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PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
CLOUD and SOFTWARE SOLUTIONS (2026-2036)

NASPO MASTER AGREEMENT
Master Agreement No.: LS5002
Insight Public Sector, Inc
(hereinafter "Contractor")
And
Commonwealth of Kentucky
Commonwealth Office of Technology (COT)
(hereinafter "Participating Entity")
Commonwealth Master Agreement #: MA 758 2700000459

This Participating Addendum, ("PA" or "Commonwealth Master Agreement") is entered into, by and between Commonwealth of Kentucky, Commonwealth Office of Technology ("Participating Entity", "Customer", or "COT") and Insight Public Sector Inc ("Contractor", "Vendor", or "Insight").

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Brittany Dunaway
SLEDContracts@insight.com
(480) 366-7029

Participating Entity's contact for this Participating Addendum is:

Jenifer Taylor CPPB, KCPM
Assistant Director
Jenifer.Taylor@ky.gov
502-564-6522

Participating Entity's COT contact for this Participating Addendum is:

Stephanie R. Williams MPA, PMP, CPPO, CPPB, NIGP-CPP
Commonwealth Office of Technology
Chief IT Contracting Officer
StephanieR.Williams@ky.gov
502-234-4898

II. TERM. This Participating Addendum is effective as of the date of the last execution and will terminate upon termination of the NASPO Master Agreement LS5002, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

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This Participating Addendum shall expire on September 15, 2027, with optional annual extensions through September 15, 2036, the expiration date of the NASPO agreement per the NASPO Master Agreement LS5002.

PARTICIPATION AND USAGE. The Commonwealth Office of Technology (COT) is the ONLY authorized Executive Branch Agency that is permitted to use this PA. Other Executive Branch Agencies must submit an IT Strategic Procurement Request (SPR1) prior to procurement for COT review and approval. The SPR1 must include the vendor's quote, scope of work, and any end-user agreements or terms. After SPR1 approval, the agency must request a contract modification by emailing the Office of Procurement Services (ops.reporting@ky.gov) and attaching the approved SPR1 and supporting documentation to the email. A delivery order cannot be created until after the contract modification is approved and completed.

Non-Executive Branch State Agencies, public institutions of higher education, cities, counties, districts, and other political subdivisions of the state if authorized by the Commonwealth of Kentucky state statutes, are authorized to use this PA without the prior approval of COT.

III. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

All terms in this Participating Addendum and any associated Orders/EULAs shall be read as applicable only to the extent permitted by Kentucky law and no term in violation of the Kentucky Law, inclusive of Kentucky Procurement Law, shall be given effect.

IV. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the NASPO Master Agreement LS5002 and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities. The scope of this PA shall include the following awarded categories:

- Category 1 – Software as a Service (SaaS)
- Category 2 – Platform as a Service (PaaS)
- Category 3 – Infrastructure as a Service (IaaS)
- Category 4 – On-Premises*

*Category 4 – On-premises software and related services may only be procured through this PA if the Commonwealth Software Reseller cannot fulfill the request. Agencies must obtain written confirmation (via email) from the Commonwealth Software Reseller attesting to their inability to provide the software. This documentation must be attached to the Strategic Procurement Request (SPR1) for COT review and approval.

Standalone hardware procurement is prohibited; hardware may only be acquired as an integral component of a cloud or on-premises solution.

See NASPO website for available products and services.

- Participating Entity-specific Pricing

Minimum Discount % Off MSRP	Software (Saas)	Infrastructure (Iaas)	Platform (Paas)	On-Premises	Value Added Services*
Value-Added Resellers: Minimum Discount % off MRSP * (also applies to all Third-party solutions or services offered within this Value Added Services category)	2%	2%	2%	2%	2%
Maximum Markup %	**Software (Saas)**	**Infrastructure (Iaas)**	**Platform (Paas)**	**On-Premises**	**Value Added Services***
Value-Added Resellers: Maximum Markup %	5%	5%	5%	5%	30%

- NASPO MASTER AGREEMENT LS5002
  https://s3-us-west-2.amazonaws.com/naspovaluepoint/1776354897_Contract%20LS5002%20Insight%20Public%20Sector_completed.pdf

- Insight NASPO WEBSITE
  https://www.naspovaluepoint.org/suppliers/insight-public-sector-inc-3/

a. Services. All services available through the NASPO Master Agreement LS5002,may be offered and sold by Contractor to Purchasing Entities as it relates to the above listed categories.

The NASPO eMarketPlace offerings are excluded under this PA.

b. Equipment Leasing. All requests for equipment leasing shall be negotiated and approved by the Commonwealth Office of Technology (COT).

c. Equipment Trade-in Program. All requests for equipment trade-ins shall be negotiated and approved by the Commonwealth Office of Technology (COT).

d. 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 through the Contractor via this Participating Addendum and not directly. **All quotes, orders, and invoices shall be conducted directly by and through the Contractor, unless otherwise approved by COT.**

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 NASPO Master Agreement LS5002, and in this Participating Addendum.

Any amendment to the NASPO Master Agreement LS5002, shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the 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. The Commonwealth cannot procure goods/services included as part of an amendment until such amendment is published to the NASPO website.

Any conflict between this Participating Addendum and the NASPO Master Agreement LS5002 will be resolved in favor of this Participating Addendum.

V. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the Commonwealth Master Agreement Number, MA 758 2700000459 on the Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the NASPO Master Agreement LS5002, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity. Orders that include additional terms and conditions or do not reference the Commonwealth Master Agreement Number, MA 758 2700000459 will not be accepted.

VI. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts actually received by the Contractor during the quarter and is not applicable to the amounts ordered by customers but not paid yet. The administrative fee shall be paid in the form of a check Payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to one percent (1%) of the net sales (less any returns, credits, or adjustments) under this PA for the period. Fees shall be paid sixty (60) calendar days after the close of the quarter.

Contractor shall submit to Participating Entity a Sales Report documenting all Contractor's net sales made during the applicable reporting period and such submission, including any supplemental information submitted, is deemed a public record.

Quarterly Sales Reports shall be emailed to Jenifer Taylor, Commonwealth Buyer, at Jenifer.Taylor@ky.gov and Stephanie R. Williams, COT Contracting Officer, at Stephanier.Williams@ky.gov. The Sales Report shall be submitted no later than forty-five (45) days after the end of each calendar quarter, and the related administrative fee shall be remitted no later than sixty (60) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report will contain the following information:

- Complete and accurate details of all sales, credits, and the like for the reporting quarter;
- Purchasing Entity Foundation Account Name;
- Total of Net Sales; and
- If no sales were made to Participating Entity during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.

End of Quarter	Reporting Date	Pay Date
March 31st	May 15th	May 31st
June 30th	August 15th	August 31st
September 30th	November 15th	November 30th
December 31st	February 15th	February 28th (29)

Payment of Administrative Fee:

The Contractor shall timely remit Administrative Fees via check, including reference to this Participating Addendum, Commonwealth Master Agreement MA 758 2700000459, and mailed to the address below:

FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
Jenifer Taylor CPPB, KCPM
200 Mero St., 5th Floor Frankfort, KY 40622

VII. 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.

VIII. INFORMATION TECHNOLOGY SECURITY STANDARDS.
The Contractor and any subcontractors, dealers, distributors, resellers, and other partners shall adhere to relevant requirements of COT's Enterprise Architecture and Kentucky Information Technology Standards (KITS). These standards may be found online at:

https://technology.ky.gov/about-the-agency/Pages/kits.aspx

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

For Contractor:

Brittany Dunaway
SLEDContracts@insight.com
(480) 366-7029

For Participating Entity:

Jenifer Taylor CPPB, KCPM
Assistant Director
Jenifer.Taylor@ky.gov
502-564-6522

Stephanie R. Williams MPA, PMP, CPPO, CPPB, NIGP-CPP
Commonwealth Office of Technology
Chief IT Contracting Officer
StephanieR.Williams@ky.gov
502-234-4898

X. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.

Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

XI. ATTACHMENTS.

This Participating Addendum includes the following attachments:

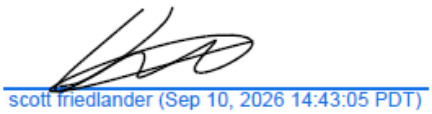
a. Attachment A - Commonwealth of Kentucky Master Agreement Terms and Conditions

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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.

Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Insight Public Sector, Inc
Signature: 	 scott friedlander (Sep 10, 2026 14:43:05 PDT)
Name: Jim Barnhart	Scott Friedlander
Title: CIO	President
Date: 10-12-2026	9/10/2026
Commonwealth of Kentucky Office of Procurement Services (OPS)	
Signature: DocuSigned by: Stacy Blank CC768E8FF7054B7...	
Name: Stacy Blank	
Title: Executive Director	
Date: 10/13/2026	