A. SCOPE**:** This engagement addendum covers the use of the CLOUD SOLUTIONS Contract lead by the State of Utah for a specific entity/application under the cited Participating Addendum for the state in which the using agency/entity is located.

B. INDIVIDUAL CUSTOMER:  The individual state agency and political subdivision executing this Engagement Addendum will be treated as if they are an Individual Customer.  Except to the extent modified below, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement and the Participating Addendum; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement.  Each agency and political subdivision will be responsible for their own charges, fees, and liabilities.  Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases.  The Contractor will apply the charges to each Participating Entity individually.

C. DESCRIPTION OF ENGAGEMENT:

**[See Attached Statement of Work to this document.]**

D. ENGAGING STATE/ENTITY MODIFICATIONS OR ADDITIONS – THESE APPLY ONLY TO THE SPECIFIC USE OF THE CLOUD SOLUTIONS CONTRACT AUTHORIZED BY THIS ENGAGEMENT AGREEMENT:

(These modifications or additions apply only to actions and relationships within the Participating

Entity.)

**[Replace this with specific changes or a statement that No Changes Are Required]**

E. PRIMARY CONTACTS:: The primary contact individuals for this engagement addendum are as follows (or their named successors):

 Lead State

|  |  |
| --- | --- |
| Name | Solomon Kingston |
| Address | State of Utah Division of PurchasingCapitol Hill3150 State Office BuildingSalt Lake City, UT 84114 |
| Telephone | 801-538-3228 |
| Fax |  |
| E-mail | skingston@utah.gov |

 Contractor

|  |  |
| --- | --- |
| Name | Robert Cockrum |
| Address | 8950 Cal Center Drive, Suite 348Sacramento, CA 95826 |
| Telephone | 916-715-6504 |
| Fax |  |
| E-mail | rcockrum@cherryroad.com |

 Participating Entity

|  |  |
| --- | --- |
|  Name |  |
| Address |  |
| Telephone |  |
| Fax |  |
| E-mail |  |

 Engaging Entity

|  |  |
| --- | --- |
|  Name |  |
| Address |  |
| Telephone |  |
| Fax |  |
| E-mail |  |

 Engaging Entity Billing Contact Information

|  |  |
| --- | --- |
|  Name |  |
| Address |  |
| Telephone |  |
| Fax |  |
| E-mail |  |

F. SUBCONTRACTORS:

The Contractor may use subcontractors; however, the Contractor will be responsible for any agreements with the subcontractors. The Using Agency/Entity is not agreeing to and is not responsible for any terms and conditions with a subcontractor.

G. PURCHASE ORDER INSTRUCTIONS:

The form of “engagement” and required information on the invoice related to services provided under the Master Price Agreement have been determined by NASPO VALUEPOINT and agreed to by the Contractor. Any additional information requirements should be detailed in Paragraph 3 (above).

 H. PRICE AGREEMENT NUMBER:

 All purchase orders issued by purchasing entities within the jurisdiction of this engagement addendum shall include the Participating State contract number: SPO VL Contract No. 17-18, the Engagement Addendum number and the Lead State price agreement number AR2476.

This Engagement Addendum, the cited Participating Addendum and the Master Price Agreement number AR2476 (administered by the State of Utah ) together with its exhibits, 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 Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

|  |  |
| --- | --- |
| **Using Agency/Entity Individual with Authority to Execute Contracts:** | **Contractor: CherryRoad Technologies, Inc.** |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |
| **Participating Agency/Entity Chief Information Official:** | **Participating Agency/without a Chief Information Official:** |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

***This statement of work constitutes the minimum information that needs to be provided to begin a requested Cloud Services Engagement. Additional information may be provided by the client or requested by the supplying contractor.***

**NAME OF CONTRACTOR:** *[Insert name of contractor from whom the SOW estimate is being requested – if your state signed multiple Participating Addenda, you may request estimates from all of them.]*

**SECTION I: Project Background**

**1. TERM OF STATEMENT OF WORK**

*The term of this Statement of Work shall commence upon execution of this Engagement Addendum and continue for [state time period] (“the Term”).*

**2. OBJECTIVE**

*Include a brief sentence description on the objective and general scope of the project and the services to be provided (provide complete detail in #4).*

**3. USING AGENCY/ENTITY PROJECT COORDINATORS (NAME, JOB TITLE, PHONE, EMAIL)**

**4. DETAILED DESCRIPTION OF SERVICES AND DELIVERABLES**

*Provide a detailed description of functional requirements and/or technical specifications, deliverable schedule and measurable performance standards for all services and deliverables to be provided to the Client. Include due dates, project benchmarks, etc.*

**5. RESOURCES TO BE PROVIDED BY AGENCY/ENTITY**

*Using Agency/Entity shall provide and make available to Contractor, on a loan basis only, the following materials, documentation and equipment:*

**6. CONTRACTOR RESOURCES**

*Supplied by the Contractor. List the Key Person(s) who will perform the Service (or the specific sub-tasks set forth in this Work Statement and any specialized server, storage, or other resources that may be required and provided by the vendor.*

**7. SERVICE REQUIREMENTS AND ASSUMPTIONS**

*Specify reliability metrics and uptime requirements, and any other services, environments, or monitoring that may be required for optimal deployment.*

**SECTION II: Fees and Expenses**

**8. PRICE SCHEDULES AND FEES**

*Specify recurring and non-recurring costs for the project, and identify service cost options that are least cost for the Using Agency/Entity, but meet the project requirements.*

SIGNATURES AS REQURIED BY EITHER USING AGENCY/ENTITY OR CONTRACTOR