addendum the State must be notified of intended changes in the Contract Vendor's administrative personnel as soon as practicable.

24. PUBLICITY. Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Office of State Procurement.

The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Contract without the prior written consent of the State's Acquisitions Manager or designee of the Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

25. AMERICANS WITH DISABILITIES ACT (ADA). Products provided under the Contract must comply with the requirements of the Americans with Disabilities Act (ADA). The Contract Vendor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contract Vendor agrees that the customer can assume the product meets or exceeds the ADA requirements.

26. NONVISUAL ACCESS STANDARDS. Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards:

a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards are not applicable for installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

27. USAGE REPORT. The Contract Vendor is required to furnish usage data to the State's Authorized Representative on a quarterly basis based on the state fiscal year which begins on July 1. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). The report on the Contract usage must consist of the total dollars expended by both State Agencies and CPV members. Failure to provide these reports may result in Contract cancellation. The State may request additional periodic or ad-hoc reports as necessary.

28. MINNESOTA REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. On a quarterly basis, the Contract Vendor shall return to the Department of Administration, Office of State Procurement, a fee of 1% (.0.01 multiplication factor) of the total sales during that quarter, to assist with the cost of administering the Participating Addendum. The administrative fee shall be remitted to the State within 30 days of the end of the quarter. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). The Contract Vendor must provide a report detailing the total sales to State Agencies and CPV Members. The report must be submitted with the check on or before the required 30 days after the end of the quarter. In accordance with Section 27 of the Master Contract, Contract Vendor may adjust Master Contract pricing in proportion with the State Administrative Fee. However, Contract Vendor shall not adjust pricing to account for the NASPO ValuePoint Administrative Fee, which is assumed to be part of Contract Vendor's pricing proposal.

Upon request from a Purchasing Entity, Contract Vendor will make reasonable efforts to provide custom, automated reports detailing past purchasing activity specific to the Purchasing Entity. Such reports will contain sufficient details to assist the Purchasing Entity in budgeting and forecasting efforts.

29. SEVERABILITY. If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions; if the remainder of the Contract is capable of performance it will not be affected by the declaration or finding and will be fully performed.

30. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE. In accordance with Minn. Stat. § 16A.40 the Contract Vendor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT.

31. COPYRIGHT. The Contract Vendor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted composition, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

32. SURVIVABILITY. The following rights and duties of the State and Contract Vendor will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to the paragraphs on Indemnification, Hold Harmless, and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Intellectual Property Indemnification, Publicity and Minnesota Reporting Requirements and Administrative Fees. Software licenses, warranty, maintenance agreements and service agreements that were entered into under the terms and conditions of the Agreement shall survive the expiration or termination of this Agreement.

33. IT ACCESSIBILITY STANDARDS.

The State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact and/or improve the product's/service's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.

34. E-VERIFY CERTIFICATION. For services in excess of $50,000, the Contract Vendor certifies that as of the date of services performed on behalf of the State, the Contract Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. This is required by Minnesota Statutes Section 16C.075. The Contract Vendor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on OSP website www.mmd.admin.state.mn.us.

All subcontractor certifications must be kept on file with the Contract Vendor and made available to the State upon request.

35. HAZARDOUS SUBSTANCES. To the extent that the goods to be supplied to the State by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

36. SUBCONTRACTOR PAYMENT (When Applicable). In accordance with Minn. Stat. § 16A.1245, the Contract Vendor shall, within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contract Vendor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of $100 or more will be $10. For an unpaid balance of less than $100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contract Vendor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action.

The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contract Vendor and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor or supplier for undisputed services. If there are no remaining outstanding payments to the Contract Vendor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

38. **SOFTWARE AND LICENSING AGREEMENTS.** Prior to the State signing any ordering document and upon request at other times, Contract Vendor must make available to the State any license agreements, maintenance agreements, or any other documents pertinent to the products and/or services in this Participating Addendum.

39. **TAXPAYER IDENTIFICATION:** The Contract Vendor shall be registered as a vendor to the State in the SWIFT Procurement System. Registration must be done online at http://mn.gov/supplier

40. **STATE'S NON-INDEMNIFICATION.** Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contract Vendor, Contract Vendor's subcontractors, or Contract Vendor's agents. This shall extend to all agreements related to the subject matter of this Participating Addendum, and to all terms subsequently added, without regard to order of precedence.

41. **ORDERING ENTITY.** The Contract Vendor will accept Orders and Statement of Work documents from the Office of MNIT Services, and from eligible CPV members upon supplying the required Security Disclosure to such CPV Members. The State reserves the right to add additional State Agencies and CPV members, as defined in General Terms and Conditions section 1. Definitions, to the Contract upon mutual agreement by both parties.

42. **SECURITY DISCLOSURE TO CPV MEMBERS.** As part of any Contract Vendor's proposal/quote and prior to purchase, the Contract Vendor must provide written notice to any Cooperative Purchasing Venture (CPV) entity purchasing cloud services. The notice must state that the State makes no assurance of the security and protection of their data in the Cloud Computing environment. The State encourages entities to conduct their own risk analysis prior to using this Contract. The written notice must be signed by the entity acknowledging receipt of the notice and the reseller must retain the signed written notice for a minimum period of six (6) years after the purchase. The signed written notice, or copy, must be made available to the State, including the Office of MNIT Services, upon request. The State has developed the written notice document, which is attached herein as Minnesota Exhibit B. The Contract Vendor is not required to provide notice to and obtain signature from the same entity more than once within the term of this contract for a particular cloud service. The Contract Vendor is not required to provide notice to the Office of MNIT Services.

43. **SECURITY AND DATA PROTECTION.**
Contractor is responsible for the security and protection of State data subject to and related to Cloud Services in this Contract. The terms, conditions, and provisions of this Security and Data Protection section shall be read as additional to and complimentary to any other terms in this contract or the Master Contract. This section and Section X (Information Technology Requirements) sets forth certain minimum expectations and

are not intended to abrogate protections available through the Master Contract or the Third-party Provider Agreement in place between Contractor and the Third Party.

This section survives the completion, termination, expiration, or cancellation of the Contract. For clarification this section and the security and data requirements of Attachment A and Attachment A.1 of the Master Contract apply to any value-added services or any additional products supplied in support of cloud services.

For the purposes of this Security and Data Protection section, the following terms have the following meanings:

“Cloud Services” includes “cloud computing” as defined by the U.S. Department of Commerce, NIST Special Publication 800-145 (currently available online at: http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-145.pdf) and any other software, hardware, hosting service, subscription, or the performance of other services or use of products by which Contractor stores, transmits, processes or otherwise has access to State data.

“State” means the State, or a cooperative purchasing venture (“CPV”) member when the CPV member is the ordering entity (if CPV purchases are permitted under this Contract).

“State data” has the meaning of “government data” in Minn. Stat. § 13.02, subd. 7.

“Not public data” has the meaning in Minn. Stat. § 13.02, subd. 8a.

"Security incident" has the meaning defined in the Master Contract,

"Privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); violation of federal data disclosure or privacy requirements in federal laws, rules and regulations; or breach of a contractual obligation to protect State data. This includes, but is not limited to, improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, damage to, loss of, modification of, alteration to or destruction of State data protected by such State or federal laws or by contract.

Data Ownership. The State solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all State data. Contractor has no and acquires no right, title or interest, whether express or implied, in and to State data.

Contractor will only use State data for the purposes set forth in the Contract. Contractor will only access State data as necessary for performance of this Contract. Contractor will not access State user accounts except to respond to service or technical problems or at the State’s specific request.

All State data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to the State by the Contractor upon request or upon completion, termination or cancellation of the Contract. The foregoing sentence does not apply if the State Chief Information Security Officer or delegate authorizes in writing the Contractor to sanitize or destroy the data and the Contractor certifies in writing the sanitization or destruction of the data. Within ninety days following any remittance of State data to the State, Contractor shall, unless otherwise instructed by the State in writing, sanitize or destroy any remaining data and certify in writing that the sanitization or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contractor’s sole cost and expense.

In the event Contractor receives a request to release any State data, Contractor must immediately notify the State’s data practices compliance official. The State will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor must comply with the State's instructions. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data by Contractor.

Notification of Incidents. If Contractor becomes aware of or has reasonable suspicion of a privacy incident or security incident regarding any State data, Contractor must report such incident to the State and the State Chief Information Security Officer as soon as possible, but no later than twenty-four (24) hours after such incident. The decision to notify the affected data subjects and the form of such notice following report of a privacy incident or security incident are the responsibility of the State. Notwithstanding anything to the contrary in this Contract, Contractor will indemnify, hold harmless and defend the State and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy incident or security incident involving any State data. For purposes of clarification, the foregoing sentence shall in no way limit or diminish Contractor's obligation(s) to indemnify, save, hold harmless, or defend the State under any other term of this Contract. Contractor will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any State data.

Security Program. Contractor will make best efforts to protect and secure the State data related to this Contract. Contractor will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all Cloud Services ("Policy"). Contractor's Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 5, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRamp"), or Control Objectives for Information and Related Technology ("COBIT").

Upon the State's request, Contractor will make its Policy available to the State on a confidential, need-to-know basis, along with other related information reasonably requested by the State regarding Contractor's security practices and policies. Unless inconsistent with applicable laws, Contractor and the State must treat the Policy and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minn. Stat. § 13.37.

Data Management. Contractor will not use State data, including production data, for testing or development purposes unless authorized in writing by the State Chief Information Security Officer or delegate. Contractor will implement and maintain procedures to physically and logically segregate State data, unless otherwise explicitly authorized by the State Chief Information Security Officer or delegate.

Data Encryption. Contractor must encrypt all State data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys must be unique to State data. Contractor will secure and protect all encryption keys to State data. Encryption keys to State data will only be accessed by Contractor as necessary for performance of this Contract.

Data Storage. Contractor warrants that any and all State data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.

Data Center and Monitoring/Support Locations. During the term of the Contract, Contractor will: (1) locate all production and disaster recovery data centers that store, process or transmit State data only in the continental United States, (2) store, process and transmit State data only in the continental United States, and (3) locate all monitoring and support of all Cloud Services only in the continental United States. The State has the right to on-site visits and reasonable inspection of the data centers upon notice to Contractor of seven calendar days prior to visit.

Data Locations. In addition to the above and any related term in the Master Agreement, unless specifically waived by the State, the requirement to store, process or transmit State data only in the continental United States applies to indirect or "overhead" services, redundant back-up services, or services that are considered incidental to the performance of Contractor's duties.

Security Audits & Remediation. Contractor will audit the security of the systems and processes used to provide any and all Cloud Services, including those of the data centers used by Contractor to provide any and all Cloud Services to the State. This security audit: (1) will be performed at least once every calendar year; (2) will be performed according Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRAMP; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("Contractor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contractor will provide to the State a copy of the Contractor Audit Report.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Audit Report in a commercially reasonable timeframe.

If the State becomes aware of any other Contractor controls that do not substantially meet the State's requirements, the State may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by the State or known by Contractor, in a commercially reasonable timeframe.

Subcontractors and Third Parties. Contractor warrants that no State data will be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the State Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Contractor with respect to such data.

Compliance with Data Privacy and Security Laws and Standards. Contractor shall comply with all applicable State and federal data privacy and data security laws, rules, and regulations.

Remedies. Contractor acknowledges that the State, because of the unique nature of its data, would suffer irreparable harm in the event that Contractor breaches its obligation under this Security and Data Protection section, and monetary damages may not adequately compensate the State for such a breach. In such circumstances, the State will be entitled, in addition to monetary relief, to injunctive relief or specific performance as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the State.

Business Continuity. Contractor shall have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that Cloud Services provided under this Contract shall be maintained continuously in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contractor must also participate, at mutually agreed upon times, in State business continuity and disaster recovery testing, training, and exercise activities.

Any term or condition that allows the Contractor to terminate the Contract for any or no reason (i.e., termination for convenience) is null and void. In the event of termination or cancellation of this Contract for any reason, the Contractor shall continue to provide any then-existing Cloud Services for as long as the State needs to transfer its data, software and other assets to an alternate service or service provider. After any such termination or cancellation, the State may purchase the continuing Cloud Services at the pricing in effect prior to such termination or cancellation. The fee for any such purchase shall be prorated for the period of time needed, as determined by the State, and shall be reduced by the amount paid for Cloud Services that were not used prior to such termination or cancellation. The amount of any such fee reduction shall be determined on a pro-rata basis. The Contractor shall refund to the State any unused portion of payments for Cloud Services.

Background Checks. Contractor represents that it has conducted and will conduct background investigations into all of Contractor's agents, employees, and subcontractors that will provide Cloud Services to the State. Such background investigations must have been or will be conducted by investigating local, state and federal criminal records, local, state and federal civil case records, and employment references.

If any provision of this sub-section is found to violate any applicable laws, rules, or State policies, then the Contractor will be relieved of all obligations arising under such provision. Notwithstanding anything to the contrary in this sub-section, this sub-section is only applicable and effective to extent that it is consistent with applicable laws, rules, and State policies.

Secure Coding. Contractor warrants that all Cloud Services are free from any and all defects in materials, workmanship, and design. Contractor warrants that all Cloud Services are free from any and all viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the OWASP top 10.

Compliance with Data Privacy and Security Laws and Standards. Contractor will work cooperatively with the State to help identify data security requirements and appropriate controls and solutions appropriate to each Order, and the parties will agree to the appropriate standards and specifications in the Order.

When applicable to the State data and the cloud services ordered:

- **a.** Contractor shall comply with the Health Insurance Portability Accountability Act ("HIPAA"), the HITECH Act, and other similar privacy laws. Contractor also shall comply with the HIPAA Privacy Rule, HIPAA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.
- **b.** Contractor shall comply with all applicable requirements, restrictions, and conditions set forth in the Criminal Justice Information Services ("CJIS") – Security Policy, Version 5.3, dated 8/4/2014, including, but not limited to, conducting FBI fingerprint background checks on all of Contractor's agents, employees, and subcontractors that have or will have access to Criminal Justice Information ("CJI").
- **c.** Contractor acknowledges that for the purposes of this Contract when storing, processing, transmitting or otherwise accessing State date subject to the Family Educational Rights and Privacy Act ("FERPA"), it is designated as a "school official" with "legitimate educational interests" in State data and associated metadata, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed by 34 CFR

99.33(a) on school officials. Contractor shall use State data only for the purpose of fulfilling its duties under the Contract and it will not monitor or share such data with or disclose it to any third party except as provided for in this Contract, as required by law, or as authorized in writing by the State. By way of illustration and not of limitation, Contractor will not use such data for Contractor's own benefit and, in particular, will not engage in "data mining" of such data or communications, whether through automated or human means, except as necessary to fulfill its duties under this Contract, or as specifically and expressly provided for in this Contract, as required by law, or authorized in writing by the State. Contractor agrees, upon request, to provide the State with a written summary of the procedures Contractor uses to safeguard State data.

d. All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council, currently available online at: https://www.pcisecuritystandards.org/document_library. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor"). For purposes of this sub-section, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), Glossary of Terms, Abbreviations, and Acronyms, currently available online at: https://www.pcisecuritystandards.org/document_library.

e. Contractor shall comply with IRS Publication 1075, Exhibit 7, which is incorporated herein.

f. For the term of this Contract, Contractor will maintain a provisional Authority to Operate (ATO) at the Moderate Level from the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB) or Federal Agency for any and all Cloud Services provided under this Contract.

g. For the term of this Contract, Contractor will maintain an ISO 27001 Certification for any and all Cloud Services provided under this Contract.

44. AUDIT COSTS. If the State is required to pay Contract Vendor's audit and collection costs, and/or attorney's fees, the State is only required to pay such costs and/or fees up to an aggregate of $5,000.

45. NO AUTOMATIC RENEWALS. The State does not agree to any automatic renewals which require the payment of additional fees.

46. NO MANDATORY MEDIATION OR ARBITRATION. Any term or condition that requires the parties to mediate or arbitrate is null and void. Voluntary dispute resolution procedures are valid to the extent allowed by law.

47. TERMS AND CONDITIONS LIMITED BY MINNESOTA LAW. The State only agrees to the terms and conditions of the Contract to the extent permitted by Minnesota law.

48. STATE'S RIGHTS AND REMEDIES CUMULATIVE. All rights and remedies provided in the Contract are cumulative and not exclusive of any other rights or remedies that may be available to the State, whether provided by law, equity, statute or otherwise.

49. CONTRACT VENDOR DISCLAIMERS OF WARRANTIES INVALID. Any term or condition that excludes, disclaims, or limits a Contract Vendor warranty is null and void.

50. DATA DISCLOSURE. Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contract Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

51. DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES, OR POLITICAL SUBDIVISIONS. Contract Vendor certifies that neither it nor its principals is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Contract Vendor's certification is a material representation upon which the Contract award was based. Contract Vendor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

52. PROFESSIONAL/TECHNICAL (P/T) SERVICES. For eligible Minnesota state agencies utilizing this contract, Professional/Technical Services **must** be within the scope of services available through the Master Contract. State agencies **must** request, in writing, and obtain prior written approval from the State's Department of Administration, Office of State Procurement (OSP) before proceeding with projects.

53. RETAINAGE. Under Minn. Stat. § 16C.08, subd. 2 (10), for Professional and Technical services performed under the terms of this Contract, no more than 90 percent of the amount due for those Professional and Technical Services may be paid until the final product has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contract Vendor has satisfactorily fulfilled those Professional and Technical Services.

54. FEDERAL FUNDS. Payments under this Contract may be made from federal funds obtained by the State. The Contract Vendor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

55. ROOT ACCOUNT OWNERSHIP. The State shall own all root accounts created under this Contract and shall have sole possession of root account keys. Contract Vendor shall provide the root account keys to the State upon creation of applicable services under this Contract.

56. IMMIGRATION STATUS CERTIFICATION. Contract Vendor agrees to comply with the Immigration Reform and Control Act of 1986 ("IRCA") in relation to all employees performing work in the United States Contract Vendor does not knowingly employ person in violation of the United States immigration laws. As of the date of this Addendum, Contract Vendor has implemented the E-Verify program for all newly hired U.S.-based employees who will perform work on this Addendum in the United States. In connection with orders of Professional Services under this Addendum, Contract Vendor will include this clause or a substantially equivalent clause in all of its subcontracts issued under this Addendum and shall obtain the State of Minnesota-Immigration Status Certification from all subcontractors performing services under this Addendum and maintain such certifications for inspection by the Participating State if such inspection is requested by the Participating State. If Contract Vendor is not in compliance with this section and has not cured its non-compliance within 30 days of written specification of such non-compliance from the Participating State, the Participating State reserves the right to determine what action it may take, including but not limited to terminating this Addendum (in accordance with Section 10 of the Master Agreement) and/or suspending or debarring Contract Vendor from state purchasing in accordance with and subject to Minnesota law.

Exhibit B: Insurance Requirements

GENERAL INSURANCE REQUIREMENTS

The Contractor/Contract Vendor (Contract Vendor) shall maintain insurance to cover claims which may arise from operations under this Contract,

The Contract Vendor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contract Vendor shall maintain such insurance in force and effect throughout the term of the Contract.

All coverages and limits shall remain in force and effect throughout the term of the Contract.

NOTICE TO THE CONTRACT VENDOR:

The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contract Vendor to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if the Contract Vendor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contract Vendor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

NOTICE TO INSURER:

The Contract Vendor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

REQUIREMENTS FOR THE CONTRACT VENDOR:

The Contract Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contract Vendor's performance under this Contract.

If Contract Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Contract Vendor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contract Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

The Contract Vendor is responsible for payment of Contract related insurance premiums and deductibles.

If the Contract Vendor is self-insured, a Certificate of Self-Insurance must be attached.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of

Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

The Contract Vendor's Umbrella or Excess Liability insurance policy may be used to supplement the Contract Vendor's policy limits to satisfy the full policy limits required by the Contract.

POLICY REQUIREMENTS:

1. **Workers' Compensation Insurance:**

   Statutory Compensation Coverage. Except as provided below, Contract Vendor must provide Workers' Compensation insurance for all its employees and in case any work is subcontracted, Contract Vendor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

   Coverage B – Employer's Liability

   $100,000 Bodily Injury by Disease per Employee

   $500,000 Bodily Injury by Disease Aggregate

   $100,000 Bodily Injury by Accident

   If Minn. Stat. § 176.041 exempts the Contract Vendor from Workers' Compensation insurance or if the Contract Vendor has no employees in the State of Minnesota, the Contract Vendor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contract Vendor from MN Workers' Compensation requirements.

   If during the course of the Contract the Contract Vendor becomes eligible for Workers' Compensation, the Contract Vendor must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

   Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

2. **Automobile Liability Insurance:**

   The Contract Vendor shall maintain insurance to cover liability arising out of the ownership, operation, use or maintenance of all owned, hired and non-owned autos, and in case any work is subcontracted the Contract Vendor will require the subcontractor to maintain Automobile Liability insurance.

   A. Minimum Limits of Liability:

      $2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

   B. Coverages:

      X   Owned Automobile

      X   Non-owned Automobile

      X   Hired Automobile

   Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

3. **General Liability Insurance:**

The Contract Vendor shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contract Vendor or by a subcontractor or by anyone directly or indirectly employed by the Contract Vendor under the Contract.

A. Minimum Limits of Liability:

$2,000,000 - Per Occurrence

$3,000,000 - Annual Aggregate

$3,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages

X Premises and Operations Bodily Injury and Property Damage

X Personal & Advertising Injury

X Blanket Contractual

X Products and Completed Operations

X State of Minnesota named as an Additional Insured

4. **Network Security and Privacy Liability Insurance (or equivalent):**

Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of confidential or private information, transmission of a computer virus or denial of service.

Contractor is required to carry the following **minimum** limits:

$10,000,000 per occurrence

$10,000,000 annual aggregate

5. **Professional/Technical, Errors and Omissions, including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy):**

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

$2,000,000 – per claim or event

$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed $50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

State of Minnesota Named as an Additional Insured

Insurance certificate holder should be addressed as follows:

State of Minnesota

50 Sherburne Avenue

Room 112

St. Paul, MN 55155

Exhibit C: Sample Quote and Invoice

Attached is a sample invoice and quote.

Contractor is required to use the sample quote and sample invoice for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the State's Authorized Representative. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The State anticipates the sample quote and sample invoice will contain, at a minimum:

- Customer name
- State Contract number field
- Item/service description
- Item quantity or service hours
- List price
- Contract discount or Contract percentage markup
- Price after discount or Price after cost plus markup

Insight PUBLIC SECTOR

INSIGHT PUBLIC SECTOR, INC.
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

Account name: 10246009

MN DEPT OF REVENUE
FINANCIAL MANAGEMENT DIVISION
600 ROBERT ST N
SAINT PAUL MN 55146-6000

SHIP-TO

MN DEPT OF REVENUE
FINANCIAL MANAGEMENT DIVISION
600 ROBERT ST N
SAINT PAUL MN 55146-6000

Quotation

Quotation Number	:	0229646568
Document Date	:	22-JUL-2026
PO Number	:	
PO Release	:	
Sales Rep	:	Test Order - Minnesota
Email	:	SHAWN.WOOD@INSIGHT.COM
Phone	:	6515236161
Sales Rep 2	:	
Email	:	
Phone	:	

We deliver according to the following terms:

Payment Terms	:	Net 30 days
Ship Via	:	Electronic Delivery
Terms of Delivery	:	FOB DESTINATION
Currency	:	USD

Quote Expires: 7/31/2026

Material	Material Description	Quantity	Unit Price	Extended Price
30002125CC09A12	Adobe Acrobat Pro for enterprise - Subscription new (annual) - 1 user Coverage Dates: 14-JUL-2026 - 13-MAY-2027 STATE OF MINNESOTA NASPO CLOUD AND SOFTWARE SOLUTIONS (# LS5002 / 295556) List Price: 100.00 Discount: 2.00% LICENSE : 1005620041 DEPLOY DATE : 22-JUL-2026	1	100.00	98.00

Product Subtotal	98.00
TAX	0.00
Total	98.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Shawn Wood
+6515236161
SHAWN.WOOD@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

https://www.insight.com/terms-and-policies

Ship To 10246009
MN Dept of Revenue
Financial Management Division
600 ROBERT ST N
SAINT PAUL MN 55146-6000

Insight PUBLIC SECTOR

Invoice

Invoice No.	Date:	Sales Order No.	Account No.	Payment Terms	Due Date	Sales Rep Name	Account Clerk:
1101417383	19-AUG-2026	56616151	10246009	Net 30 Days	26-AUG-2026	Shawn Wood	John Vincent Villacarlos

PO No.	PO Release No:	Contract No.	State Contract No.	Ship Via
Test Order - Minnesota				Electronic Delivery/ESD

		Service Order No	Service Rep Name	Original Invoice No
FEIN: 36-3949000				

To pay online or sign up for e-invoicing, click here

Material	Material Description	Qty	Unit Price	Extended Price
30002125CC09A12	Adobe Acrobat Pro for enterprise - Subscription new (annual) - 1 user Coverage Dates: 14-JUL-2026 - 13-MAY-2027 STATE OF MINNESOTA NASPO CLOUD AND SOFTWARE SOLUTIONS (# LS5002 / 295556) List Price: 100.00 Discount: 2.00%	1	100.00	98.00

Sub Total	98.00
Ttl Freight Charge	0.00
Total Amount Due	98.00
Currency	USD

(T) Denotes taxable item * Denotes non-shippable item

Insight PUBLIC SECTOR

Please Remit To:

Insight Public Sector, Inc.
P.O. Box 731072
DALLAS TX 75373-1072

Ship To 10246009
MN Dept of Revenue
Financial Management Division
600 ROBERT ST N
SAINT PAUL MN 55146-6000

ACCOUNT NO	10246009
INVOICE DATE	19-AUG-2026
INVOICE NUMBER	1101417383
BALANCE DUE	98.00
Amount Paid	
CURRENCY	USD

Send address changes to addresschange@insight.com

For proper credit, please return this portion with payment.

Bill to: 10246009

MN Dept of Revenue
Financial Management Division
600 ROBERT ST N
SAINT PAUL MN 55146-6000

Please remit electronically to:
Insight Public Sector, Inc.
c/o JPMorgan Chase
Account: 816365761
Swift code: chasus33
Wire ABA: 021000021
ACH ABA: 124001545

0010642099911014173831000001264-74970000000000000

Ship To 10246009
MN Dept of Revenue
Financial Management Division
600 ROBERT ST N
SAINT PAUL MN 55146-6000

Invoice

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Test Order - Minnesota				Electronic Delivery/ESD

		Service Order No	Service Rep Name	Original Invoice No
FEIN: 36-3949000				

Material	Material Description	Qty	Unit Price	Extended Price

THANK YOU FOR YOUR ORDER.
FOR ALL INQUIRIES PLEASE CALL 800-934-4477.
The Terms and Conditions and Return Policy and Procedures set forth on www.ips.insight.com/TermsandConditions are specifically incorporated herein unless purchase is being made pursuant to a separate written agreement in which case the terms of the separate written agreement shall govern.