



State of Idaho

Participating Addendum

Purchase Order Summary		Supplier
Purchase Order Number:	PADD19200257	BJ Birtz SciQuest 3020 Carrington Mill Blvd Morrisville, NC 27560 Phone: 919-500-3738 Fax: Email: bbirtz@jaggaer.com
Account Number:	AC-1	
Purchase Order Date:	November 30, 2018	
Service Start Date:	November 30, 2018	
Service End Date:	June 30, 2024	
Payment Method:	Invoice	Buyer Contact Valerie Bollinger Tel:208-332-1631 Fax: 208-327-7320 Valerie.Bollinger@adm.idaho.gov
Payment Terms:	NET30	
Currency	USD	
FOB Instruction:	Destination	
Attachment(s):	<u>Idaho (State of) NASPO Participating Addendum 30 Nov 2018 FINAL.pdf</u> :Signed PADD	

Contract Number:

Bill To Address	Ship To Address
DOP - Prog Mgr Dept of Administration Division of Purchasing 304 N 8th Street Rm 403 PO Box 83720 Boise, Idaho 83720	DOP - Prog Mgr Dept of Administration Division of Purchasing 304 N 8th Street Rm 403 PO Box 83720 Boise, Idaho 83720
Phone: 208-332-1600	Phone: 208-332-1600
Fax: 208-327-7320	Fax: 208-327-7320
Email: purchasing@adm.idaho.gov	Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager	Mail Stop: DOP Program Manager

Instructions

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for eProcurement Software as a Service pursuant to NASPO ValuePoint Master Agreement #W33-2010, originally awarded by the State of Colorado and assigned to the State of Utah. This Contract is for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho code, Section 67-2327. The Division of Purchasing or the Requisitioning Agency will issue individual Orders against this Participating Addendum on an as needed basis, as detailed in the attached Participating Addendum.

Contract Title: eProcurement Software as a Service

Contract Usage Type: Mandatory Use

Public Agency Clause: Yes

Contract Administration: Arianne Quignon

Phone Number: 208-332-1604

Fax Number: 208-327-7320

E-Mail: arianne.quignon@adm.idaho.gov

Contractor's Primary Contacts

Contact: Jon Grave


Phone Number: 408-763-6246

E-Mail: jgrave@jaggaer.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Initial Term 11/30/2018 - 6/30/2024; \$1,250,000

TOTAL Value to Date: \$21,250,000

		Items			
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
n/a	1.00	0	LO	1,250,000.00	\$1,250,000.00
Item Description	#1 eProcurement Software as a Service 				
Delivery Date:	November 30, 2018				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					

Sub-Total (USD)		\$1,250,000.00
Estimated Tax (USD)		\$0.00
TOTAL: (USD)		\$1,250,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : Valerie Bollinger

Signed By : Valerie Bollinger

PARTICIPATING ADDENDUM

to

Master Agreement for eProcurement Services by and among SciQuest, Inc. and the State of Colorado, in conjunction with NASPO ValuePoint (formerly the National Association of Procurement Officials and the Western States Contracting Alliance)

This Participating Addendum is entered into by the State of Idaho (the "Participating Entity") and SciQuest, Inc. dba JAGGAER ("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, by and among Contractor and the State of Colorado and the National Association of State Procurement Officials, Inc. ("NASPO"), on its own behalf and on behalf of the Western States Contracting Alliance ("WSCA"), WSCA/NASPO Agreement #W33-2010, as assigned to the State of Utah by that certain Contract Assignment and Assumption dated April 30, 2013 (collectively, and together with all exhibits and attachments, the "Master Agreement"). The underlying procurement for these Services was led by the State of Colorado on behalf of NASPO and WSCA and the WSCA/NASPO Members, for use by Participating Entities and those Authorized Purchasers approved by the Chief Procurement Official of a Participating Entity to utilize state contracts. Notwithstanding that the underlying procurement for the Services was led by the State of Colorado, the Master Agreement is currently administered by the State of Utah on behalf of NASPO and WSCA and the WSCA/NASPO Members. 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 "PADD".

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 PADD shall be limited to the scope of the Master Agreement. The purpose of this PADD is to create a statewide centralized electronic procurement system providing more efficient delivery of state procurement services through the use of technology.
2. Participation: This PADD may be used by all State of Idaho agencies, institutions of higher education, and public agencies as defined in Idaho Code 67-2327 (each a "Separate Authorized Purchaser"). When entering into any Service Order, each Separate Authorized Purchaser will represent and warrant that it (i) is authorized to enter into the Service Order; and (2) will be solely responsible for fulfilling its obligations, including payments, as described in that Service Order. 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: All modifications to the Master Agreement and additional terms and conditions specific to the Participating Entity are incorporated herein in this PADD.
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: Vic Chynoweth, Chief Financial Officer
Address: 3020 Carrington Mill Blvd., Suite 100
Morrisville, NC 27560

Telephone: (919) 659-2100
E-mail: vchynoweth@jaggaer.com

Participating Entity

Name: Valerie Bollinger, State Purchasing Manager
Address: 304 N. Eighth St., Rm 403
Boise, ID 83720-0075
Telephone: (208) 332-1631
E-mail: Valerie.bollinger@adm.idaho.gov

5. Subcontractors: All 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 PADD are set forth in the Master Agreement.

6. Contract Instructions: All Service Orders issued under this PADD 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. Each Order Form or Statement of Work issued under this PADD shall contain the following:

- (a) A statement indicating that the Statement of Work or Order Form is subject to the terms of the Addendum;
- (b) The name, address, contact, and phone number for the Authorized Purchaser;
- (c) The Contractor Applications to which the Authorized Purchaser 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 Chief Financial Officer at the following address:

Address Contracts to:

Name: Vic Chynoweth, Chief Financial Officer
Address: 3020 Carrington Mill Blvd., Suite 100
Morrisville, NC 27560
Telephone: (919) 659-2100
E-mail: vchynoweth@jaggaer.com

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

Name: Vic Chynoweth, Chief Financial Officer
Address: 3020 Carrington Mill Blvd., Suite 100
Morrisville, NC 27560
Telephone: (919) 659-2100
E-mail: vchynoweth@jaggaer.com

7. Assignment: In accordance with Idaho Code 67-9230 and 67-1027, no contract or order or any interest therein (i.e., this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing, which approval will not be unreasonably withheld, and recognized by the Idaho Board of Examiners. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Participating Entity.

8. Governing Law: Notwithstanding any provision to the contrary, this PADD and all Service Orders entered into under the PADD by the Addendum Parties shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (UCC).

9. Public Records and Trade Secret: Title 74, Chapter 1, Idaho Code (the Public Records Act) provides for the examination of public records, including records related to procurements and contracts. Section 74-107 details an exemption to examination of records deemed "trade secrets." Generally, this exemption describes trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy."

Upon request by the Participating Entity, the Contractor will provide an electronic copy of any documents related to this PADD, with any information it has determined to meet the Idaho Code definition of trade secret redacted, within nine (9) business days. The Contractor must redact only that information which meets the definition of "trade secret"; entire documents identified as "confidential" will not be accepted.

10. TERMINATION FOR FISCAL NECESSITY: The State is a government entity and it is understood and agreed that the State's payments under the Contract shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill the Contract. The Contract shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the State, as may exist from time to time. The State reserves the right to terminate the Contract in whole or in part (or any order placed under it) if the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event that funds are no longer available to support the Contract, as described herein, the State

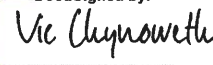
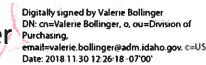
shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. In the event of early Contract termination under this section, the State will collect all Contractor-owned equipment and accessory items distributed under the Contract within thirty (30) calendar days of Contract termination. Items will be collected at a central (or regional) location(s) designated by the State. Contractor will be responsible for all costs associated with packaging and removing all Contractor-owned items from the State-designated location(s), which must be completed within thirty (30) calendar days of written notification from the State. If Contractor fails to remove its items within that time period, the State may charge Contractor for costs associated with storing the items; and may otherwise dispose of the items as allowed by applicable law. At Contractor's request, the State shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by the State to terminate for its convenience.

11. **Merger Clause:** This PADD 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.

IN WITNESS WHEREOF, the Addendum Parties have executed this PADD which is effective as of the last date of execution below.

THE PARTIES HERETO HAVE EXECUTED THIS PARTICIPATING 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.**

CONTRACTOR:	AUTHORIZED PURCHASER:
SciQuest, Inc. dba JAGGAER Name: Vic Chynoweth Title: Chief Financial Officer DocuSigned by:  923A7AFA3398453... Signature 11/30/2018 Date: _____	Name: Valerie Bollinger Title: State Purchasing Manager Valerie Bollinger  Digitally signed by Valerie Bollinger DN: cn=Valerie Bollinger, o=ourDivision of Purchasing, email=valerie.bollinger@adm.idaho.gov, c=US Date: 2018.11.30 12:26:18 -0700 Signature Date: _____

DS
BT



Statement of Work Client: State of Idaho

Client hereby orders from SciQuest, Inc. dba JAGGAER ("JAGGAER") the services described in this statement of work ("SOW"). This SOW is issued under and incorporates the Agreement in effect between the parties. "Agreement" shall mean the terms and conditions, master subscription agreement or other similar agreement governing the purchase of JAGGAER Applications and/or Services signed by and between Client and JAGGAER, or its applicable Affiliate, as same may be/have been amended by the parties from time to time. Upon signature by Client, this SOW shall become legally binding (the "Effective Date"), unless this SOW is rejected by JAGGAER. JAGGAER may reject this SOW if changes have been made to this SOW.

1. **Introduction.** Under this SOW, JAGGAER shall provide Client services to implement the JAGGAER software applications designated in this SOW (the "JAGGAER Applications") in accordance with the scope described in this SOW (the "Services").
2. **Services Provided on a Fixed-Fee Basis.** JAGGAER shall provide the Services on a fixed fee basis per the schedule below. Fees shall be due and payable thirty (30) days from the date of the invoice. Client shall reimburse JAGGAER for reasonable travel expenses incurred in conjunction with the Services, in accordance with the State of Idaho travel policy found on the Board of Examiners' page at www.sco.idaho.gov. Any estimated travel fees are listed in the table below. Any travel fees in excess of the estimated fees below require Client's prior written approval. If Client cancels scheduled event with planned travel less than 10 days prior to date of trip, Client will be billed a cancellation fee of \$4,000 and will incur any travel change fees incurred as a result of the last minute change. Client and JAGGAER will mutually agree upon the start date for this Project, which will be no later than six months from the effective date of this SOW.

Milestone	Fee
SOW Execution (payable Net 30)	\$48,600.00
Validated Build (payable Net 30)	\$48,600.00
Full System Acceptance (payable Net 20)	\$64,800.00
Total	\$ 162,000.00
Estimated Travel Budget	\$8,000.00

3. Deliverables.

- a. **JAGGAER Applications.** The following JAGGAER Applications will be Implemented by JAGGAER under this SOW:

JAGGAER Applications	Included functionality
JAGGAER Indirect Total Contract Manager	Repository and Authoring
JAGGAER Indirect Total Supplier Management	Supplier On-boarding and Profile Management
JAGGAER Indirect Sourcing Developer	RFI and RFX

- b. **Environments.** JAGGAER will deliver and configure one test environment to test the configurations selected by Client and one production environment for Client to conduct production transactions in the JAGGAER Applications. Client shall continue to have access to the test environment after completion of the Services and during the term of its Agreement with JAGGAER. Any implementation by JAGGAER of any additional environments is subject to additional fees.
- c. **Configurations.** The JAGGAER Applications contain a variety of configuration options. JAGGAER's Services include reviewing the configuration options available to Client in the JAGGAER Applications and assisting Client in determining which configuration options best match Client's business processes during the Configuration Phase of the project. In addition to helping Client determine the most appropriate configuration options for Client, and implementing the specific configurations agreed upon during the Configuration Workshop and Configuration Sessions, JAGGAER will train Client on how to evaluate and make configuration changes so that Client has the ability to adjust configurations after completion of the Services and at any time during the term of its Agreement with JAGGAER. JAGGAER will provide configurations based on its best-practices, standard scope of configuration described at <https://www.jaggaer.com/content/configuration-details> (the "Standard Configuration Scope") Any additional configurations outside of the Standard Configuration Scope may be subject to additional fees.



Statement of Work Client: State of Idaho

- d. **Loading Client Data into the JAGGAER Applications.** JAGGAER will load the Client's data into the JAGGAER Applications in accordance with its standard, best practices. Estimated data load scope is described as 40,000 Suppliers, 1000 contracts, 3 contract templates, 3 Sourcing templates and 3 Supplier Profiles. (the "Client Data Load Scope"). Any data load activities in addition to the Client Data Load Scope may be subject to additional fees.
- e. **Project Methodology.** JAGGAER will provide the implementation Services in accordance with its project methodology described at: <https://www.jaggaer.com/content/implementation-services-overview>.
- f. **Product Training.** JAGGAER will provide the following formal training events listed in the below table. In addition, JAGGAER will provide Iterative Product Education sessions which provide a hands-on approach to the Client's Solution education and proficiency in administering the Solution. These informal training opportunities occur through Project working sessions via the JAGGAER Professional Services team. Training topics and agenda will be mutually agreed upon between JAGGAER and the Client.

Category	Product/Topic	Duration	Number of Students
Product Orientation	JAGGAER Indirect Suppliers, Contracts	4 hours	12
Trainer/User	JAGGAER Indirect Platform Basics (Login, Navigation, Projects, Objects, Suppliers, Attachments, and Getting Help)	4 hours	12
Trainer/User	JAGGAER Indirect Total Supplier Management	4 hours	12
Trainer/User	JAGGER Indirect Total Contract Management	4 hours	12
Administrator	JAGGAER Indirect Administrator Training (User & User Role Configuration, Division and Department Configuration, Dashboard Configuration, and Admin Login & Navigation)	4 hours	3

4. **Roles and Responsibilities Chart; Additional Deliverables; Estimated Phase and Project Duration.** The project duration is 34 weeks.

Mobilization Phase	Estimated Phase Duration: 2 weeks	Client	JAGGAER
Reserve project resources and commence preliminary planning prior to Client engagement		Support	Lead
Planning and Discovery Phase	Estimated Phase Duration: 8 weeks	Client	JAGGAER
Complete Client business processes and data questionnaire to enable JAGGAER to provide Client an initial configuration of the JAGGAER Applications in the test environment for Client's review (" Initial Configuration ")		Lead	Support
Conduct project kickoff planning session with team members to review project schedule and management (" Project Kickoff Meeting ")		Support	Lead
Provide Client overview of the functionality of the JAGGAER Applications		Support	Lead
Provide Client (i) Gantt chart of project showing detailed timeline and activities (" Project Plan ")		Support	Lead
Provide Initial Configuration based on Client's feedback regarding its business processes		Support	Lead
Design and Configuration Phase	Estimated Phase Duration: 10 weeks	Client	JAGGAER
Review Initial Configuration with Client, review best practices configuration options and obtain Client's feedback on its business process and how the Initial Configuration should be adjusted to best match Client's business processes (" Configuration Workshop ").		Support	Lead
Provide Client a sample best practices validation test plan and testing guide to enable client to build test scenarios		Support	Lead



Statement of Work Client: State of Idaho

Conduct series of iterative working sessions to: (1) continue to adjust configurations to best match Client's business processes and (2) train Client on how to configure the JAGGAER Applications, so that Client may continue to adjust configurations as needed based on its organizational and users' needs (" Configuration Sessions ")		Support	Lead
Configure JAGGAER Application in test environment, based on Configuration Workshop and Configuration Sessions		Support	Lead
Provide subset of Client data per the Client Data Load Scope to JAGGAER in specified format		Lead	Support
Load subset of Client's data into the JAGGAER Applications in the test environment		Support	Lead
Provide Client detailed walk through of newly configured JAGGAER Applications		Support	Lead
Complete Implementation Workbook, which Client may continue to rely on as guide during both implementation and production to understand configuration decisions		Support	Lead
Validate Build completion based on outputs of Configuration sessions and implementation workbook		Lead	Support
Validation and Testing Phase	Estimated Phase Duration: 6 weeks	Client	JAGGAER
Kick off Client's user validation testing of the configurations chosen by Client to best match Client's business processes (" Validation Testing ")		Support	Lead
With JAGGAER's support and guidance, finalize the Validation Testing plan with the specific workflows and integrations from the Implementation Workbook, so that Client may fully validate that the configurations best match Client's business processes		Lead	Support
Completion of Validation Testing		Lead	Support
Deliver plan to migrate the JAGGAER Applications configured for Client from the test environment to the production environment		Support	Lead
Finalize plan to roll out JAGGAER Applications to Client's users		Lead	Support
Migrate the JAGGAER Applications configured for Client into a production environment		Support	Lead
Provide full set of Client data per the Client Data Load Scope to JAGGAER in specified format		Lead	Support
Load full set of Client's data per the Client Data Load Scope into the JAGGAER Applications		Support	Lead
Go-Live Phase	Estimated Go-Live Phase Duration: 6 weeks	Client	JAGGAER
Complete controlled live testing of the JAGGAER Applications or first production transactions, using actual production data, as an additional quality check (" Controlled Live Testing ") Production Configuration Review and Sign off		Lead	Support
Deliver Best Practice RFP Development Training		Support	Lead
Support one End To End Sourcing Event for an agreed category		Lead	Support
Initial Go Live with Deployment of JAGGAER Applications to a control group selected by Client, with support from JAGGAER		Lead	Support
Deploy JAGGAER Applications to all Client users, with support from JAGGAER, including project management support, ongoing guidance and feedback, providing best practices options, providing standard training materials and standard roll out communications to Client's user base		Lead	Support
Extended Care Phase	Est. Extended Care Phase Duration: 2 weeks	Client	JAGGAER
Provide client support as needed during engagement at six (6) hours of extended care support per week by dedicated JAGGAER representative. (" Extended Care ")		Support	Lead
Transition Client to JAGGAER Customer Support; set up Customer Support Portal for Client		Support	Lead
TOTAL PROJECT DURATION:		34 weeks	

5. Project Duration; Cooperation.

- a. **Project Completion Date.** The total project completion duration set forth above is subject to Client's timely completion of its responsibilities under this SOW, the Services not exceeding the scope of the SOW and any items out of JAGGAER's reasonable control. In the event JAGGAER is delivering multiple JAGGAER Applications to Client, individual JAGGAER



Statement of Work Client: State of Idaho

Applications may be implemented in sequentially or in parallel as determined in the Planning Phase of the Project. The duration of the project will be delivered in consecutive weeks unless mutually agreed.

- b. **Cooperation.** Client and JAGGAER agree to cooperate reasonably and in good faith with the other in the performance of their responsibilities under this SOW, and acknowledge that delays may otherwise result. Client agrees to provide, or provide access to, the following: (i) complete and accurate information and data from its employees and agents; (ii) coordination of onsite, online and telephonic meetings; and (iii) a system administrator resource to be Client's primary user and administrator of the JAGGAER Applications during the project.
- 6. **Location of Services.** All Services will be delivered remotely except two (2) onsite events up to two (2) days each for training, kickoff meetings, or workshops as mutually agreed.
- 7. **Deliverables; Acceptance.**
 - a. **Deliverables.** As described in Section 3 ("Deliverables") and Section 4 ("Roles and Responsibilities Chart; Additional Deliverables; Estimated Phase and Project Duration"), JAGGAER will deliver: (i) access to the JAGGAER Applications in test and production environments; (ii) configurations to the JAGGAER Applications; (iii) Client data loading; (iv) integrations; (v) training materials; and (vi) the Project Plan, Implementation Workbook and other project guides and materials (collectively, the "Deliverables").
 - b. **Acceptance.**
 - i. Deliverable Acceptance. As part of the Services, JAGGAER will provide each Deliverable for Client's review, testing, input and feedback, often on an iterative basis. Client, in turn, shall review or test Deliverables pursuant to any applicable criteria or testing agreed upon by the parties for such Deliverable, and provide JAGGAER its input and feedback. If Client wishes JAGGAER to make adjustments to a Deliverable and/or, in its reasonable and good faith judgment, determines that any Deliverable does not meet the applicable requirements set forth for such Deliverable in the SOW, Client shall notify JAGGAER within ten (10) business days after JAGGAER's submission of the Deliverable to give written notice to JAGGAER specifying any requested adjustments. Each Deliverable shall be deemed accepted by Client unless notice is provided to JAGGAER within ten (10) business days after JAGGAER's submission of the Deliverable. Upon Client's written notice, JAGGAER shall, within ten (10) business days (i) carefully consider and review all input and feedback received from Client, (ii) use reasonable efforts to incorporate all such Client input and feedback into the Deliverables and, to the extent Client has identified any failure to meet the applicable requirements set forth for such Deliverable in the SOW, (iii) promptly cure any such deficiencies within ten (10) business days of such notice and then resubmit the Deliverable for further review and acceptance testing in the same manner. Should any Deliverable fail to satisfy the applicable requirements after the resubmission of such Deliverable to Client, Client may again reject the Deliverable and return it to JAGGAER for further cure and resubmission. Client shall provide JAGGAER a written acceptance of each Deliverable promptly upon acceptance. Failure to reject a Deliverable within the applicable acceptance period shall be deemed acceptance of such Deliverable.
 - ii. Full System Acceptance. Acceptance of the full system and implementation shall occur twenty (20) business days after "Go Live," i.e. live system deployment, unless the State has notified the Contractor in writing that the system as implemented does not meet the State's specification requirements, that the system has not been implemented correctly, or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract. The carrying out of production transactions twenty (20) business days post Go Live as defined herein without Client's written notice will constitute as Full System Acceptance.
- 8. **Changes to Scope.** Any changes to the scope of Services under this SOW, including any additional integrations, additional data load activities, project delays (not caused by JAGGAER or outside of JAGGAER's reasonable control), may result in additional fees and shall be made by written change order or amendment to the SOW signed by an authorized representative of each party prior to implementation of such changes.



Statement of Work
Client: State of Idaho

IN WITNESS WHEREOF, each party hereto has caused this SOW to be executed by its duly authorized representative.

State of Idaho	SciQuest, Inc. dba JAGGAER
By: <i>Valerie Bollinger</i>	By:
Printed Name: <i>Valerie Bollinger</i>	Printed Name:
Title: <i>State Purchasing Manager</i>	Title:
Date: <i>11/30/18</i>	Date: