

**PARTICIPATING ADDENDUM**  
(hereinafter "Addendum")  
**WESTERN STATES CONTRACTING ALLIANCE**  
**PUBLIC CLOUD HOSTING SERVICES**  
Administered by the State of Utah (hereinafter "Lead State")

STATE OF UTAH STATE COOPERATIVE CONTRACT  
(hereinafter "Contract")  
Dewberry & Davis Service Operations, Inc.  
(hereinafter "Contractor")  
Utah Contract Number: MA265

And

STATE OF MARYLAND  
(hereinafter "Participating State")  
(Participating State Contract Number: **F50B4400073**)

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1. Scope: This Addendum between Contractor and Participating State (hereinafter "Parties") covers the Contract, 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 official. The purpose of the Contract is to provide state agencies and all registered cooperative purchasing organizations with an expedited means of obtaining Public Cloud Hosting Services.

2. Participation: Use of specific WSCA cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

**INDIVIDUAL CUSTOMER**: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Contract, and they will have the same rights and responsibilities for their purchases as the Lead State has in the Contract. 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 State/Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to WSCA and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees.

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**3. Participating State Modifications or Additions to Contract:**

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

**INCORPORATION OF STATE OF UTAH COOPERATIVE CONTRACT**

The Contract, as now or hereafter amended made by the original parties thereto during the term of this Addendum, is incorporated as if set forth at length. All rights and obligations between the Parties are governed by the terms of the Contract, as amended by this Addendum.

To the extent of a conflict in terms between the Contract and this Addendum, the following descending order of precedence shall apply:

1. Participating Addendum
2. State of Utah Cooperative Contract

**Contract Term:**

This Addendum shall be effective from **March 10, 2014** through **July 31, 2015**, unless sooner terminated by either party.

The provisions of Exhibit A to this Addendum, which is attached hereto and incorporated by reference herein, apply to all transactions under this Addendum.

**4. (Purposely Left Blank)**

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

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Lead State

Name	Jeff Mottishaw
Address	Utah Department of Administrative Services Division of Purchasing and General Services Capitol Hill 3150 State Office Building (Mail: Purchasing and General Services PO Box 141061 Salt Lake City, UT 84114-1061)
Telephone	801-538-1287
Fax	801-538-3882
E-mail	jmottishaw@utah.gov

Contractor

Name	Phillip Thiel
Address	Dewberry & Davis Service Operations, Inc. 8401 Arlington Blvd, Fairfax, VA 22031
Telephone	703-849-0271
Fax	703-849-0182
E-mail	pthiel@dewberry.com

Or

Name	Jeffrey Poplin
Address	Dewberry & Davis Service Operations, Inc. 8401 Arlington Blvd, Fairfax, VA 22031
Telephone	703-849-0614
Fax	703-849-0182
E-mail	jpoplin@dewberry.com

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<u>Participating State</u>	
Name	Greg Urban
Address	Maryland Department of Information Technology 45 Calvert St., Annapolis, MD 21401
Telephone	410-260-7279
Fax	
E-mail	<a href="mailto:gregory.urban@maryland.gov">gregory.urban@maryland.gov</a>

**6. Subcontractors:**

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

**7. Purchase Order Instructions:**

The form of "engagement" and required information on the invoice related to services provided under the Contract have been determined by WSCA and agreed to by the Contractor. Any additional information requirements should be detailed in Paragraph 3 (above).

**8. Contract Number:**

All purchase orders issued by purchasing entities within the jurisdiction of this Addendum shall include the Participating State Addendum Number, F50B4400073, and the Lead State Contract Number, MA265.

This Addendum and the Contract Number MA265 (administered by the State of Utah ) together with its exhibits, set forth the entire Addendum 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 Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Contract and its exhibits, by any subsequent purchase order or

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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 Contract 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.

<b>Participating State Chief Procurement Official:</b>	<b>Contractor:</b> Dewberry & Davis Service Operations, Inc.
Date: 5-28-12	
<b>Participating State Chief Information Official:</b>	

[Additional signatures as required by Participating State]