PARTICIPATING ADDENDUM

WASHINGTON CONTRACT NO.: 12425

FOR THE

STATE OF WASHINGTON

TO JOIN THE

NASPO VALUEPOINT

COOPERATIVE PURCHASING CONTRACT NO. LS4986

Competitively solicited, awarded, and administered by the
State of Utah "Lead State"

FOR

CLOUD & SOFTWARE SOLUTIONS

AWARDED TO

CHERRYROAD TECHNOLOGIES, INC.

This Participating Addendum for the above referenced NASPO ValuePoint Cooperative Purchasing Contract is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and CherryRoad Technologies, Inc., a Florida corporation ("Contractor") and is dated and effective as of October 5, 2026.

RECITALS

A. The Washington State Legislature created Enterprise Services to function, in part, as Washington State's central procurement authority for goods and/or services and authorized Enterprise Services to enter into contracts on behalf of the State to provide goods and/or services for state agencies and other designated entities. *See* RCW 43.19.005 and 43.19.011; *see also*, RCW 39.26.050.

B. The Washington State Legislature further authorized Enterprise Services, on behalf of the State of Washington, to participate in cooperative purchasing agreements with designated entities (e.g., other states engaged in public procurement for goods and/or services) to utilize their competitively solicited and awarded contracts to procure goods and/or services and to make such contracts available to Washington state agencies and designated eligible purchasers, to function as enterprise procurement solutions, consistent with terms and conditions set forth by Enterprise Services. *See* RCW 39.26.060.

C. The above-referenced Cooperative Purchasing Contract is the result of a competitive solicitation process undertaken by the above-referenced Lead State, in collaboration with

NASPO ValuePoint, which is a division of the National Association of State Procurement Officials (NASPO), a non-profit public procurement association.

D. Enterprise Services timely provided public notice of the Lead State's competitive solicitation process through Washington's Electronic Business Solutions system which functions, in part, as Washington's bid notification system. *See* RCW 39.26.150.

E. The Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Cooperative Purchasing Contract to Contractor. Accordingly, Contractor is authorized, pursuant to such Cooperative Purchasing Contract, to enter into a Participating Addendum with interested Participating States.

F. Enterprise Services, on behalf of the State of Washington, has determined that, as conditioned by this Participating Addendum, participating in the Cooperative Purchasing Contract, as a Participating State, is in the best interest of the State of Washington.

G. Accordingly, this Participating Addendum enables Purchasing Entities, as defined herein, to utilize the Cooperative Purchasing Contract, as conditioned by this Participating Addendum, to purchase goods and/or services as set forth in the Cooperative Purchasing Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. DEFINITIONS.

1.1. *Contract Usage Agreement*: An agreement between *Enterprise Services* and specified entities that enables such entities to utilize *Enterprise Procurement Solutions* developed and/or identified by Enterprise Services.

1.2. *Contractor*: The entity identified above who, pursuant to a competitive solicitation conducted by the *Lead State*, was awarded a *Cooperative Purchasing Contract* and, as such, is authorized to enter into a *Participating Addendum* with a *Participating State*.

1.3. *Cooperative Purchasing Contract (or NASPO ValuePoint Master Agreement)*: The above-referenced contract for goods and/or services that was competitively solicited and awarded by the *Lead State* to *Contractor* and which, pursuant to a *Participating Addendum* between *Contractor* and *Participating State*, may be utilized by *Purchasing Entities* identified by the *Participating State* to purchase specified goods and/or services.

1.4. *Enterprise Procurement Solution(s)*: A procurement solution for goods and/or services developed or identified by *Enterprise Services*, on behalf of the State of Washington, that may be utilized by Washington state agencies and other specified purchasing entities to purchase specified goods and/or services. Pursuant to this *Participating Addendum*, the *Cooperative Purchasing Contract* is an *Enterprise Procurement Solution*.

1.5. *Enterprise Services*: The Washington State Department of Enterprise Services, a

Washington state governmental agency.

1.6. *Lead State*: The state identified above that conducted the competitive solicitation and awarded the *Cooperative Purchasing Contract* to *Contractor*.

1.7. *Participating Addendum*: This agreement between *Contractor* and *Participating State*.

1.8. *Participating State*: The State of Washington.

1.9. *Purchase Order*: Any document used by *Purchasing Entities* to purchase goods and/or services under an *Enterprise Procurement Solution* from a *Contractor*.

1.10. *Purchasing Entity(ies)*: Any purchaser authorized by *Enterprise Services* to utilize the *Cooperative Purchasing Contract* through this *Participating Addendum*. Such purchasers are limited to (i) Washington state agencies and Washington state institutions of higher education; and (ii) entities who have executed a *Contract Usage Agreement* with *Enterprise Services*. *See* § 4 – Participation.

1.11. *Product or Products and Services:* means any equipment, software (including Embedded Software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Participating Addendum. The term Product includes goods and services.

1.12. *Third Party Provider: A* Third-party Provider is an entity that is not a Contractor and does not hold a Master Agreement. It enters into a Third-party Provider Agreement with a Contractor, approved by the Lead State, allowing its products or services to be offered under the Contractor's Master Agreement. The Third-party Provider is bound by all terms, conditions, and requirements of the Master Agreement, including security, insurance, and Order of Precedence.

1.13. *WEBS*: The Washington Electronic Business Solutions system administered by *Enterprise Services*. *See* RCW 39.26.150.

2. Participating Addendum Term & Termination. This Participating Addendum shall commence on the effective date of this Participating Addendum and continue until the expiration of the term set forth in the Cooperative Purchasing Contract or earlier termination of the Cooperative Purchasing Contract by the Lead State; *Provided*, however, that Enterprise Services may terminate this Participating Addendum: (a) if, following thirty (30) days written notice by Enterprise Services to Contractor setting forth Contractor's breach, such breach is not cured; (b) upon written notice to Contractor, in the event of Contractor's breach of any representation and warranty set forth in this Participating Addendum; or (c) upon sixty (60) days prior written notice, in the event of termination for convenience. Termination of this Participating Addendum, however, shall not affect rights or obligations accrued or wed before the effective date of the termination notice. In addition, termination of this Participating Addendum shall not relieve any Purchasing Entity of its responsibility to pay for goods and/or services timely ordered by such Purchasing Entity and provided to Purchasing Entity by Contractor.

3. SCOPE. This Participating Addendum covers the Cooperative Purchasing Contract awarded to Contractor.

3.1. IMPLEMENTATION. Contractor providing customization, deployment, integration, and

implementation services to Purchasers shall include all terms and conditions from this PA and the Master Agreement into the underlying agreements for the provision of Products by Direct Service Providers, Fulfillment Partners, or Third-Party Providers so that all Purchasers receive Products under substantially similar terms without having to renegotiate with each individual software provider.

3.2. RESALE AND DISTRIBUTION. Contractor providing Products through resale and distribution, without involvement as an implementor, or integrator shall include all obligations from this PA and the Master Agreement into the underlying agreements for the provision of Products by Direct Service Providers, Fulfillment Partners, or Third-Party Providers so that all Purchasers receive Products under substantially similar terms without having to renegotiate with each individual software provider.

4. EULAS AND OTHER THIRD PARTY AGREEMENTS. Contractor shall make available to Enterprise Services the underlying agreements with the Fulfillment Partners or Third-party Providers for Enterprise Services to host for request from Purchasing Entities. This includes, at a minimum, the End User Agreements and Service Level Agreements that Purchasing Entities must agree to receive the Products.

5. SECURITY. A SOC 2 Type II attestation is the required method approved by the State for IaaS, SaaS, PaaS Products.

6. SECURITY INCIDENT REPORTING. Contractor, or any third party providing services to a Purchasing Entity through this Contract Usage Agreement, shall notify both the Purchasing Entity and appropriate federal and Washington state agencies of any security breach involving data provided by a Purchasing entity within the shorter of 72 hours or the time required by federal or Washington state law.

7. GENERATIVE AI PRODUCTS. The following terms and conditions apply to purchases involving Generative AI:

7.1. Definition. Generative AI ("Gen AI") is a technology that can create content, including text, images, audio, or video, when prompted by a user. Generative AI systems learn patterns and relationships from large amounts of data, which enables systems to generate new content that may be similar, but not identical, to the underlying training data.

7.2. Notification. Contractor, Third Party Provider, Fulfillment Partner, or software provider must notify Purchaser if the Product or Services includes, uses, or makes available any GenAI including Gen AI from third parties or subcontractors. Contractor, Third Party Provider, Fulfillment Partner, or software provider must provide: the model name, product owner, product description, use case, and the intended information use for the GenAI included in Contractor's services. Purchaser reserves the right to terminate any Contract that presents an unacceptable level of risk.

7.3. Assessment of GenAI modifications. Contractor, Third Party Provider, Fulfillment Partner, or software provider shall notify Purchaser within [30] days of any modification made to the Generative AI system itself or to the data collection process (including new training data) that informs the model with a plain text detail of the changes made and the impact of the changes. Upon Purchaser

request, Contractor, Third Party Provider, Fulfillment Partner, or software provider shall provide reasonable access to Purchaser or its designated representative to assess the extent of the changes and impact on Purchaser's use.

7.4. Undisclosed AI Use. Contractor, Third Party Provider, Fulfillment Partner, or software provider shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by Purchaser.

7.5. Ownership of AI output. Data Ownership and Use. Purchasing Entity data ("Data") includes data collected, used, processed, stored, or generate as the result of the use of the Services. Data is and shall remain the sole and exclusive property of Purchasing Entity. Contractor is provided a limited, non-exclusive license to access and use Data solely for performing its obligations under the Contract.

7.6. Use of Purchaser Data for Training. Contractor, Third Party Provider, Fulfillment Partner, or software provider shall not incorporate any Purchaser data into GenAI training data and shall not use Purchaser data to train, tune, maintain, improve, or develop GenAI, except with the express written authorization from the Purchaser specifying the Purchaser data that may be used along with the acceptable scope of such usage.

7.7. Testing. Contractor, Third Party Provider, Fulfillment Partner, or software provider shall perform annual testing to identify any indications of inaccuracies, biases, or unequal outcomes that may arise from the system and provide result summaries to Purchaser. If indications of inaccuracies, biases, or unequal outcomes are discovered by Contractor, Contractor shall provide a detailed response to Purchaser with the details of the discovered issues and process for addressing those issues.

7.8. Transparency of Records. Upon advance written request, Contractor, Third Party Provider, Fulfillment Partner, or software provider shall grant Purchaser or its designated representative reasonable access to the Services' operational documentation, records, and databases. Contractor shall allow Purchaser reasonable access to training data; algorithm; inputs; outputs; and audit trails, logs, or hashes that document the inputs and outputs in its Gen AI process and other related operational data related to this Contract, at no cost to Purchaser.

7.9. Audit. In the event of a security incident or breach, Contractor, Third Party Provider, Fulfillment Partner, or software provider shall produce audit trails, logs, or hashes that document the inputs and outputs in its Gen AI process that are contained in system logs.

7.10. IP Rights. Contractor, Third Party Provider, Fulfillment Partner, or software provider shall ensure that it has obtained all necessary consents, permissions, and licenses from data subjects and third parties to use the GenAI for this Contract. Subject to Section 11, Contractor represents and warrants, it will have the appropriate U.S. Intellectual Property Rights associated with any GenAI used in the Deliverables provided under the Contract.

8. **PARTICIPATION.** Pursuant to this Participating Addendum, the Cooperative Purchasing Contract may be utilized by the following Purchasing Entities:

8.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

8.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any of the following specific institutions of higher education (colleges) in Washington:

(a) State universities – i.e., University of Washington & Washington State University;
(b) Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
(c) Evergreen State College;
(d) Community colleges; and
(e) Technical colleges.

8.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities who have executed a Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
- Federal governmental agencies or entities;
- Certain public benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding; and
- Federally recognized Indian Tribes located in the State of Washington.

By placing Purchase Order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Cooperative Purchasing Contract. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

9. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO THE COOPERATIVE PURCHASING CONTRACT.

9.1. CONTRACTOR REGISTRATION. Contractor promptly shall complete the following within seven (7) days of execution of this Participating Addendum:

(a) WEBS REGISTRATION: Contractor shall register in Washington's WEBS System at WEBS. Contractor further shall ensure that all of its information therein is current and accurate and that, throughout the term of this Participating Addendum, Contractor shall maintain an accurate profile in WEBS.

(b) STATEWIDE PAYEE DESK REGISTRATION: Contractor shall register with Washington's Statewide Payee Desk and receive a statewide vendor registration number. Washington state agencies cannot make payments to Contractor until Contractor is registered. Registration materials are available here: Receiving Payment from the State.

9.2. CONTRACT SALES REPORTING. Contractor shall report quarterly to Enterprise Services total Cooperative Purchasing Contract sales made to Purchasing Entities authorized

by this Participating Addendum, as set forth below.

(a) REPORTING. Contractor shall report quarterly sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

(b) PURCHASING ENTITY USAGE DATA. Each sales report also must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. If there are no sales during the reporting period, Contractor must report zero sales. Refer sales reporting questions to the Primary Contact set forth below.

(c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

9.3. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all Cooperative Purchasing Contract sales authorized by this Participating Addendum. The purchase price is the total invoice price less applicable sales tax.

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0150.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on contract sales reported to Enterprise Services by Contractor. Contractor shall not remit VMF payment until it receives an invoice from Enterprise Services. Payment must be received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor's VMF payment to Enterprise

Services must reference the invoice number.

(d) Contractor's failure accurately and timely to report contract sales Purchasing Entity usage data, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend or terminate this Participating Addendum or exercise any other remedies as provided by law.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

(f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

9.4. NONDISCRIMINATION.

(a) NONDISCRIMINATION REQUIREMENT. During the term of this Participating Addendum, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) OBLIGATION TO COOPERATE. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Participating Addendum pursuant to RCW 49.60.530(3).

(c) DEFAULT. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Participating Addendum, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Participating Addendum in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) REMEDIES FOR BREACH. Notwithstanding any provision to the contrary, in the event of termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable

for damages as authorized by law. Enterprise Services and/or Purchasing Entities shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasing Entities for default under this provision.

9.5. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any Purchase Order is placed by a Participating Entity pursuant to this Participating Addendum. If, at the time of any such Purchase Order, Contractor cannot make such representations and warranties, Contractor shall not process any Purchase Orders and shall notify Enterprise Services, in writing, within three (3) business days of such breach.

(a) QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

(b) TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

(c) LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Participating Addendum all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Participating Addendum.

(d) WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Participating Addendum and the three (3) year period immediately preceding the effective date of this Participating Addendum, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

(e) CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

(f) EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to

sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Participating Addendum, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

(g) WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants that, as required by Washington state law (Laws of 2023, ch. 475, § 919), during the term of this Participating Addendum, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participating Addendum and any Purchasing Entity hereunder similarly may suspend or terminate its use of the Cooperative Purchasing Contract and/or any agreement entered into pursuant to this Participating Addendum.

(h) CERTIFICATION REGARDING RUSSIAN GOVERNMENT CONTRACTS AND/OR INVESTMENTS. Contractor represents and warrants that, as required under Directive of the Governor 22-03, Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. Contractor agrees to include the above certification in any and all Subcontracts into which it enters. Contractor shall immediately notify Enterprise Services if, during the term of this Contract, Contractor no longer complies with this certification. Enterprise Services may immediately terminate this Contract by providing

Contractor written notice if Contractor does not comply with this certification during the term hereof.

9.6. CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES.

(a) CONTRACTOR'S SALES AUTHORITY. Pursuant to this Participating Addendum, Contractor is authorized to provide only those goods/services set forth in the Cooperative Purchasing Contract as conditioned by this Participating Addendum. *See, e.g.*, § 3 – Scope. Contractor shall not represent to any Purchasing Entity that it has any authority to sell any other materials, supplies, services and/or equipment.

(b) PURCHASE ORDERS. To utilize the Cooperative Purchasing Contract, each Purchase Order must include the following information and be submitted to Contractor or its authorized dealer:

1. Each of following contract identification numbers, which are set forth on the first page of this Participating Addendum:
   - Washington Statewide Contract Number; and
   - NASPO ValuePoint Cooperative Purchasing Contract Number;
2. The Purchase Order amount; and
3. Purchaser's contact information (i.e., name, address, telephone number, email).

(c) INVOICES. Contractor must provide a properly completed invoice to Purchasing Entities. All invoices are to be delivered to the address indicated in the applicable Purchase Order. Each invoice must include the following:

1. Each of following contract identification numbers, which are set forth on the first page of this Participating Addendum:
   - Washington Statewide Contract Number; and
   - NASPO ValuePoint Cooperative Purchasing Contract Number;
2. Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management through Washington's Statewide Payee Desk; and
3. The Purchasing Entity's applicable Purchase Order number.

Invoices must be prominently annotated by Contractor with any applicable volume discounts.

9.7. WATECH POLICY & SECURITY COMPLIANCE: Contractor represents and warrants that it shall comply with the Washington Technology Solutions (WaTech) statewide

information technology policies and accessibility, as applicable, for Purchasing Entity and for Contractor's Product(s) procured by Purchasing Entity. Such policies are located on the WaTech website. Prior to final execution of a Washington State agency's Order with a Contractor, the Contractor's Product(s), as implemented by the Washington State agency, may be subject to a security design review performed by Washington Technology Solutions to ensure compliance with WaTech Policies.

9.8. SECURITY DESIGN REVIEW. Contractor shall take commercially reasonable efforts to assist Purchasing Entity in complying with WaTech Security Design Review process and provide any requested information in a timely manner.

9.9. DIGITAL ACCESSIBILITY. If a Purchase under this Contract includes the acquisition, procurement, development, modification or enhancement of public-facing digital content or tools; including websites, applications, and media (Covered Technology), the following requirements shall apply:

(a) All Covered Technology under the Purchase must meet acceptable digital accessibility standards set by WaTech or the Purchasing Entity.
(b) Contractor shall validate compliance with this requirement through either a third-party accessibility validation report, a Vendor Product Accessibility Template (VPAT), or compliance review documentation.
(c) Should the Covered Technology under the Purchase fails to meet the required compliance level, Contractor shall submit a remediation plan addressing all issues identified to the Purchasing Entity. Purchasing Entity may immediately terminate the Purchase by providing the Contractor written notice if the Contractor fails to timely remediate all issues identified.

9.10. LEASE AGREEMENTS. Leasing, renting, or purchasing equipment is not allowed throughout the term of the Cooperative Purchasing Contract.

9.11. AUTHENTICATION. Contractor solution must utilize Enterprise Active Directory (EAD), SecureAccess Washington (SAW), and Transact Washington (TAW) or otherwise comply with 183.20.10 Identity Management/User Authentication Standard for user authentication.

9.12. OFFSHORING OF SOFTWARE DATA. Contractor warrants that the system application solution and the storage of Purchasing Entity Data will be hosted in the United States. No offshoring or offshore access of the system application solution or Purchasing Entity Data is allowed unless expressly permitted in writing by the Purchasing Entity.

9.13. CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning the State of Washington, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract, except with prior written consent of Enterprise Services, or as may be required by law.

9.14. PRODUCT FUNCTIONALITY. Contractor represents and warrants that the operation of the Product shall meet all Purchasing Entity specifications as provided in this Contract and relevant exhibits and attachments following its acceptance by Purchasing Entity. Contractor warrants that it will maintain the Product to meet the

standards set forth in this Contract. If Product is software, Contractor shall repair or replace any aspect or functionality of the Product source code that does not meet applicable specifications as provided herein at no additional charge during configuration. Contractor also represents and warrants that the Product will possess all the features and functions described in the documentation provided to Purchasing Entity under this Contract and that the Product will operate without any defects introduced or caused by the Contractor after a software upgrade or bug fix. Contractor shall immediately correct any Product functionality that is not in compliance with such representations and warranties at no cost to Purchasing Entity.

9.15. NO VIRUSES/MALWARE. Contractor represents and warrants their cloud services do not contain any virus, ransomware, trap door, back door, time bomb, Trojan horse, worm, file infectors, or other malware. Should malicious code be identified before or after deployment of the System, the Contractor must notify the Purchasing Entity, remedy the issue, and provide what was done to remedy the issue to the Purchasing Entity.

9.16. APPLICATION SECURITY. Contractor shall regularly maintain and support its software and subsequent upgrades, updates, patches, and bug fixes such that the software is and remains secure from known vulnerabilities.

9.17. DATA OWNERSHIP, USE AND RECOVERY.

(a) DATA OWNERSHIP AND USE. Purchasing Entity data ("Data") shall include data collected, used, processed, stored, or generated as the result of the use of the Services. Data is and shall remain the sole and exclusive property of Purchasing Entity. Contractor is provided a limited, non-exclusive license to access and use Data solely for performing its obligations under the Contract. Contractor shall: (a) keep and maintain Data in strict confidence and as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Data for Contractor's own purposes or for the benefit of anyone other than Purchasing Entity without Purchasing Entity's prior written consent; and (c) not store, use, and transmit agency Data outside of the United States.

(b) ENCRYPTION. Contractor shall use NIST FIPS approved encryption for the confidentiality and integrity of data at rest and data in transit. Contractors will maintain any validation or attestation reports that the encryption product creates. Any reports are subject to Purchasing Entity's audit in accordance with this Contract.

(c) DATA BACKUP. As part of the Services, Contractor is responsible for maintaining a backup of Data and for an orderly and timely recovery of such Data in the event that the Services may be interrupted. Contractor shall maintain a contemporaneous backup of Data that can be recovered within two (2) hours at any point in time. Use of remote services requires pre-approval by Purchasing Entity's Chief Information Security Officer.

(d) EXTRACTION OF DATA. Contractor shall, within one (1) business day of Purchasing Entity's request, provide Purchasing Entity, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the Data in the format specified by Purchasing Entity.

(e) DISASTER RECOVERY. In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify Purchasing Entity by the fastest means available and also in writing. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform Purchasing Entity of: (a) The scale and quantity of the Data loss; (b) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and (c) What corrective action Contractor has taken or will take to prevent future Data loss. Contractor shall restore continuity of Services to meet the 24 hours Recovery Point Objective (RPO) and 72 hours Recovery Time Objective (RTO). At the commencement of the Contract, Contractor shall provide a copy of its disaster recovery plan and obtain Purchasing Entity's written approval of the disaster recovery plan. Contractor shall annually demonstrate the completion of disaster recovery testing and present a summary of test findings and any resulting remedial actions.

10. **PRIMARY CONTACTS**. The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Participating State	**Contractor**
Attn: Team Cypress State of Washington Washington Dep't. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Tel: (360) 407-2218 Email: descontractsteamcypress@des.wa.gov	Attn: Casey Miller CherryRoad Technologies Inc. 6 Upper Pond Road, Second Floor Parsippany, NJ 07054 Tel: (518) 488-8339 Email: cmiller@cherryroad.com

11. **SUBCONTRACTORS**.

11.1. CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS. Contractor shall be responsible to ensure that all requirements of the Cooperative Purchasing Contract (including, but not limited to, insurance requirements, indemnification, Washington state business registration, etc.) flow down to all Designated Subcontractors. In no event shall the existence of a subcontract between Contractor and its subcontractor operate to release or reduce Contractor's liability to the Participating State or any Purchaser for any breach of the Master Agreement or this Participating Addendum. As to Participating State and Purchasers hereunder, Contractor shall have full and

complete responsibility and liability for any act or omission by Contractor's Designated Subcontractor. Contractor shall remain responsible for performance.

12. **ORDERS:** Unless the parties to the applicable Purchase Order agree in writing that another contract or agreement applies to such Purchase Order, any Purchase Order placed by a Purchasing Entity for goods and/or services available from the Cooperative Purchasing Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Cooperative Purchasing Agreement as conditioned by this Participating Addendum.

13. **GENERAL.**

    13.1. ENTIRE AGREEMENT; MODIFICATION. This Participating Addendum and the Cooperative Purchasing Contract, together, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

    13.2. AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

    13.3. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Participating Addendum or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

    13.4. COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED AND EFFECTIVE as of the date and year first above written.

STATE OF WASHINGTON **DEPARTMENT OF ENTERPRISE SERVICES**		**CHERRYROAD TECHNOLOGIES INC.,**	
By:	Michellee M Jemmott	By:	Stephen Lange Stephen Lange (Oct 6, 2026 13:51:46 EDT)
	Michellee Jemmott		Stephen Lange
Its:	IT Procurement Supervisor	Its:	President & COO
Date:	10/06/2026	Date:	10/06/2026

12425_CherryRoad_Technologies_Final_100526

Final Audit Report 2026-10-06

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