

CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

Master Agreement #: AR2479

Contractor: **DELOITTE CONSULTING LLP**

Participating Entity: **DISTRICT OF COLUMBIA**

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 Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Officer for General Services. (All references to "State" also apply to the District of Columbia.)
2. Participation: This NASPO ValuePoint Master Agreement may be used by all governmental units and qualified not-for-profit agencies authorized to use State-wide (District-wide) contracts in the District of Columbia (DC). Issues of interpretation and eligibility for participation are solely within the authority of the District of Columbia Government.
3. 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 (in the case of DC, this refers to the DC Office of the Chief Technology Officer). The State Chief Information Officer means the individual designated by the state Governor (or DC Mayor) within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Adam Rubinson
Address:	4821 43 rd Street NW, Washington DC 20016
Telephone:	202-491-7005
Email:	arubinson@deloitte.com

CLOUD SOLUTIONS 2016-2026
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Participating Entity

Name:	Lindsey Parker
Address:	200 I St SE, Washington, DC 20003
Telephone:	(202) 727-2277
Fax:	(202) 727-6857
Email:	lindsey.parker@dc.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

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

Participating Entity 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. This limitation on damages applies notwithstanding anything to the contrary elsewhere in the Master Agreement.

- a. **Limitation on Damages.** Contractor, its subsidiaries and subcontractors, and its personnel shall not be liable to the Participating Entity or any Purchasing Entity for any claims, liabilities, or expenses relating to this Participating Addendum, any order placed hereunder, or the services ("Claims") for an aggregate amount in excess of the total fees paid by the Purchasing Entity to Contractor under the applicable order over the twelve (12)-month period immediately preceding the date on which the first cause of action giving rise to a Claim under the order accrues, except to the extent resulting from their recklessness, bad faith or intentional misconduct. In no event shall Contractor, its subsidiaries or subcontractors, or its personnel be liable to the Participating Entity or any Purchasing Entity for any loss of revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense, relating to this Participating Addendum, any order placed hereunder, or the services. In circumstances where any limitation on damages provision hereunder is unavailable, the aggregate liability of each party, its subsidiaries and subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.
- b. **Termination.** Either party may terminate this Participating Addendum without cause by giving thirty (30) days prior written notice to the other party. Any order placed hereunder may be terminated by the Purchasing Entity without cause by giving thirty (30) days prior written notice to the other party. If either party fails to perform in material conformance with its obligations under an order executed hereunder, the other party shall have the right to terminate such order by giving



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at least thirty (30) days prior written notice to the breaching party; provided that the breaching party does not cure the breach prior to the specified effective date. In the event of any termination of this Participating Addendum, this Participating Addendum shall continue to apply to all orders executed hereunder that are in existence at the effective date of such termination. If any order is terminated pursuant to this Participating Addendum, this Participating Addendum shall continue to apply to all orders that have not been terminated. In the event of any termination hereunder, Contractor shall be entitled to receive compensation for any work performed (including work in progress) through the effective date of termination. Any partial termination shall be subject to the parties reaching mutual agreement on a change order relative to the remaining scope.

6. SUBCONTRACTORS:

Contractor must ensure that any subcontractor, fulfillment partner, dealer, or reseller who makes sales under this Participating Addendum complies with the terms of the Master Agreement and this Participating Addendum. Contractor must maintain on a website accessible to eligible users a list of subcontractors, partners, resellers, or fulfillment partners who are authorized by Contractor to sell under this Participating Addendum in the State of Utah.

7. ORDERS:

Any order placed by the Participating Entity or any Purchasing Entity for a product and/or service available from the 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. To the extent any product or service provided by Deloitte Consulting to the Participating Entity or any Purchasing Entity hereunder constitutes inventory within the meaning of section 471 of the Internal Revenue Code, such service/product is provided/licensed to the Participating Entity or Purchasing Entity by Deloitte Consulting as agent for its product company subsidiary on the terms and conditions contained herein.

Notwithstanding the foregoing, as set forth in the Master Agreement, orders may include the licensing of specific software programs pursuant to individual End User License Agreements, in a form substantially similar to the license agreement for the applicable software as attached to the Master Agreement. In each such case, the End User License Agreements will be executed directly between the Purchasing Entity and the applicable software vendor.

NASPO ValuePoint
PARTICIPATING ADDENDUM



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

Participating Entity/Procuring Agency: District of Columbia	Contractor: Deloitte Consulting LLP
Signature: 	Signature: 
Name: Derrick White, CFCM, CCCM	Name: Wendy Carr
Title: Chief Contracting Officer	Title: Managing Director
Date: 12/1/2021	Date: 12/08/2021