

PARTICIPATING ADDENDUM
to
Master Agreement by and among SciQuest, Inc.
and the State of Utah
Utah Agreement #: PA494
by the
State of Montana

Page 1 of 5

This Participating Addendum is entered into by the State of Montana (the "Participating Entity") and SciQuest, Inc. ("Contractor"), and together with the Participating Entity (the "Addendum Parties"), pursuant to that certain Master Agreement for eProcurement Services (Hosted Software-as-a-Service), dated June 30, 2011 and assigned to Utah by Colorado dated April 30, 2013, by and among Contractor and the State of Utah, Utah Agreement #PA494 and State of Colorado Agreement #92004YYY01M/WSCA (together with its exhibits and attachments, the "Master Agreement"). The underlying procurement for these Services was originally led by the State of Colorado, but assigned to the State of Utah on behalf of WSCA-NASPO for use by Participating Entities and those Authorized Purchasers approved by the Chief Procurement Official of a Participating Entity to utilize state contracts. This Participating Addendum is entered into pursuant to and incorporates by reference the terms and conditions of the Master Agreement. This Participating Addendum and the exhibits attached hereto are collectively referred to as the "Addendum".

In consideration of the premises, covenants and mutual promises contained in this Addendum, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Addendum Parties hereby agree as follows.

1. Scope: The scope of this Addendum shall be limited to the scope of the Master Agreement. The purpose of this Addendum is to create an entity-wide centralized electronic procurement system providing more efficient delivery of state procurement services through the use of technology.
2. Participation: Use of the Master Agreement by an Authorized Purchaser is subject to the approval of the State Chief Procurement Official of the Participating Entity. Issues of interpretation and eligibility for participation are solely within the authority of the Participating Entity's Chief Procurement Official.
3. Modifications to Master Agreement: Modifications to the Master Agreement and additional terms and conditions specific to this Addendum are attached hereto and incorporated herein in Section 7.
4. Primary Contacts: The primary contacts for this Addendum shall be the individuals identified below or such other individuals as may be identified from time to time in a Notice sent by a designating party to the other parties set forth below:

Contractor

Name: Jennifer Kaelin, Vice President of Finance
Address: 3020 Carrington Mill Blvd., Suite 100, Morrisville, NC 27560
Cary, NC 27513
Telephone: (919) 659-2100
Fax: (919) 659-2199
E-mail: jkaelin@sciquest.com

PARTICIPATING ADDENDUM
to
Master Agreement by and among SciQuest, Inc.
and the State of Utah
Utah Agreement #: PA494
by the
State of Montana

Page 2 of 5

Participating State

Name: Jodi Gollehon
Address: PO Box 200135
Telephone: (406) 444-7210
Fax: (406) 444-2529
E-mail: jgollehon@mt.gov

5. **Subcontractors:** All assignments, subcontracts, or Subcontractors approved by Contractor or the Participating Entity are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Authorized Subcontractors under this Addendum are set forth in the Master Agreement.

6. **Contract Instructions:** All Service Orders issued under this Addendum shall be substantially in the form set forth in Exhibits E (Form of Statement of Work) and F (Form of Order Form) to the Master Agreement. The Authorized Purchaser entering into a Service Order shall be solely responsible therefor and the Participating Entity shall not be responsible for or liable under any Service Order, unless the Participating Entity is the Authorized Purchaser under the Service Order. Each Service Order issued under this Participating Addendum shall contain the following:

[Tie to Forms of Order Form and SOW]

- (a) "This Contract is subject to WSCA-NASPO Master Agreement #PA494 and the Participating Entity Agreement #DOA15-2663G";
- (b) The name, address, contact, and phone number for the Authorized Purchaser;
- (c) The Contractor Applications to which the Participating Entity is subscribing;
- (d) A description of the Services to be provided; and
- (e) The payment amounts and terms for the Subscriptions and Services.

All Service Orders shall be forwarded to Contractor through Contractor's Vice President of Finance at the following address:

Address Contracts to:

Name: Jennifer Kaelin, Vice President of Finance
Address: 6501 Weston Parkway, Suite 200
Cary, NC 27513
Telephone: (919) 659-2100
Fax: (919) 659-2199
E-mail: jkaelin@sclquest.com

All payments shall be remitted to Contractor at the following address:

Name: Jennifer Kaelin, Vice President of Finance
Address: 3020 Carrington Mill Blvd., Suite 100, Morrisville, NC 27560

PARTICIPATING ADDENDUM
to
Master Agreement by and among SciQuest, Inc.
and the State of Utah
Utah Agreement #: PA494
by the
State of Montana

Page 3 of 5

Telephone: (919) 659-2100
Fax: (919) 659-2199
E-mail: jkaelln@sciquest.com

7. Participating Entity Additional Terms and Conditions: In instances where there are contradictory statements between this Participating Addendum and the Master Agreement, the language herein shall dictate.

ACCESS AND RETENTION OF RECORDS. Contractor shall provide the Participating Entity, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance (18-1-118, MCA.)

ASSIGNMENT, TRANSFER, AND SUBCONTRACTING. Contractor may not assign, transfer, or subcontract any portion of this contract without the Participating Entity's prior written consent (18-4-141, MCA.) Contractor is responsible to the Participating Entity's for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the Participating Entity's under this contract.

COMPLIANCE WITH LAWS. Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

CHOICE OF LAW AND VENUE. The laws of the State of Utah shall govern the Master Agreement provided that the laws of the State of Montana govern this Participating Addendum and the individual transactions of the procuring agencies within the State of Montana. The parties agree that any litigation concerning this Participating Addendum must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (18-1-401, MCA.)

NONCOMPLIANCE WITH DEPARTMENT OF ADMINISTRATION REQUIREMENTS. The Department of Administration, under the provisions of 2-17-514, MCA, retains the right to cancel or modify any contract, project, or activity that is not in compliance with

PARTICIPATING ADDENDUM
to
Master Agreement by and among SciQuest, Inc.
and the State of Utah
Utah Agreement #: PA494
by the
State of Montana

Page 4 of 5

the Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of contract execution. In the event of such termination, the State will pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Any modifications to this contract must be mutually agreed to by the parties.

REDUCTION OF FUNDING. The Participating Entity must terminate this contract if funds are not appropriated or otherwise made available to support the Participating Entity's continuation of performance of this contract in a subsequent fiscal period (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the Participating Entity shall terminate this contract as required by law. The Participating Entity shall provide Contractor the date the termination shall take effect. The Participating Entity shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the Participating Entity shall not be liable to Contractor for any payment obligations after the date the Participating Entity termination takes effect. This is Contractor's sole remedy. The Participating Entity shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED. Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired (18-5-603, MCA.)

This Addendum and the Master Agreement, set forth the entire agreement between the Addendum Parties with respect to the subject matter hereof and all previous communications, representations or agreements, whether oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. Terms and conditions inconsistent with, contrary, or in addition to the terms and conditions of this Addendum and the Master Agreement, shall not be added to or incorporated into this Addendum or the Master Agreement by any subsequent contract 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 Master Agreement shall prevail and govern in the case of any inconsistent or additional terms within the jurisdiction of the Participating Entity.

PARTICIPATING ADDENDUM
to
Master Agreement by and among SciQuest, Inc.
and the State of Utah
Utah Agreement #: PA494
by the
State of Montana

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;">CHIEF INFORMATION OFFICER: State of Montana</p> <p>Name: Ron Baldwin Title: State CIO</p> <p style="text-align: center;"><i>Ron Baldwin</i> Signature</p> <p>Date: <u>8-27-14</u></p>	<p style="text-align: center;">LEGAL COUNSEL:</p> <p>Name: Mike Manion Title: Chief Legal Counsel, DOA</p> <p style="text-align: center;"><i>Mike Manion</i> Signature</p> <p>Date: <u>August 28, 2014</u></p>
---	---

<p style="text-align: center;">CONTRACTOR: SciQuest, Inc.</p> <p>Name: Jennifer Kaelin Title: Vice President, Finance</p> <p>DocuSigned by: <i>Jennifer Kaelin</i> Signature</p> <p>Date: <u>8/28/2014</u></p>	<p style="text-align: center;">STATE OF MONTANA:</p> <p>Name: Steve Baiamonte Title: Administrator</p> <p style="text-align: center;"><i>Steve Baiamonte</i> Signature</p> <p>Date: <u>2 SEPT 2014</u></p>
---	---

DS
SC

For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Paul Stember
Telephone	651-206-3858
E-mail	pstember@wsca-naspo.org

[Please email fully executed PDF copy of this document to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]