

**CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah

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Master Agreement #: AR2487

Contractor: **ORACLE AMERICA INC.**

Participating Entity: **STATE OF SOUTH DAKOTA**

**CONTRACT 17201**

Oracle America, Inc. ("**Oracle**" or "**Contractor**") and the State of Utah, Division of Purchasing, are parties to that certain NASPO ValuePoint Master Agreement for Cloud Solutions, effective March 1, 2017 (contract # AR2487, the "**Master Agreement**"). This Participating Addendum (this "**Addendum**", "**Participating Addendum**" or "**PA**") to the Master Agreement is between Oracle, as Contractor, and South Dakota (the "**Participating State**" or "**State**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Master Agreement.

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

**Master Agreement Terms and Conditions:**

1. **Scope:** This addendum covers Cloud Solutions led by the State of Utah for use by state agencies and other entities located in the State of South Dakota authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement and this Addendum may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of South Dakota (the "**Purchasing Entities**"). Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Purchasing Entities under this Addendum include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

Institutions under the control of the Board of Regents may make direct purchases from this agreement using their own procurement guidelines.

Political subdivisions of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures.

The Contractor may, at the Contractor's discretion, extend pricing from this Addendum to non-profit organizations in South Dakota. Any sales made to non-profit organizations from this Addendum shall be included in any required reports and shall be subject to the NASPO ValuePoint administrative fee set forth in the Master Agreement section 27 (Administrative Fees).

3. **All state agency purchases from this Addendum must be processed through the Bureau of Administration, Office of Procurement Management (OPM). Moratorium exemption approval from the Bureau of Information and Telecommunications (BIT) is required. A purchase order issued by OPM will authorize state agency purchases from this Addendum. (This is for internal State of South Dakota use only. Supplier is not mandated to enforce this requirement.)**

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4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Stephanie Feaman
Address:	1910 Oracle Way, Reston, VA 20190
Telephone:	703-364-0465
Fax:	703-364-0465
Email:	stephanie.feaman@oracle.com

Participating Entity

Name:	Lisa Hubbard
Address:	State of South Dakota PMB 01231 Bureau of Administration Office of Procurement Management 523 E Capitol Ave Pierre, SD 57501-3128
Telephone:	605-773-4580
Fax:	605-773-4580
Email:	Lisa.hubbard@state.sd.us

5. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating State. Participating State must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

- a. Resellers: Certain Oracle-authorized resellers ("Authorized Resellers" or "Fulfillment Partner") are eligible to resell Services to authorized Purchasing Entities under this Addendum. Such Authorized Resellers, if any, are authorized to take orders under this Addendum and invoice and receive payment from such Purchasing Entities. Oracle is responsible for any reports and/or fees that are required per the terms and conditions of the Master Agreement and/or this Addendum, unless expressly stated otherwise herein. Participation of Authorized Resellers, if any, will be in accordance with the terms and conditions set forth in the Master Agreement and this Addendum. All of the Authorized Resellers under this Addendum, if any, will promptly be listed on an Oracle website.
  
- b. Orders: Any order placed by a Participating State 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.

Unless otherwise handled by an Authorized Reseller under Reseller section above, Orders and payments may be made directly to Oracle. Orders are to be submitted as directed to Oracle's sales



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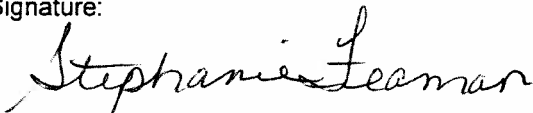
representative. After the contents of an Ordering Document have been mutually agreed upon, Oracle and the Purchasing Entity shall sign the Ordering Document, and payments shall be submitted in accordance with such Ordering Document and applicable Oracle invoice.

c. **Entire Agreement:**

Notwithstanding anything to the contrary set forth in the Master Agreement, by placing an order under this Addendum, each Purchasing Entity agrees that this Addendum and any information that is incorporated by written reference into this Addendum or the applicable ordering document (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the Services ordered by such Purchasing Entity and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

It is expressly agreed that the terms of this Addendum and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Services ordered.

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

Participating State: <b>State of South Dakota</b>	Contractor: <b>Oracle America, Inc.</b>
Signature: 	Signature: 
Name: <b>Steven L. Berg</b>	Name: <b>Stephanie Feaman</b>
Title: <b>Procurement Director</b>	Title: <b>Contracts Manager, Public Sector Deal Management</b>
Date: <b>04/04/2018</b>	Date: <b>4/4/2018</b>

For questions on executing a participating addendum, please contact:

**NASPO ValuePoint**

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

**Please email fully executed PDF copy of this document to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases.**