PARTICIPATING ADDENDUM

NASPO VALUEPOINT

Cloud Solutions

Administered by the State of Utah
(hereinafter “Lead State”)

Master Agreement No: AR2472

REI Systems
(hereinafter “Contractor”)
and
State of Arkansas
(hereinafter “Participating State” or “State”)
Contract No: CW6090

A. SCOPE:

This Participating Addendum (PA) covers the NASPO ValuePoint contract for the GovGrants solution by REI Systems under the Cloud Solutions master agreement for use by Participating State agencies and other entities located in the State of Arkansas as authorized by Arkansas Procurement Law to utilize cooperative contracts.

The primary purpose of this PA is to establish a master contract state agencies will use to implement standardized grantor management systems. The scope includes system implementation, licenses, and technical support.

B. PARTICIPATION:

All state agencies, K-12 educational institutions, and local public procurement units (cities, counties, municipalities) of the Participating State are considered Eligible Purchasers and are authorized to purchase products and services under the terms and conditions of this PA.

C. TERM OF THIS PA

The initial term of this PA will be effective on July 1, 2026, or on the date of signature by authorized representatives of the parties, whichever date is later, and will expire on June 30, 2027. The initial term of the PA shall not exceed four (4) years.

Upon mutual agreement by the parties, through a written amendment to this PA, the PA may be renewed for additional terms, not to exceed an aggregate contract term of seven (7) consecutive years.

D. INDIVIDUAL CUSTOMER:

Each Eligible Purchaser that purchases from the Master Agreement (“Purchasing Entity”) shall be treated as if they were individual customers. Except to the extent modified by the PA, each Purchasing Entity will be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities for their purchases as the Participating State has in the Master Agreement and this PA. Each Purchasing Entity shall be responsible for their own charges, fees, and liabilities. Each Purchasing Entity shall have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Purchasing Entity individually.

D. ACCESS TO CLOUD PRODUCTS AND SERVICES REQUIRE OST APPROVAL:

Unless otherwise stipulated in this PA, cloud products and services accessed through this PA by State executive branch agencies are subject to the authority and prior approval of the Arkansas Department of Shared Administrative Services Office of State Technology.

E. CLOUD PRODUCTS AND SERVICES:

All servers and data associated with the Arkansas instance of the Contractor provided cloud products and services must reside in the continental United States. The Contractor shall perform all work on the cloud products and services from within the continental United States of America. The cloud products and services must not be accessed from outside of the U.S.

F. DATA OWNERSHIP AND END OF CONTRACT TRANSITION

1. The State shall retain sole ownership, rights, title, and interest to all data collected and stored by the Contractor under any resulting contract, excluding intellectual property and exclusions governed by applicable State and Federal laws.
2. Data use by the Contractor shall be limited to its sole use in the provision of the services covered under this PA. The Contractor shall not use State data collected without the express written approval of the State.
3. At the end of any resulting contract and after confirmed transfer of 100% of the State-owned data, deliverables, and products the Contractor has created, developed, produced, and managed while performing services under a resulting contract back to the State or their designee, the Contractor shall destroy all copies of the State-owned data the Contractor possesses.
4. The Contractor shall ensure all data received as part of any resulting contract is used solely for the purpose of that resulting contract and not shared, reused, or disseminated to any other party or entity without the express written consent of the State designated representative or as otherwise required under applicable State and Federal laws.
5. Upon termination or expiration, should any subsequent contract for this or similar services be awarded to a provider other than the Contractor, the Contractor shall, to the greatest extent possible and reasonable, cooperate with the State in initiating a smooth and orderly transition to the next provider.

G. DATA SECURITY

The Contractor shall, at minimum, employ the following security standards:

6. ISO/IEC 27001:2013 compliance
7. Cyber Essentials Certificate
8. Technical and Organizational Data Security Measures (TOMS) documentation
9. NIST 800-171 R2
10. Data protection standards applied within US hosting environment consistent with applicable law
11. Documented IT security concept and regular data security training
12. Standard data protection measures per contract processing agreement

The Contractor shall notify SAS within 24 hours of an actual, probable, or reasonably suspected breach of security protocols or any unauthorized access to SAS data and must take commercially reasonable measures to address the issue.

Unless otherwise specified or prohibited by law, the State's authorized administrator may utilize The Contractor's platform feature to permanently and non-recoverably delete requested historical telematics data directly from the system.

The Contractor will maintain an appropriate confidentiality agreement with all employees, contractors, or other people with access to State data. Written confirmation of executed confidentiality agreements shall be made available to SAS upon request.

H. SHARED TECHNICAL ARCHITECTURE:

Solutions must comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed by visiting Policies and Standards and OST Standards. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

I. ORDER OF PRECEDENCE:

1. Participating State's PA; the Participating State's PA does not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the terms of the Lead State's Master Agreement.
2. Lead State's Master Agreement (includes negotiated terms & conditions)
3. The solicitation including all addenda; and
4. The Contractor's response to the solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an exhibit or attachment. Notwithstanding the foregoing, ordering documents (purchase orders) may contain transaction-specific terms and each ordering document that is accepted by the Contractor shall become a part of this PA as to the products and services listed on the ordering document only. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the solicitation, or terms listed or references on the Contractor's website, in the Contractor's quotation/sales order, or in similar documents subsequently provided by the Contractor (unless such terms are referenced in the Master Agreement).

J. VENDOR REGISTRATION:

To receive payment, the Contractor must register online at ark.org/vendor/index.html.

K. PAYMENTS AND INVOICE PROVISIONS:

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Purchasing Entity. The Participating State may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the Contractor has successfully satisfied the Purchasing Entity as to the commodities and/or services purchased, rented, or leased.

1. To ensure timely processing, all invoices must contain the applicable state purchase order (PO) number.
2. Contractors failing to include a valid PO number on an invoice waive any carrying charges, penalties, or fees associated with late payment, pursuant to Arkansas Code Annotated § 19-61-303.

.

Payments will be submitted to the Contractor at the address shown on the invoice. Payments should be tendered to the Contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of invoice, unless mutually agreed to, interest may be paid on the unpaid balance due to the Contractor at the rate of one half (1/2) of one (1) percent per month in accordance with Arkansas Code Annotated § 19-61-303. The Purchasing Entity will make a good-faith effort to pay within thirty (30) days after the date of invoice. The

Participating State shall have the right to dispute billed commodities or services and withhold payment for those commodities or services that are in dispute. Interest shall not be charged on disputed amounts while in dispute.

The Contractor shall ensure that all invoices are sent directly to the Purchasing Entity that purchased products from them.

All invoices should be forwarded to:

Purchasing Entity Name
Attention: Accounts Payable
Address
City, Arkansas Zip Code

L. PURCHASE ORDER INSTRUCTIONS:

All Purchasing Entities issuing valid purchase orders within the jurisdiction of this PA should include the following:

1. NASPO AR2472
2. Participating State contract number **CW6090**
3. Purchasing Entity name, address, contact, email, and phone number
4. Applicable approvals
5. Orders shall be made out to the Contractor or reseller

The Purchasing Entities shall not be required, by the Contractor or its subcontractors, to sign any additional terms and conditions when utilizing this PA.

M. ACH PAYMENTS

All payments made to the Contractor by a state agency shall be made exclusively through ACH (Automated Clearing House) direct deposit. The Contractor agrees to provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits. The Contractor is responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor shall not be the responsibility of the Purchasing Entity. The Purchasing Entity will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit shall be considered as duly received upon successful transmission to the Contractor’s designated bank account.

N. CONVENIENCE FEE:

1. Convenience Fee

   Contractor shall remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to State, State Departments, and to local entities as defined in Arkansas Code Annotated § 19-61-801 (i.e. local governments, cities, counties, school districts, water districts, and other participants, collectively “State”). The convenience fee is based on Contractor invoice date and is effective upon the date of execution of this PA. Contract Sales is defined as gross sale amounts less credits, taxes, regulatory fees, and separately stated shipping charges not included in the unit prices. The State, at its sole discretion, may expand the applicability of this fee after providing notice to Contractors.

   Unit prices are inclusive of the convenience fee and Contractor is not to charge the fee directly to the State in the form of a separate line item. Contracts shall not have separate or different prices for State Agency customers and local entities as defined in Arkansas Code Annotated § 19-61-801 participants.

2. Quarterly Reporting and Fee Remittance

   Contractor shall submit a Sales Report documenting all contract sales, made to State and such submission, including any supplemental information submitted, is deemed public record.

   The Sales Report shall be submitted, and the related convenience fee shall be remitted no later than thirty (30) 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 must contain the following information:

   a. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter
   b. Purchasing entity
   c. Total of Convenience Fee amount due
   d. Such other information as the State may reasonably request
   e. If no Sales were made to State during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.

3. Payment of Convenience Fee

   The Contractor shall timely remit Convenience Fee via Automated Clearing House (ACH) transactions, unless otherwise directed by State, to the bank account directed by the State. Failure to remit convenience fees timely and accurately in accordance with State requirements may result in Contractor's goods and services being made ineligible for purchase by State or any other recourse available, including contract cancellation, or as further provided for by law.

4. Retention and Inspection of Records

   The Contractor shall keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor shall immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State for the cost of the audit.

O. RECORD RETENTION:
Financial and accounting records relevant to State of Arkansas transactions under this PA shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment under this PA or extension thereof, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section.

P. GOVERNING LAW:
The laws of the State of Arkansas shall govern this PA. Nothing under this PA or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity.

Q. VENUE AND JURISDICTION:

Venue for any claim, dispute, or action concerning an order placed against the contract shall be Pulaski County, Arkansas. Any claims against the State, whether sounding in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly.

R. TAXES:

Personal Property tax will not be charged to Arkansas state agencies.

S. TRAVEL EXPENSES:

Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the Contractor. All travel must be approved in advance by the State. Approved expenditures made by the contractor for travel will be reimbursed at the current rate paid by the State and in accordance with Arkansas Travel Guidelines and Procedures.

T. SOFTWARE TERMS AND CONDITIONS:

Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the PA, the language in the PA will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

U. CANCELLATION:

1. **For Convenience.** The State may cancel this PA for any reason by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
2. **For Cause.** The State may cancel this PA for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the PA and will provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the PA to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.
3. If upon cancellation the Contractor has provided services which the State has accepted, and there are no funds legally available to pay for the services, the Contractor may file a claim with the Arkansas State Claims Commission under the laws and regulations governing the filing of such claims.

V. INDEMNIFICATION:

The following indemnification clause replaces in its entirety the Indemnification clause specified in the Master Agreement.

INDEMNIFICATION - The Contractor shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the Purchasing Entity and the State, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including attorney's fees arising from or relating to personal injury and damage to real or personal property, alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, and subcontractors. Language in this clause shall not be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement.

W. CONFIDENTIAL INFORMATION:
Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas statutes.

X. CONTINGENT FEE:
The Contractor guarantees that Contractor has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.

Y. DISCLOSURE AND CERTIFICATIONS:

1. DISCLOSURE

   Under Arkansas law, the Office of State Procurement (OSP) is required to have a copy of Governor's Executive Order (EO 98-04) Disclosure Form on file for the Contractor. The Contractor shall submit the disclosure form prior to entering into this PA. Failure to make any disclosure required by EO 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this PA. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Participating State.

2. RESTRICTION OF BOYCOTT OF ISRAEL

   Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.

3. RESTRICTION OF ENERGY, FOSSIL FUEL, FIREARMS, AND AMMUNITION INDUSTRIES

   Pursuant to Arkansas Code Annotated § 25-1-1102, a public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract.

4. RESTRICTION OF SCRUTINIZED COMPANIES

   Pursuant to Arkansas Code Annotated § 25-1-1203, a state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor.

5. EQUAL OPPORTUNITY POLICY

In compliance with Arkansas Code Annotated § 19-60-104, if a state agency is purchasing services, the Office of State Procurement is required to have a copy of the Contractor's Equal Opportunity (EO) Policy prior to entering into this PA. The submission of an EO Policy is a one-time requirement. The Contractor is responsible for providing updates or changes to its policy, and for supplying EO Policies upon request to other Participating Entities that must also comply with this statute. If the Contractor is not required by law to have an EO Policy, the Contractor must submit a written statement to that effect.

6. PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Arkansas Code Annotated § 19-60-105, if a state agency is purchasing services, the Office of State Procurement is required to have a certification on file from the Contractor stating that the Contractor does not employ or contract with illegal immigrants.

Z. STATEMENT OF LIABILITY

The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature.

Except in the case of claims for infringement of United States patent, copyright, trademarks or trade secrets, claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor, claims covered by other specific provisions of the resulting contract calling for damages, or court costs or attorney's fees awarded by a court in addition to damages after litigation based on the resulting contract, the Contractor's liability for damages to the State will be limited to the value of actual damages.

Language in these terms and conditions must not be construed or deemed as the State's waiver of its right of sovereign immunity.

The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

AA. TECHNOLOGY ACCESS:

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

Accordingly, the Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
6. Integrating into networks used to share communications among employees, program participants, and the public.
7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

BB. PERFORMANCE STANDARDS (FOR SERVICES ONLY):

Under Arkansas law, all state agencies, boards, commissions, and institutions of higher education must include performance standards when purchasing services. Performance standards shall be mutually agreed upon by the parties hereto for any services purchased.

CC. LEASING:

Leasing **shall not** be authorized under this PA.

DD. VALUE ADDED SERVICES:

The Contractor **shall not** propose or provide value-added services unless it meets one (1) or more of the following criteria:

- It is of no cost to the purchasing entity;
- Services are linked to items the entity has purchased through a current or past transaction**.**

EE. SUBCONTRACTORS:

The Contractor may use subcontractors; however, the Contractor will be responsible for any agreements with the subcontractors. The Participating State and Purchasing Entity are not agreeing to and is not responsible for any terms and conditions with a subcontractor. The following subcontractors are authorized to provide commodity delivery and services:

Subcontractor	Contact Name	Email	Phone
To be provided			

Subcontractors may be updated by mutual agreement.

FF. ORDERS:

Any order placed by a Participating State or Purchasing Entity for a commodity, service, or both 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.

GG. TERMS:

The Participating State and Purchasing Entity are agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with Arkansas law.

HH. PRIMARY CONTACTS:

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

Lead Entity	
Name:	State of Utah
Contact Person:	Keli Lessing
Address:	3150 State Office Building, Capitol Hill Salt Lake City, Utah 84114-1061
Telephone:	801-957-7167
E-Mail:	klessing@utah.gov

PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Master Agreement No: AR2472

Contractor	
Name:	REI Systems
Contact Person:	Vishal Agarwal
Address:	45335 Vintage Park Plaza Sterling, VA 20166
Telephone:	240-401-9750
E-Mail:	vagarwal@reisystems.com

Arkansas Contact	
Name:	State of Arkansas Department of Shared Administrative Services, Office of State Procurement
Contact Person:	General Procurements Team
Address:	501 Woodlane Street, Ste 220 Little Rock, AR 72201
Telephone:	501-324-9316
E-Mail:	OSP@arkansas.gov

The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this PA.

By signing this PA, the Contractor represents, warrants, and certifies that they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of a contract resulting from this PA:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a contractor.

The Contractor further represents, warrants, and certifies that it shall not become a Scrutinized Company during the aggregate term of a contract resulting from this PA.

This PA and the Master Agreement together with its exhibits (including any terms referenced in the Master Agreement), set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PA and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this PA or the 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 PA and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Master Agreement No: AR2472

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

Participating State: Arkansas	Contractor:
Signature: Signed by: Jessica Patterson 7375DAD416154EF...	Signature: DocuSigned by: Kevin M. White 5190C285518748A...
Name: Jessica Patterson	Name:
Title: State Procurement Director	Title:
Date: 7/29/2026	Date: 7/29/2026

Certificate Of Completion

Envelope Id: F7261E2F-FA26-8B36-8388-45D644E4ABFA		Status: Completed
Subject: CW6090 - REI Systems PA - AR2472 - CW6090.docx		
Source Envelope:		
Document Pages: 12	Signatures: 2	Envelope Originator:
Certificate Pages: 4	Initials: 0	TARA HERNANDEZ
AutoNav: Enabled		One Capitol Mall, 3rd Floor
EnvelopeId Stamping: Enabled		Little Rock, AR 72201
Time Zone: (UTC-06:00) Central Time (US & Canada)		TARA.HERNANDEZ@ARKANSAS.GOV
		IP Address: 34.71.29.60

Record Tracking

Status: Original 7/27/2026 11:22:19 AM	Holder: TARA HERNANDEZ TARA.HERNANDEZ@ARKANSAS.GOV	Location: DocuSign

Signer Events	Signature	Timestamp
Kevin M. White kwhite@reisystems.com Senior Director of Contracts Security Level: Email, Account Authentication (None)	DocuSigned by: Kevin M. White 5190C285518748A... Signature Adoption: Pre-selected Style Using IP Address: 108.28.97.30	Sent: 7/29/2026 10:57:32 AM Viewed: 7/29/2026 11:32:20 AM Signed: 7/29/2026 11:33:26 AM
Electronic Record and Signature Disclosure: Accepted: 7/29/2026 11:32:20 AM ID: 14c0235c-7f59-4309-93e5-695ba22e7544		
JESSICA PATTERSON JESSICA.PATTERSON@ARKANSAS.GOV Security Level: Email, Account Authentication (None)	Signed by: Jessica Patterson 7375DAD416154EE... Signature Adoption: Uploaded Signature Image Using IP Address: 170.94.123.174	Sent: 7/29/2026 11:33:28 AM Viewed: 7/29/2026 11:58:23 AM Signed: 7/29/2026 12:31:02 PM
Electronic Record and Signature Disclosure: Accepted: 7/28/2026 9:54:56 AM ID: 8f904e1b-6bf6-4443-9a5a-9b431af161e3		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Caitlyn Gillette caitlyn.gillette@reisystems.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/29/2026 10:57:33 AM Viewed: 7/29/2026 11:17:25 AM
Electronic Record and Signature Disclosure: Accepted: 7/23/2026 2:16:03 PM ID: 926e611d-f131-461b-85a5-8f0ef9ccfccf		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/27/2026 11:24:44 AM
Certified Delivered	Security Checked	7/29/2026 11:58:23 AM
Signing Complete	Security Checked	7/29/2026 12:31:02 PM
Completed	Security Checked	7/29/2026 12:31:02 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arkansas Office of State Technology via Carahsoft (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Arkansas Office of State Technology via Carahsoft:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: miles.ross@arkansas.gov

To advise Arkansas Office of State Technology via Carahsoft of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at miles.ross@arkansas.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Arkansas Office of State Technology via Carahsoft

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to miles.ross@arkansas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Arkansas Office of State Technology via Carahsoft

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to miles.ross@arkansas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Arkansas Office of State Technology via Carahsoft as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Arkansas Office of State Technology via Carahsoft during the course of your relationship with Arkansas Office of State Technology via Carahsoft.