NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM ("Addendum")

Cloud and Software Solutions (2026-2036)
Administered by the State of Utah ("Lead State")

Master Agreement Number LS5021 ("Master Agreement")

SHI International Corp. ("Contractor")
290 Davidson Ave.
Somerset, NJ 08871

and

The State of Louisiana ("Participating State")
Participating State Contract Number: 4400036516

The following products or services are included under this Participating Addendum and State Contract Number 4400036516:

1. Value-Added Reseller: Software as a Service (SaaS)
2. Value-Added Reseller: Infrastructure as a Service (IaaS)
3. Value-Added Reseller: Platform as a Service (PaaS)
4. Value Added Reseller: On-Premise
5. Value-Added Reseller: Value Added Services
6. Information Technology Related Professional Services
7. Information Technology Related Consulting Services

All Value Added Services, Information Technology related Professional Services and/or Information Technology Related Consulting Services are allowed to be purchased **only** at the time of the purchase of the Cloud and/or Software Solutions and the Services are to be directly related to the Cloud and/or Software Solutions being purchased under State Contract Number 4400036516.

1. Scope

This Participating Addendum covers the Cloud and Software Solutions contracts led by the State of Utah along with a multi-state sourcing team for use by all state agencies and local government entities, institutions of higher education, and school districts located in the State of Louisiana who are authorized by the State of Louisiana statutes to utilize state contracts.

2. Participation

Use of specific NASPO ValuePoint cooperative contracts by State Agencies, Political Subdivisions and other entities (including cooperatives) authorized by the State of Louisiana's statutes to use state contracts are subject to the prior approval of the State of Louisiana's Chief Procurement Officer. Issues of interpretation and eligibility for participation in the State's program are solely within the authority of the State Chief Procurement Officer.

3. Access to Cloud Solutions Services Requires State CIO Approval

Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud and Software Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the State of Louisiana Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

4. Term

The term of this Participating Addendum and State Contract Number 4400036516 shall be effective upon the date of final execution below by the State of Louisiana or September 16, 2026, whichever is later, and will terminate upon termination of the Master Agreement on September 15, 2036, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400036516 may be extended in accordance with the terms and conditions of the Master Agreement.

5. Pricing

The pricing and rates from the Master Agreement shall flow down to this Participating Addendum and State Contract Number 4400036516. An amendment to this Participating Addendum is not required when pricing in the Master Agreement is adjusted or updated.

6. Non-Exclusive Contract

This Participating Addendum and State Contract Number 4400036516 are non-exclusive and shall not in any way preclude State Agencies or Political Subdivisions of the State of Louisiana from entering into similar agreements, contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

7. Existing Purchase Orders

Any existing purchase orders issued pursuant to State Contract Number 4400011410 prior to the expiration date of September 15, 2026, shall transition to State Contract Number 4400036516 at the same terms, conditions and prices.

8. Modifications and/or Additions to the Master Agreement

A. Usage Reports:

The Contractor shall submit detailed contract usage reports **quarterly** to the State Procurement Analyst (SPA) for State Contract Number 4400036516 in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate this Participating Addendum and State Contract Number 4400036516.

The specific usage report content, scope, and format requirements are available on the OSP website under Vendor Resources/Vendor Forms:
https://www.doa.la.gov/doa/osp/vendor-resources/

In addition, the person's name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against State Contract Number 4400036516.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP. Schedule for submittal of usage reports:

Quarter	Reporting Period	Due Date
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

B. Administrative Fees:

The Contractor shall pay a 1% administrative fee to the State of Louisiana, Office of State Procurement (OSP) in exchange for the management and facilitation of State Contract Number 4400036516. The calculation of the administrative fees includes any entity receiving contract pricing resulting from State Contract Number 4400036516. The administrative fees shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales to entities located in the State of Louisiana through State Contract Number 4400036516. Initiation and submission of the administrative fees to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees are not submitted in a timely manner, OSP shall have the right to terminate this Participating Addendum and State Contract Number 4400036516.

The check is to be made payable to: Louisiana DOA-Office of State Procurement. The check is to be mailed or sent through a courier service to the following address: Office of State Procurement, Attn: OSP Receivables Specialist, 1201 North 3rd Street, Claiborne Building - Suite 2-160, Baton Rouge, LA 70802. Payment shall be made in accordance with the following schedule:

Quarter	Payment Period	Payment Due Date
First Quarter	July 1 through September 30	November 15
Second Quarter	October 1 through December 31	February 15
Third Quarter	January 1 through March 31	May 15
Fourth Quarter	April 1 through June 30	August 15

NOTE: THE CONTRACTOR SHALL INDICATE STATE CONTRACT NUMBER 4400036516 ON THE REMITTANCE. WHEN SUBMITTING ONE REMITTANCE FOR MORE THAN ONE CONTRACT, THE CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.

C. Modifications:

No amendment or modification of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

D. Amendments:

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Louisiana. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

E. Assignment:

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400036516 by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

F. Termination:

The State of Louisiana has the right to terminate this Participating Addendum, State Contract Number 4400036516, or any purchase order issued pursuant to State Contract Number 4400036516 for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State of Louisiana; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

A Purchase Order, including a recurring service, maintenance, or software subscription or upcoming renewal, may be canceled before delivery or performance with 30 days advanced written notice provided by the Purchasing Entity unless the Purchase Order or any related agreement: (a) expressly provides for a fixed multi-year term and the Purchasing Entity received a discount based on agreement on such multi-year term; or (b) states that the Purchase Order is non-cancellable. Purchase Orders that fall under subsections (a) and/or (b) in the preceding sentence may not be cancelled and any fixed multi-year terms shall continue in effect until the end of such multi-year term. Where cancellation is allowed in accordance with this section, the Purchasing Entity will compensate the Contractor up to the date of the cancellation notice for expenses incurred, if any. Any Purchase Order cancellation will not impact the Participating Addendum or Master Agreement. Notwithstanding the foregoing, a Purchase Order with a multi-year term may be canceled, without penalty to the State, if the basis for the cancelation is the insufficient appropriation of funds by the Louisiana Legislature to support performance or fulfill the requirements of the Purchase Order in any succeeding fiscal period.

Termination for Cause:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400036516, or any purchase order issued pursuant to State Contract Number 400036516 for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516 provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within 30 days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516 shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience:
The State of Louisiana may terminate this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516 for convenience at any time (1) by giving 30 days written notice to the contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

Termination for Non-Appropriation of Funds:
The continuation of this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516; this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The Contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

G. Default of Contractor:
Failure to provide goods and/or services within the time frame(s) specified and according to the other terms and conditions specified in this Participating Addendum and State Contract Number 400036516 constitutes a default by the Contractor and may cause cancellation of this Participating Addendum, State Contract Number 400036516, or any

purchase order issued pursuant to State Contract Number 400036516. Where the State has determined the Contractor to be in default the State reserves the right to purchase any or all products or services covered by this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516 on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting Contractor will be considered.

H. Governing Law:
This Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516 shall be governed by and interpreted in accordance with the laws of the State of Louisiana; specifically, the Louisiana Procurement Code (La. R.S. 39:1551-1755) and its corresponding rules and regulations and, to the extent applicable, the Information Technology Procurement Code (La. R.S. 39:196-200) and its corresponding rules and regulations.

Venue of any action for judicial review brought with regard to this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516, after exhaustion of administrative remedies, shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana, which shall exercise its appellate jurisdiction in accordance with the Louisiana Procurement Code.

I. Taxes:
Any taxes, other than State and local sales and use taxes from which the State of Louisiana is exempt, shall be assumed to be included within the total cost.

J. Electronic Vendor Payment Solutions:
The State desires to make payments electronically. The methods of payment may be via the State's LaCarte card (procurement card) or EFT payments sent directly from the State's bank directly to the payee's bank. See **Attachment A-Electronic Vendor Payment Solutions** of this Participating Addendum for additional information regarding electronic payment methods.

K. Late Payments:
Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

L. Prohibition Against Advance Payments:
No compensation or payment if any nature shall be made in advance of the delivery of the contract commodities or in advance of services actually performed, unless allowed by law or otherwise stated herein.

M. Public Information:
For the purposes of this Participating Addendum, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect.

N. Contract Controversies:
Any claim or controversy arising out of this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516, shall be resolved by the provisions of La. R.S. 39:1671-1673, as applicable.

O. Code of Ethics:

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516. The Contractor agrees to immediately notify the State of Louisiana if potential violations of the Code of Governmental Ethics arise at any time during the term of this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516.

P. Right to Audit:

The State of Louisiana Legislative Auditor, Federal Auditors and Internal Auditors of the Louisiana Division of Administration (DOA), or others so designated by the DOA, shall have the option to audit all Contractor accounts directly pertaining to this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516 for a period of five years from the date of final payment made under this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516 or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

Q. Record Retention:

The Contractor shall maintain all records in relation to this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516 for a period of at least five years after final payment.

R. Contractors Cooperation/Close-Out:

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516 is terminated and/or a lawsuit is filed.

Upon the State's request during the term of this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516 and upon expiration or termination of this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516, the Contractor will return all State Data to the State in an open, non-proprietary, machine-readable format, as defined by the State, that does not require any proprietary software to access, read, or use. The Contractor must provide the State with copies of all relevant data, documentation, or other pertinent information necessary, as determined by the State, in the format requested by the State, in order to comply with its obligations under this Paragraph.

Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

S. Contractor's Certification of No Federal Suspension or Debarment:

By signing this Participating Addendum, the Contractor certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in

Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Participating Addendum and State Contract Number 400036516 and debarment from future contracts.

T. Secretary of State Registration Requirement:

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

U. Prohibition of Discriminatory Boycotts of Israel:

In accordance with La. R.S. 39:1602.1, for any contract with a value of $100,000 or more and for any Contractor with five or more employees, the Contractor, or Subcontractor, shall certify that it is not engaging in a boycott of Israel and shall, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State of Louisiana reserves the right to terminate this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516, if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516.

V. Prohibition of Companies that Discriminate Against Firearm and Ammunition Industries:

In accordance with La. R.S. 39:1602.2, the following applies to any contract with a value of $100,000 or more involving a for-profit company with at least 50 full-time employees:

Unless otherwise exempted by law, by entering into this Participating Addendum, the Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;

2. The company will not discriminate against a firearm entity or firearm trade association during the term of this Participating Addendum and State Contract Number 400036516 based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to terminate this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number

400036516, if this certification is subsequently determined to be false, or if the certification is no longer true.

W. E-Verify:
The Contractor shall comply with the provisions of La. R.S. 23:995 and Federal Law pertaining to E-Verify in the performance of services under this Participating Addendum and State Contract Number 400036516.

X. CyberSecurity Training:

a. In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance upon request. The Contractor must use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

b. For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

Y. Security:
Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at: https://www.doa.la.gov/doa/ots/about-us/infosec/, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. The Contractor is responsible for reporting to the State any known breach of security, Data Breach or Security Event as defined in the OTS Information Security Policy, no later than 24 hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.

Z. Insurance Requirements:
Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, in accordance with the Master Agreement. The Certificate of Insurance shall list the State of Louisiana as an additional insured and certificate holder. The Contractor shall maintain the insurance for the full term of this Participating Addendum, State Contract Number 400036516, or any purchase order issued pursuant to State Contract Number 400036516. Failure to comply shall be grounds for termination of this Participating Addendum, State Contract Number 400036516 or any purchase order issued pursuant to State Contract Number 400036516.

AA. Cloud Environment Provisioning and State Take-Over:
See **Attachment B-Cloud Environment Provisioning and State Take-Over,** of this Participating Addendum.

9. Louisiana Pricing Schedule ("LAPS") Contract

State Contract Number 400036516 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing State Contract Number 400036516.

10. Primary Contacts

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

SHI International Corp.

Name	Katelyn Rispoli
Address	300 Davidson Avenue Somerset, NJ 08873
Telephone	732-584-8425
E-mail	Katelyn_rispoli@shi.com

State of Louisiana

Name	Felicia Sonnier
Title	Deputy Director
Address	Office of State Procurement 1201 North 3rd Street Claiborne Building, Suite 2-160 Baton Rouge, LA 70802
Telephone	225-342-8029
Fax	225-342-9756
E-mail	felicia.sonnier@la.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

11. Signature Authority

Evidence of signature authority to contract with the state of Louisiana must be provided. One of the following must apply to the Contractor:

a) The signer of this Participating Addendum is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**

b) The signer of this Participating Addendum is a representative of the Contractor authorized to sign this Participating Addendum as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**

c) The Contractor has filed with the Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to sign this Participating Addendum. **A copy of the applicable document must be submitted to the Office of State Procurement before finalization of this Participating Addendum.**

d) The signer of this Participating Addendum has been designated by the Contractor as authorized to sign this Participating Addendum on the Contractor's vendor registration on file with the Louisiana Office of State Procurement.

12. Authorized Distributors

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

In order to be added to State Contract Number 400036516 as an Authorized Distributor, the distributor must meet the following requirements:

a) Be approved and added to the Contractor's Approved Distributor Listing;
b) Be enrolled in the State of Louisiana LaGov Vendor System;
c) Be registered and in good standing with the Louisiana Secretary of State's office;
d) Have no suspensions or debarments listed on the General Services Administration's website (www.sam.gov)

13. Purchase Orders

Any Purchase Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Participating Addendum and/or State Contract Number 400036516 shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Purchase Order agree in writing that another contract or agreement applies to such Purchase Order.

Each Purchase Order must include a Statement of Work (SOW) Attachment; Service Level Agreement (SLA) Attachment; Transition Plan Attachment; and, if applicable, an End User License Agreement (EULA).

14. Entire Agreement

This Participating Addendum and the NASPO ValuePoint Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter and supersedes all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO ValuePoint Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this

Participating Addendum and the NASPO ValuePoint Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Participating State: State of Louisiana	Contractor: SHI International Corp.
Signature: Felicia M. Sonnier, Deputy Director	Signature: Paul Linhardt
Name: for Amy L. Vincent	Name: Paul Linhardt
Title: Director of State Procurement	Title: Sr. Lead Contracts Specialist
Date: 9/1/2026	Date: 09/01/2026

ATTACHMENT A – Electronic Vendor Payment Solutions

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of $5,000 and under, and where feasible, over $5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Purchase orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Police at: DOA-OSRAP-EFT@la.gov

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

Please check which option you will accept or indicate if you are already enrolled.

Payment Type	Will Accept	Already Enrolled
LaCarte	______	______
EFT	______	______

Paul Linhardt

Printed Name of Individual Authorized

Paul Linhardt

Authorized Signature for payment type chosen

09/01/2026

Date

Contracts@shi.com

Email address and phone number of authorized individual

ATTACHMENT B - Cloud Environment Provisioning and State Take-Over

1. Purpose and Construction

This Attachment establishes the requirements governing how the Contractor provisions, operates, and, upon Close-Out, relinquishes to the State the cloud computing environment used to deliver the Services under this Participating Addendum, State Contract Number 400036516 and any Purchase Order issued pursuant to State Contract Number 400036516. The take-over rights and obligations in this Section are elective per Purchase Order and apply to a Purchase Order only to the extent the Take-Over Option is enabled for that Purchase Order under Section 3. This Attachment supplements, and is in addition to, the Data Ownership, Import and Export of Data, and Termination provisions of the NASPO ValuePoint Cloud and Software Solutions Master Agreement Number LS5021 (the "Master Agreement"). In the event of a conflict between this Section and the Master Agreement, the provision that is more protective of the State's ownership of, access to, and control over its Data and Environment shall govern to the extent permitted by the Master Agreement.

2. Definitions

For purposes of this Section, the following terms have the meanings set forth below. Capitalized terms not defined in this Section have the meanings given in the Master Agreement.

- **"Public Cloud Platform"** means the underlying commercial cloud infrastructure-as-a-service and/or platform-as-a-service environment (for example, Amazon Web Services, Microsoft Azure, or Google Cloud Platform) on which the Services are provisioned.

- **"Container"** means the discrete, logically isolated tenancy construct within the Public Cloud Platform in which the Services and the State's Data reside and are administered, including, as applicable to the relevant Public Cloud Platform, an account, subscription, project, organization, management or payer account, tenant, or equivalent construct, together with all resources, configurations, and access controls provisioned within it.

- **"Environment"** means the Container together with all infrastructure, platform resources, applications, configurations, networking, identity and access management, encryption keys and key management resources, certificates, secrets, data stores, and State Data provisioned, deployed, or stored within it in connection with the Services.

- **"State-Managed Container"** means a Container owned by, and established under the name and billing arrangement of, the State (or its designee), within which the Contractor provisions and operates the Services under delegated administrative access.

- **"Contractor-Managed Container"** means a Container owned by, established under the name of, and billed to the Contractor (or its subcontractor), within which the Contractor provisions and operates the Services on behalf of the State.

- **"Provisioning Model"** means, for a given Order, whether the Services are delivered in a State-Managed Container or a Contractor-Managed Container.

- **"Take-Over Readiness"** means the minimum architectural and operational conditions, described in Section 5(d), that allow the State to exercise a Take-Over without material re-architecture of the Environment.

- **"Infrastructure-as-Code"** or **"IaC"** means the machine-readable definition files, templates, modules, scripts, and pipeline configurations (for example, Terraform, CloudFormation, or Ansible) used to provision, configure, and manage the Environment.

- **"Configuration Artifacts"** means all materials reasonably necessary to understand, rebuild, operate, and maintain the Environment, including IaC; architecture and network diagrams; runbooks and operational procedures; inventories of parameters and secrets (with secret values transferred securely and separately); dependency lists and software bills of materials; data dictionaries; and inventories of all third-party and Public Cloud Platform commitments associated with the Environment.

- **"Close-Out"** means the expiration, completion, non-renewal, cancellation, or termination (for cause or for convenience) of this Participating Addendum, State Contract Number 400036516, or any Purchase Order issued pursuant to State Contract Number 400036516, in whole or in part.

- **"Take-Over"** means the State's assumption of ownership, administrative control, and operational responsibility for the Environment, accomplished either (a) by transfer of the existing Container to the State (an "In-Place Take-Over") or (b) by migration of the Environment into a Container designated by the State (a "Migration Take-Over").

- **"Take-Over Option"** means, collectively, the rights and obligations set forth in Sections 4 through 10, which apply to a Purchase Order only when enabled for that Purchase Order under Section 3.

- **"Take-Over-Enabled Order"** means a Purchase Order for which the Take-Over Option is enabled under Section 3.

- **"Take-Over Election"** means the State's written exercise of its option to require a Take-Over under Section 6.

3. Applicability; Per-Purchase Order Election

a. The Take-Over Option applies to a Purchase Order only if that Purchase Order enables it, making the Purchase Order a Take-Over-Enabled Purchase Order. The State may enable or disable the Take-Over Option for each Purchase Order, in its sole discretion, and shall be documented as such in any associated Statement of Work.

b. If a Purchase Order does not state whether the Take-Over Option is enabled, the Take-Over Option shall be deemed **disabled** for that Purchase Order.

c. For each Take-Over-Enabled Purchase Order, Sections 4 through 10 apply in full to that Purchase Order.

d. For a Purchase Order in which the Take-Over Option is not enabled, Sections 4 through 10 do not apply to that Purchase Order, and the Contractor's obligations at Close-Out are governed solely by the Data Ownership, Import and Export of Data, and Termination provisions of the Master Agreement and this Participating Addendum. Disabling the Take-Over Option does not relieve the Contractor of those baseline Master Agreement or Participating Addendum obligations.

e. The State may enable or disable the Take-Over Option for a Purchase Order at any time during the term by written notice to the Contractor given not less than 30 days before the change is to take effect. If the State enables the Take-Over Option for a Purchase Order that was provisioned without Take-Over Readiness, the Contractor shall use commercially reasonable efforts to bring the Environment into a take-over-ready state; any incremental, documented cost to do so shall be handled under Section 9(c), and the Contractor shall not unreasonably withhold, delay, or price such readiness work.

4. Provisioning Model

a. Each Purchase Order or Statement of Work issued under this Participating Addendum shall specify the Provisioning Model. If no Provisioning Model is specified, the Services shall be deemed provisioned in a **Contractor-Managed Container**.

b. Regardless of Provisioning Model, the State at all times retains sole ownership of all State Data consistent with the Data Ownership provisions of the Master Agreement. No Provisioning Model shall be construed to grant the Contractor or any subcontractor any ownership interest in State Data or in the Configuration Artifacts specific to the State's Environment.

c. For each Take-Over-Enabled Purchase Order, the Contractor shall architect and operate every Environment, under either Provisioning Model, so that it is capable of Take-Over by the State at Close-Out without dependence on any Contractor-proprietary tooling, undocumented configuration, or access that the State cannot itself obtain or replace. The Contractor shall avoid, and shall disclose to the State in advance, any design element, license, or Public Cloud Platform commitment that would impair, delay, or add cost to a Take-Over.

5. Operating Requirements During the Term

a. For each Take-Over-Enabled Purchase Order, subsections (a) through (c) apply during the term. The Take-Over Readiness obligations in subsection (d) also apply to Purchase Orders for which the Take-Over Option is not enabled, if and to the extent elected under Section 3(e).

b. *State-Managed Container.* Where the Services are provisioned in a State-Managed Container: (i) the State (or its designee) shall hold the root/owner credentials and the master billing relationship for the Container; (ii) the Contractor shall operate only under role-based, least-privilege delegated access that the State may audit, suspend, or revoke; (iii) the Contractor shall not establish any configuration, lock, enterprise agreement, or dependency that would prevent the State from exercising full administrative control of the Container at any time; and (iv) the Contractor shall maintain all Configuration Artifacts in a repository owned by, or continuously accessible to, the State.

c. *Contractor-Managed Container.* Where the Services are provisioned in a Contractor-Managed Container: (i) the Contractor shall maintain the State's Environment in a dedicated, logically segregated Container that is not commingled with the Contractor's other customers or workloads; (ii) the Contractor shall maintain current Configuration Artifacts and an Environment inventory sufficient to permit transfer or reconstitution of the Environment; (iii) the Contractor shall identify, and keep current, a written list of all elements of the Environment that are not transferable to the State and the steps required to replace them; and (iv) the Contractor shall not encumber the Container with any commitment, lien, or third-party right that would impair a Take-Over.

d. Throughout the term, the Contractor shall prepare, maintain, and keep current a Take-Over Plan as described in Section 8.

e. *Take-Over Readiness.* "Take-Over Readiness" means, at minimum, that the Contractor: (i) implements no Contractor-proprietary lock-in, undocumented configuration, or access dependency that the State cannot itself obtain or replace; (ii) keeps all State Data exportable in a usable format at any time; (iii) maintains a current inventory of Environment elements that are not transferable to the State and the steps required to replace them; and (iv) keeps Configuration Artifacts current.

6. State Take-Over Option

a. For each Take-Over-Enabled Purchase Order, the State shall have the unilateral option, exercisable in its sole discretion, to require a Take-Over of the Environment upon any Close-Out. The State may exercise this option by delivering a Take-Over Election to the Contractor not later than 30 days before a scheduled expiration, or within 30 days after the State gives or receives notice of termination, or within such other period as the parties agree in writing.

b. In its Take-Over Election, the State shall designate whether the Take-Over shall be an In-Place Take-Over or a Migration Take-Over and, for a Migration Take-Over, the destination Container.

c. If the State does not deliver a Take-Over Election, the Contractor shall proceed under the Data Export, Data-Retention, and Secure-Disposal provisions of the Master Agreement. The State's election not to require a Take-Over does not relieve the Contractor of its Transition Assistance or Data return and disposal obligations.

d. A Take-Over Election may be exercised in whole or in part, by Purchase Order, application, or workload.

7. Execution of Takeover

a. Upon a Take-Over Election, the Contractor shall, at the times and in the manner set out in the Take-Over Plan, and while maintaining all applicable Service Levels and the confidentiality and security of State Data:

b. *In-Place Take-Over - Transfer of Container.* Transfer ownership and administrative control of the Container to the State (or its designee), including: (i) transfer of the account, subscription, or project and its master billing relationship to the State's designated billing arrangement; (ii) delivery, and then rotation, of all root/owner and administrative credentials, multi-factor authentication, and access keys; (iii) transfer or re-issuance of all identity and access management principals, roles, and policies; (iv) transfer of control of all encryption keys and key-management resources, certificates, secrets, and DNS records; and (v) removal of all Contractor and subcontractor access, except such access (if any) as the State elects in writing to retain.

c. *Migration Take-Over - Migration to State Container.* Migrate the entire Environment into the Container designated by the State, including all infrastructure, platform resources, applications, configurations, networking, identity constructs, encryption material, and State Data, in a manner that preserves functionality, security posture, and data integrity, and validate the migrated Environment against the source Environment.

d. *Delivery of Configuration Artifacts.* Deliver to the State complete, current, and accurate Configuration Artifacts, including all IaC and pipelines necessary to provision, operate, rebuild, and maintain the Environment without the Contractor.

e. *Knowledge Transfer.* Provide reasonable knowledge-transfer and operational-shadowing support to the State's or a successor service provider's personnel sufficient to assume operation of the Environment.

f. *Third-Party and Platform Commitments.* Identify all third-party software, software-as-a-service, marketplace subscriptions, and Public Cloud Platform commitments (including reserved instances, savings plans, committed-use discounts, and enterprise or marketplace agreements) used in the Environment and, at the State's election, assign, transfer, or novate to the State those that are transferable and remove or replace those that are not, disclosing any resulting cost impact to the State in advance.

g. *Continuity.* Ensure that the Services continue without interruption or material degradation during and after the Take-Over, and that no Take-Over step impairs the State's access to, or the integrity of, State Data.

h. *Acceptance.* Support the State's verification and acceptance testing of the Take-Over and remediate, at no additional cost, any deficiency arising from the Contractor's failure to deliver a complete, operable, and documented Environment.

8. Take-Over Plan

a. For each Take-Over-Enabled Purchase Order, within 60 days after the effective date of the first Purchase Order issued under this Participating Addendum and State Contract Number 400036516, and updated at least annually and upon any material change to the Environment, the Contractor shall prepare and maintain a written Take-Over Plan describing, for the applicable Provisioning Model: the Container structure and Public Cloud Platform; the credential, billing, and access-transfer procedures; the IaC and Configuration Artifact inventory and storage location; the sequence, responsible roles, and estimated durations for both an In-Place Take-Over and a Migration Take-Over; any non-transferable elements and their replacement steps; and the rollback and continuity measures.

b. The Contractor shall make the Take-Over Plan available to the State upon request and shall, upon the State's reasonable request not more than once per year, participate in a Take-Over readiness review or test.

9. Costs

a. The Contractor shall export and extract State Data, in a format usable without the Services, at no additional cost to the State.

b. For a Take-Over-Enabled Purchase Order, the transfer of a Container under an In-Place Take-Over, the delivery of Configuration Artifacts, and the removal of Contractor access shall be performed at no additional charge beyond ordinary Services fees.

c. Additional Take-Over services involving knowledge transfer, migration engineering, or extended support may be provided under a separate transition Statement of Work. Any such services shall be charged at rates not exceeding the rates set forth in the Master Agreement or this Participating Addendum, and the Contractor shall provide a written estimate before performing any chargeable work.

d. From the effective time of an In-Place Take-Over, Public Cloud Platform consumption charges for the transferred Container shall be billed to the State's designated billing arrangement.

10. Data During and After Take-Over

a. For a Take-Over-Enabled Purchase Order, the Contractor shall not intentionally erase or render inaccessible any State Data except in accordance with the data-retention windows in the Termination provisions of the Master Agreement, and in no event before the State confirms in writing the successful completion of the Take-Over or its election not to require a Take-Over.

b. Upon the State's written confirmation, the Contractor shall securely dispose of all residual State Data and Configuration Artifacts remaining in the Contractor's possession or in any Contractor-Managed Container, in accordance with the Data disposal requirements of the Master Agreement, and shall certify such disposal to the State in writing.