

**Participating Addendum
for
Cloud and Software Solutions
between
State of Missouri
and
Flairsoft Ltd**

This Participating Addendum is entered into by the State of Missouri ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number LS4995, executed by Contractor and Utah ("Lead State") for Cloud and Software Solutions ("Master Agreement"):

Flairsoft Ltd ("Contractor")
110 Northwoods Blvd, Suite C
Columbus, OH 43235

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Nick Kulshrestha
nick@flairsoft.net
614-519-8734

Participating Entity's contact for this Participating Addendum is:

Jacqueline Satterlee
jacqueline.satterlee@oa.mo.gov
(573) 751-4925

- 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 upon termination of the Master Agreement on **September 15, 2036**, 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. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. 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 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.

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the State of Missouri Contract 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.
- VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** The Participating Entity Administrative Fee requirements are included in the State of Missouri Contract Document.
- 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 Participating Entity will identify information technology standards for each individual Order
- X. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a.** Attachment 1, Economic Impact
- XI. NOTICE.** Any notice required herein shall be sent to the following:
- | | |
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| For Contractor: | For Participating Entity: |
| Nick Kulshrestha
nick@flairsoft.net
614-519-8734 | Jacqueline Satterlee
jacqueline.satterlee@oa.mo.gov
(573) 751-4925 |
- 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:

PARTICIPATING ENTITY:

Participating Addendum for Cloud and Software Solutions
Between **State of Missouri** and
Flairsoft Ltd

Nick Kulshrestha
Signature

Nick Kulshrestha
Printed Name

Sr VP
Title

08/17/2026
Date

Stacia Dawson
Signature

Stacia Dawson
Printed Name

Director
Title

9/3/24
Date

ATTACHMENT 1

MISSOURI ECONOMIC IMPACT

The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under the agreement between the State of Missouri and the vendor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

Flairsoft does not have an office within the State of Missouri. However, we have utilized Subcontractors who are located in the State of Missouri. The details of the utilized subcontractors are as below:

- Willbros Professional Services, 3100 Broadway, Suite 711, Kansas City MO 64111
- Pro IT Inc, 1415 Elbridge Payne Rd Suite 268, Chesterfield MO 63017
- Strategic IT Experts Inc, 13975 Manchester Road Suite 20, Ballwin MO 63011

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under this agreement.

Flairsoft will provide Cloud and Software Solutions to State of Missouri. Our intent is to use Missourians or subcontractors based in the State of Missouri, supplemented and managed as needed by senior Flairsoft resources.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

To provide Cloud and Software Solutions to State of Missouri we are planning to use Missourians or subcontractors based in the State of Missouri as noted above. This will provide tax revenue to the State of Missouri.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

Flairsoft is MBE certified with the State of Missouri. Flairsoft promotes a professional and collaborative work environment supported by policies on ethical conduct, equal employment opportunity, and performance management to ensure high-quality service delivery. We have used MBE/WBE vendors and our intent is to promote and use MBE/WBE vendors from the State of Missouri.

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

In order to provide Cloud and Software Solutions to the State of Missouri, we do not anticipate use of any Blind or any Missouri Sheltered Workshops. However, Flairsoft will promote such organizations if we get an opportunity that facilitates the use of these resources.

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information> you will use in the provision of products and services under the contract:

Flairsoft promotes a professional and collaborative work environment supported by policies on ethical conduct, equal employment opportunity, and performance management to ensure high-quality service delivery. We have used SDVE's earlier in our projects and our intent is to use and promote Missouri Service-Disabled Veteran Business Enterprises.