Participating Addendum
for
Cloud and Software Solutions
between
State of North Dakota
and
CherryRoad Technologies Inc.

This Participating Addendum is entered into by State of North Dakota ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number LS4986, executed by Contractor and Utah ("Lead State") for Cloud and Software Solutions ("Master Agreement"):

CherryRoad Technologies Inc. ("Contractor")
6 Upper Pond Road, 2nd Floor
Parsippany, NJ 07054

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Casey Miller
Service Delivery / Sales Manager
cmiller@cherryroad.com
(518) 488-8339

Participating Entity's contact for this Participating Addendum is:

Annie Masset
State Procurement Officer
amasset@nd.gov
701-328-1721

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, established pursuant to North Dakota Century Code (N.D.C.C.) § 54-44.4-13, may be used by all state agencies, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C. ch. 39-04.2, and the International Peace Garden. Participating Entity has sole authority to determine which additional entities authorized by state statute 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. 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 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 Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

V. GOVERNING LAW. This Participating Addendum is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Participating Addendum must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

VI. **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.

VII. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable. Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement 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 order agree in writing that another contract or agreement applies to such order.

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.** Contractor shall comply with applicable Participating Entity enterprise architecture technology standards. Prior to any purchase or starting any work under this Participating Addendum

Third-Party Risk Management Program The Third-Party Risk Management (TPRM) program helps to classify, evaluate, and monitor all third-party Vendors to provide reasonable assurance that inherent and overall risk associated with each third-party Vendor relationship is understood and aligned to the overall security objectives at NDIT. TPRM went into effect on July 1, 2023. The contract is hereby amended to include the following TPRM section:
CONTRACTOR shall undergo the third-party security questionnaire on an annual basis at no cost to the STATE, unless CONTRACTOR has received FedRAMP, StateRAMP, or HiTrust certification.
CONTRACTOR shall provide complete questionnaire within twenty-one (21) calendar days of receiving a

written request. CONTRACTOR shall undergo the third-party security questionnaire when a breach has occurred.

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

a. Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions

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

For Contractor:

Casey Miller
Service Delivery / Sales Manager
cmiller@cherryroad.com
(518) 488-8339

For Participating Entity:

Annie Masset
State Procurement Officer
amasset@nd.gov
701-328-1728

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:

Stephen Lange
Signature

Stephen Lange
Printed Name

President & COO
Title

10/12/26
Date

PARTICIPATING ENTITY:

Annie Masset
Signature

Annie Masset
Printed Name

State Procurement Officer
Title

10/12/2026
Date

Attachment A

Participating Entity Modifications and Additions to Master Agreement Terms and Conditions

1. Coterminous. The term of this Participating Addendum shall be coterminous with the Master Agreement, State of Utah Contract Number LS4986. In the event an order placed under this Participating Addendum has a term identified that extends beyond the effective termination of the Master Agreement, the term of the Order Form shall survive with the terms and conditions of this Participating Addendum and the Master Agreement remaining as the controlling terms and conditions of the Order Form.

2. Subcontractors: All contractors, dealers, and resellers authorized in the State of North Dakota, 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.

3. Confidentiality. Contractor shall not use or disclose any information it receives from Purchasing Entity under this Participating Addendum that Purchasing Entity has previously identified as confidential or exempt from mandatory public disclosure except from mandatory public disclosure except as necessary to carry out the purposes of this Participating Addendum or as authorized in advance by Purchasing Entity. Purchasing Entity shall not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that Purchasing Entity determines in its reasonable discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code (N.D.C.C.) ch. 44-04. The duty of Purchasing Entity and Contractor to maintain confidentiality of information under this section continues beyond the term of this Participating Addendum.

4. Compliance with public records laws. Under the North Dakota public records law and subject to the Confidentiality clause of this Participating Addendum, certain records may be open to the public upon request.

   Public records may include: (a) records Purchasing Entity receives from Contractor under this Participating Addendum, (b) records obtained by either Party under this Participating Addendum, and (c) records generated by either Party under this Participating Addendum.

   Contractor agrees to contact Purchasing Entity immediately upon receiving a request for information under the public records law and to comply with Purchasing Entity's instructions on how to respond to such request.

5. Spoliation. Contractor shall notify Purchasing Entity of all potential claims that Contractor is aware of that arise as a result of Contractor's performance under this Participating Addendum. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Purchasing Entity the opportunity to review and inspect the evidence, including the scene of an accident.

6. Cooperative Purchasing Contract. This Participating Addendum is a cooperative purchasing contract established pursuant to N.D.C.C. § 54-44.4-13. This Participating Addendum is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C. ch. 39-04.2, and the International Peace Garden. Any qualifying entity that issues a Purchase Order against the Master Agreement and this Participating Addendum shall be referred to as a Purchasing Entity. Participation in this open-ended contract is not mandated; therefore, the estimated volume of this Participating Addendum is not known.

7. Insurance. The insurance requirements of the Master Agreement are amended as follows: Contractor shall secure and keep in force during the term of this Participating Addendum and Contractor shall require all subcontractors, prior to commencement of an agreement between Contractor and the subcontractor, to secure and keep in force during the term of this Participating Addendum, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

    1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $2,000,000 per occurrence.

    2) Employer's liability or "stop gap" insurance of not less than $2,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

    The insurance coverages listed above must meet the following additional requirements:

    1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of Contractor.
    2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by Participating Entity. The policies shall be in form and terms approved by Participating Entity.
    3) The duty to defend, indemnify, and hold harmless Purchasing Entity under this Participating Addendum shall not be limited by the insurance required in this Participating Addendum.
    4) The state of North Dakota and its agencies, officers, and employees (State or Participating Entity) shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. Participating Entity shall have all the benefits, rights, and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this Participating Addendum or by the contractual indemnity obligations of Contractor.
    5) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against Participating Entity.
    6) Contractor shall furnish a certificate of insurance to the undersigned Participating Entity representative prior to commencement of this Participating Addendum. All endorsements shall be provided as soon as practicable.
    7) Failure to provide insurance as required in this Participating Addendum is a material breach of contract entitling Participating Addendum to terminate this Participating Addendum immediately.
    8) Contractor shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. Contractor shall provide on an ongoing basis, current certificates of insurance during the term of the Participating Addendum. A renewal certificate will be provided ten (10) days prior to coverage expiration.

8. Indemnification. In addition to any indemnity obligations found within the Master Agreement, Contractor agrees that any attorney appointed to represent Participating Entity must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08.

9. Alternative dispute resolution – jury trial. Participating Entity does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right

to enforce their rights and remedies in judicial proceedings. Participating Entity does not waive any right to a jury trial.

10. Master Price Agreement Number: All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement LS4986.