PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER AGREEMENT NUMBER: MA149

PARTICIPATING ENTITY: STATE OF OREGON
PA Number: 1663

This Participating Addendum (the "PA") is made this 26th day of March, 2021 (the "PA Effective Date"), between the State of Oregon ("Participating Entity" or "State") acting by the Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS") and AT&T Corp. ("Contractor") (Participating Entity and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

<u>Section 1.</u> <u>Recitals.</u>

1.1 Contractor and the State of Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO"), are parties to that certain wireless communication services and equipment contract #MA149, dated, December 6, 2019, as amended (the "Master Agreement").

1.2 Participating Entity wants to participate in the Contract pursuant to the terms and conditions of the PA.

<u>Section 2.</u> <u>Agreement.</u> In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participating Entity and Contractor hereby agree to the terms and conditions of the PA (the Master Agreement and the PA, together with all valid Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Master Agreement.

<u>Section 3.</u> <u>Authorized Purchasing Entities.</u> Participating Entity hereby designates itself, all state agencies and members of the Oregon Cooperative Procurement Program as authorized Purchasing Entities under the Agreement. Contractor may verify that a particular entity is an ORCPP member on-line at http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx or by using the Oregon Procurement Information Network (ORPIN) at http://orpin.oregon.gov/open.dll/welcome.

<u>Section 4.</u> <u>Purchase Orders.</u> Except as set forth herein, Purchase Orders <u>must</u> reference both Master Agreement #MA149 and the PA to be valid. Upon acceptance of any such valid Purchase Order, the corresponding Purchasing Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related Products provided. Notwithstanding the foregoing, any Purchase Order submitted that does not properly reference the Master Agreement number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such Purchase Order was properly authorized and intended for use with the PA. In such instances, the corresponding Purchase Order will be similarly valid and binding. Terms and conditions inserted into a Purchase Order by a Purchasing Entity that are inconsistent with, contrary to, or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement. Any such attempts to add or incorporate such terms and conditions are hereby rejected and such inconsistent, contrary, and/or additional terms are void. **<u>Section 5.</u> <u>Primary Contacts.</u>**

Participating Entity:	**Lead State: UTAH**
Name: Rachel Smith	Name: Christopher Jennings
Title: Procurement Analyst	Title: Assistant Director
Address: 1225 Ferry St SE	Address: 3140 State Office Bldg.
Salem, OR 97301	Salt Lake City, UT 84114

Telephone: (971)707-0263 Telephone: 801-538-3157

AT&T NASPO Wireless PA #1663

Fax Number: N/A Fax Number: 801-538-3882

E-Mail: Rachel.r.smith@oregon.gov E-Mail: ctjennings@utah.gov

Contractor Account Team: **Contractor Main:**

Name: Rob Holden Name: Bethani Cross

Title: Client Solutions Executive Title: NASPO Program Manager Address: 20309 N Creek Pkwy Address: 311 S Akard St. Bothell, WA 98011 Dallas, TX 75202

Telephone: 206-954-9477 Telephone: 214-679-9053

Fax Number: N/A Fax Number: N/A

E-Mail: rh9245@att.com E-Mail: bethani.cross@att.com

Section 6. **Authority.** By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participating Entity, as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participating Entity agree to be bound by the provisions hereof. In addition, Participating Entity represents that it has received the requisite approvals from the applicable Chief Procurement Official and NASPO to participate in the Master Agreement.

Section 7. **Miscellaneous.**

7.1 Employee Benefit Program. Purchasing Entity may at Purchasing Entity's discretion participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

7.2 State Terms and Conditions. This PA is subject to the additional state terms and conditions ("Oregon Terms") set forth in Exhibits 1 – 6 attached hereto and made a part hereof. Notwithstanding anything to the contrary elsewhere in the Agreement including but not limited to §9 of this PA, the terms and conditions of the Master Agreement and the terms and conditions of the PA take precedence over any conflicting terms set forth in the Oregon Terms.

Section 8. **Notice of Administrative Fees.** All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

- **Contract Fees Under the Master Agreement,** Contractor is being charged an Administrative Fee of: (i) 0.25% of all CRUs' Total Wireless Spend; and (ii) 0.10% of all IRUs' Total Wireless Spend of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

- **Vendor Collected Administrative Fee under the PA.** Contractor shall submit a vendor collected administrative fee ("VCAF") equal to Two Percent (2.0%) of Contractor's CRUs' Total Wireless Spend in accordance with the following processes:

- Contractor may show the VCAF fee as a separate line item charge to Purchasing Entities. Contractor's prices must reflect all Contractor's charges to Purchasing Entities.
- Contractor is responsible for timely payment of the VCAF, regardless of entity that actually reports or makes VCAF payment to DAS PS. The form of payment must be specifically approved by the Contract Administrator. Late payments from Contractor will accrue interest at the maximum rate permitted by law until such overdue amount shall have been paid in full. The Department of Administrative Services (DAS) will invoice the Contractor based on the approved VSR template.

Within thirty (30) days from the date of invoice receipt, the Contractor shall remit payment to DAS to the “remit to” address listed on the invoice.

Section 9. Order of Precedence. Notwithstanding the Order of Precedence set forth in the Master Agreement, the Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA, pursuant to the order of precedence set forth therein; (b) the Master Agreement; and (c) any valid Purchase Order issued in connection therewith.

Section 10. Entire Agreement. The Master Agreement and this Participating Addendum set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed the PA as of the PA Effective Date.

Participating Entity: STATE OF OREGON, acting by and through the Department of Administrative Services	**Contractor: AT&T Corp**
Signature: Lori Nordlien	Signature: Jack Wildermuth
Printed Name: Lori Nordlien	Printed Name: Jack Wildermuth
Title: Procurement Services Manager	Title: Senior Contract Manager
Date: 3/30/2021	Date: 3/30/2021
	FEID: 13-4942471
	Oregon Tax ID:
Participating Entity: STATE OF OREGON, acting by and through the Office of the State Chief Information Officer	**Approved pursuant to ORS 291.047**
Signature:	By: Karen Johnson, via email
Printed Name: Terrence Woods	Assistant Attorney General
Title: State CIO	Date: 3/23/2021
Date: 03/30/2021	

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio’s webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

Contractor - email a fully executed PDF copy of this document to:

PA@naspovaluepoint.org
To support documentation of participation and posting in appropriate databases

EXHIBIT 1 State of Oregon PA #1663 to NASPO Master Agreement No. MA149 State of Oregon Specific Terms and Conditions

1. Additional Definitions. For this PA, the following terms have the meanings set forth below (all other terms are defined as in the Master Agreement):

"**Business Day**" means Monday through Friday from 8:00 am – 5:00 pm local time, excluding State of Oregon holidays and other business closure.

"**Calendar Day**" means contiguous days.

"**Oregon Cooperative Purchasing Program**" or "**ORCPP**" means the cooperative purchasing program that authorizes agencies and organizations within the State of Oregon to purchase Equipment or Service available under the statewide price agreements, including this PA. **"Purchasing Entity Data"** means information created, processed, transmitted, or stored by Purchasing Entity through the Services, and information created, processed, transmitted, stored or collected by Contractor regarding Purchasing Entity and its clients during the course of providing the Services, including, but not limited to: Personal Information, Customer Proprietary Network Information (CPNI), voicemails, text messages, other electronic messages, and Work Product.

"**State**" means the State of Oregon.

2. PA Documents; Order of Precedence. **T**his PA consists of the following documents: listed in descending order of precedence:

(1) This PA, less its exhibits;
(2) Exhibit 1, State of Oregon Specific Terms and Conditions ("Oregon Terms");
(3) Exhibit 6, Information Security;
(4) Exhibit 4, Performance Standards and Metrics;
(5) Exhibit 2, Service and Equpment (including Attachment A, Product Add Request form);
(6) Exhibit 5, Additional Insurance Requirements;
(7) The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions); and
(8) Exhibit 3, Sample Purchase Order.

All other pamphlets, preprinted good, product or service descriptions, Contractor forms, Contractor ordering forms, agreements related to any specific product or service, or any terms and conditions found online and not set forth in this PA are of no force and effect unless included in the Master Agreement or the PA.

3. Contractor Selection. This PA is not exclusive. Purchasing Entities may purchase goods and services that are the same or similar to those described in the PA from any other source, and Contractor may furnish such Equipment or Service to any third party. DAS PS has awarded multiple Participating Addenda under this solicitation. Purchasing Entities shall select a contractor as follows:

3.1. Purchasing Entities that are State Agencies must either:

3.1.1. Conduct a best value comparison process to select the contractor for award based upon various factors, including: cost, Product or Services availability, time of performance, or other factors. Purchasing Entity shall issue a request for quote to all Participating Addenda holders detailing the Service or Equipment need and evaluation criteria, including: Good, Product or Service availability, time for delivery or performance, costs, and any other factors.

State Agency Purchasing Entity shall award the Purchase Order to the contractor with the offer that is in the best interest of Purchasing Entity; or

3.1.2. Establish a sole source or brand name.

3.1.3. State Agency Purchasing Entity's determination is final.

3.2. Other Purchasing Entities must comply with their own statutes, rules and policies related to the selection of a contractor.

4. **<u>Service and Equipment; Specifications; Volume Sales Reports; Performance Standards</u>**. All Service and Equipment available under the Master Agreement as set forth on Exhibit 2 are available under this PA. DAS PS acknowledges that the Service and Equipment are subject to availability and change, including the removal and addition of Service and Equipment. Contractor shall give DAS PS notice of any change. In the event Contractor wishes to add Service and Equipment, Contractor shall complete the Product Request Add form set forth as Attachment A to Exhibit 2 and submit the completed form to DAS PS. DAS PS shall review the request and if acceptable, add the Services and Equipment to Exhibit 2.

DAS PS also will maintain a list of approved Service and Equipment available under this PA and will post the list of approved Service and Equipment on its website.

4.1. **Upgrade of Equipment and Devices.** Purchasing Entity shall be entitled to an upgrade of any device upon the eighteen (18) month anniversary of the Purchase Order, provided the Purchasing Entity's account is still active and in good standing.

5. **Performance Standards; Reports.**

5.1. **Volume Sale Reports.** Contractor shall submit a Volume Sales Report (VSR) to DAS PS as follows:

5.1.1. Unless otherwise set forth herein, Contractor shall follow the process published at https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx.

5.1.2. The quarterly report is due no later than fourty-five days calendar days from the end of the quarter. (For purposes of this PA, quarters end March 31, June 30, September 30 and December 31.) Upon written notice from DAS PS, Contractor shall submit the VSR on a monthly basis no later than five (5) business days from the end of the preceding month, as directed by DAS PS.

5.2. Performance Standards and Metrics; Vendor Management Program. During the term of this PA and each Purchase Order, Contractor shall, at all times, comply with:

5.2.1. The performance requirements and expectations specified in the State of Oregon, Enterprise Information Services, Basecamp New Contractor Onboarding Guide, which is located at: http://www.oregon.gov/basecamp/Documents/New_Vendor_Onboarding_Guide_V.1.pdf; and

5.2.2. The performance requirements set forth in Exhibit 4.

5.2.3. **Vendor Management Program.** In addition to any performance monitoring or vendor relations activities conducted by DAS PS or Purchasing Entities, Office of the State Chief Information Officer also known as Enterprise Information Services Vendor Management Program will perform vendor management activities as described below. Each Contractor that enters into a Base Camp Agreement (BPA) will be required to participate in the EIS' Vendor Management Program, which is described generally in this section. Some of the Vendor Management activities described in this section related to agreed upon service levels, which will be set forth in each BPA, along with specific remedies for failing to meet those service levels. Other activities, while not corresponding to specific contractual requirements, will require Contractor to participate in vendor management meetings with the EIS staff, but do not correspond to specific contractually agreed upon remedies.

The items below are topics that may be subject to the EIS Vendor Management Program. The list below is not exhaustive:

5.2.3.1. Data Transparency
Includes public posting (i.e. on Oregon.gov website) of performance, pricing, market share, customer reviews, contract information, Contractor contacts, and announcements.

5.2.3.2. Performance Measurement
Measure performance on a regular basis in relation to agreed upon quality levels of key outcome areas. These areas include:
i. Cost Management ii. Technology Management iii. Compliance and Risk Management iv. Relationship Management v. Strategic Partnership

Measurements may be calculated based on data collected from the successful contractors, customer survey developed by EIS, internal data collection measures, third party tools, or a combination of any of the foregoing.

5.2.3.3. Due Diligence Review
Review and analysis of contractor answers on Due Diligence Worksheet to determine overall risk. Successful contractors provide updates of key indicators as agreed upon between the parties showing proof of compliance or achievement to demonstrate continual progress towards risk mitigation.

5.2.3.4. Performance Management

a. Successful contractors engage in regularly recurring business and performance reviews in which a balanced scorecard is reviewed, and any necessary performance improvement plans are drafted.

b. Successful contractors engage with vendor management to discuss opportunities for greater alignment of operations to improve core outcomes.

5.2.3.5. Issue Resolution

When issues arise, parties will follow the issue resolution process, which may include the development and implementation of a performance improvement plan, overseen by the Vendor Management Program.

6. **Warranties; Performance of Services; Reperformance of Services**. Contractor shall pass through to Purchasing Entities all manufacturer warranties to the fullest extent allowed under law. Without limiting the representations and warranties set forth in these Oregon Terms, Contractor and Contractor's technicians and other staff (collectively, "Contractor Personnel") shall perform all Services, including maintenance Services, with the skill and knowledge possessed by wellinformed members of their trade or profession and Contractor and Contractor's Personnel will apply that skill and knowledge with care and diligence so Contractor and Contractor's Personnel perform the Services described in this PA in accordance with the standards prevalent in Contractor's profession or trade, or both.

7. **Invoices and Payment Provisions**.

7.1. **Invoices.** Contractor may invoice Purchasing Entities upon delivery of Service and/or Equipment. Invoices must be delivered to the physical address identified in the applicable Purchase Order. All invoices must include all of the following information:

1. Applicable Purchase Order Number
2. Description of Equipment Delivered
3. Quantity of Equipment ordered
4. Quantity of Equipment delivered
5. Price per unit
6. Service Ordered and Delivered
7. Price/rate charged for Service
8. Total Price invoiced
9. Address to which payment must be remitted

7.2. **Payment of Invoices**. Invoices must be paid, subject to Acceptance made in accordance with the Master Agreement, §17 Payment, by Purchasing Entities within forty-five (45) days of delivery of the applicable Equipment or Acceptance of the Service. Any interest for overdue payment is subject to ORS 293.462.

7.2.1. Purchasing Entities shall have the right to pay invoices as follows:

1. Credit Card:

VISA: X
Master Card: X
Other Credit Cards: (Discover, American Express)

2. Direct Deposit (e.g., ACH), Electronic Funds Transfer (EFT) or

3. Check

7.3. Availability of Invoices/Statements. Contractor shall provide all Purchasing Entities with online access to each Purchasing Entity's account information through Contractor's website. Such website shall include the following functions and features:

7.3.1. Allow each Purchasing Entity to view, download, and print its individual invoicing and payment history;

7.3.2. Allow each and all Purchasing Entities to:

7.3.2.1. Pay one invoice online in one single transaction using a credit card;

7.3.2.2. Receive, upon payment of one or more invoice: (a) a unique confirmation number upon completion of payment, and (b) email confirmation that payment made has posted;

7.3.2.3. Conduct searches of invoices issued by Contractor including the ability to search by invoice date, due date, purchase order number, ship to location, or transaction type;

7.3.2.4. Review invoice and payment activity, including credits, adjustments, and amounts due and past-due;

7.3.2.5. View, print, and export invoices using a variety of common formats such as xlsx., pdf., or csv.

7.3.3. Allow each Purchasing Entity to change the billing cycle for its Services at any time; and

7.3.4. Dispute invoices and upon submission of a dispute have a tracking or confirmation number automatically generated.

8. <u>Contractor to Provide Customer Service</u>. In addition to the developing and maintaining the Website for Participating Entity, Contractor shall provide a dedicated account representative and dedicated customer service team to assist all Purchasing Entities with: (a) use of website www.att.com; (b) obtaining information regarding the Service and Equipment offered by
Contractor, (c) return of non-conforming Service or Equipment, and (d) assistance with the use and troubleshooting the use of Service or Equipment. Such customer service help shall be provided by means of an online and telephone helpdesk.

9. <u>Ownership of Data; Confidential Information.</u>

Purchasing Entity owns all Purchasing Entity Data, including Purchasing Entity Data that is Work Product or that is otherwise created by or resulting from the Services. Contractor hereby irrevocably assigns to Purchasing Entity any and all of its rights, title, and interest in all Purchasing Entity Data, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall comply with the Information Security provisions set forth in Exhibit 6.

Upon Purchasing Entity's reasonable request, Contractor shall execute such further documents and instruments to fully vest such rights in Purchasing Entity. In addition, upon Purchasing Entity's request, Contractor shall deliver any and all Purchasing Entity Data to Purchasing Entity within Five (5) Business Days of Purchasing Entity's written request.

10. **Contractor's Proprietary Information; Oregon Public Records Laws.** A Purchasing Entity's obligations of confidentiality, if any, are subject to the Oregon Public Records Laws, including ORS 192.311-192.478, and the provisions for the custody and maintenance of public records, ORS 192.005–192.170. If a Purchasing Entity receives from a third party any request under the Oregon Public Records Law for the disclosure of Contractor proprietary information, the Purchasing Entity will notify Contractor within a reasonable period of time of the request. Contractor is exclusively responsible for defending Contractor's position concerning the confidentiality of the requested information. Notwithstanding the foregoing, while the Purchasing Entity is not required to actively assist Contractor in opposing disclosure of proprietary information, the Purchasing Entity will cooperate in good faith to the extent reasonably practicable with Contractor's efforts to protect its proprietary information.

11. **Representations and Warranties**. Without limiting the generality of the representations and warranty provisions of the Master Agreement, Contractor represents and warrants to each Purchasing Entity that:

11.1. Contractor has the power and authority to enter into and perform this PA, and any Purchase Order between a Purchasing Entity and Contractor and that this PA, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;

11.2. Contractor possesses and will maintain at its own expense all required licenses, certifications and permits necessary to deliver the Service and Equipment under this PA and all Purchase Orders;

11.3. For a period of six (6) years, Contractor has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to Equipment or Service, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and

11.4. Contractor has no undisclosed liquidated and delinquent debt owed to the State or any agency, board, commission, department of division of the State.

11.5. **Warranties Cumulative.** The warranties set forth in this Section11 are in addition to, and not in lieu of, any other warranties provided in the Master Agreement. All warranties provided in this PA are cumulative and will be interpreted expansively so as to afford Purchasing Entity the broadest warranty protection available.

12. **Compliance with Applicable Law**.

12.1. Contractor will comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Service and Equipment performed or provided under this PA, and a Purchasing Entity's performance under a Purchase Order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230, and 279B.270. Contractor warrants the Equipment and Services provided under this PA will comply with all Federal Occupational Safety and Health Administration (OSHA) requirements and will all Oregon safety and health requirements. Contractor also agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section v of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

12.2. Pay Equity. Contractor shall comply with the provisions of ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based upon sex. Within thirty (30) days of the PA, Contractor shall provide to DAS PS a Pay Equity Compliance Certificate, issued to the Contractor by the Oregon Department of Administrative Services.

13. **Compliance with Tax Laws**. Contractor shall, throughout the Term of this PA, comply with all tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon. Any violation of this Section or Section 12 entitles Purchasing Entity to terminate a Purchase Order and further entitles the Participating Entity to terminate this PA and for each of them to pursue and recover damages that arise from the breach and the termination of this PA or, as applicable, a Contrat made pursuant to a Purchase Order, and to pursue all other remedies available under this PA, at law, or in equity.

This PA will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the Participating Entity or a political subdivision, including (i) garnishing the Contractor's compensation under any Purchase Order with a State Agency, or other Purchasing Entity as applicable, or (ii) exercising a right of setoff against Contractor's compensation under any Purchase Order with a State Agency, or other Purchasing Entity as applicable, for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

14. **Publicity.** Contractor agrees that it will not disclose the form, content, or existence of this PA or any Purchase Order in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with a Purchasing Entity, the Participating Entity, or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement of Contractor's services by the Purchasing Entity, the Participating Entity, or the State of Oregon, without the prior written consent of the foregoing.

15. **Control of Defense and Settlement**. Contractor's obligation to indemnify Purchasing Entity as set forth in Section 16 of these Oregon Terms, is conditioned on Purchasing Entity providing to Contractor prompt notification of any claim or potential claim of which Purchasing Entity becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any third-party indemnification claim hereunder; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any Purchasing Entity , nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the prior written approval of the Attorney General. The State of Oregon may, at its election assume its own defense and settlement in the event that the State of Oregon determines that (a) Contractor is prohibited from defending the State of Oregon, (b) is not adequately defending the State of Oregon's interests, or (c) that an important governmental principle is at issue and the State of Oregon desires to assume its own defense. The State of Oregon will assume the costs and expenses of its own defense under subsection (c) of the foregoing sentence.

16. **Insurance.** Within ten (10) days of the Effective Date of the PA, Contractor must provide insurance as set forth on Exhibit 5 to the PA. No Purchase Order may be placed or accepted and no Purchase Order shall be formed until proof is provided that these requirements have been met. Purchasing Entity may require additional insurance coverage.

17. **[RESERVED]**

18. **Term and Termination of PA.**

18.1. **Term of PA.** The term of this PA will be co-terminus with the NASPO ValuePoint Master Agreement MA149. This PA remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this PA in accordance with its terms.

18.2. **Termination of PA.** Participating Entity and Contractor may agree to terminate this PA upon at least thirty (30) days' prior written agreement.

19. **Term and Termination of Individual Purchase Orders**

19.1. **Term of Individual Purchase Orders**. An Individual Purchase Order will remain in effect until the expiration or termination of the Purchase Order in accordance with its terms. The termination or expiration of the Master Agreement or Oregon PA shall in no way relieve any individual entity from its obligations under any Purchase Orders that were entered prior to the date of any such termination.

19.2. **Termination of a Purchase Order**.

19.2.1. Any Purchase Order may be terminated at any time by mutual written consent of Purchasing Entity and Contractor, Purchasing Entity shall not be liable for early termination fees if such early termination fees are in violation of the Oregon constitution or *Kane vs Goldschmidt.*

19.2.2. Any Purchasing Entity may, at its sole discretion, terminate, in whole or in part, any Purchase Order such Purchasing Entity has entered into with Contractor upon 30 days prior written notice to Contractor. The termination or expiration of the Master Agreement or Oregon Particpating PA shall in no way relieve any individual Purchasing Entity from its obligations to any Equipment or Services.

19.2.3. Any Purchasing Entity may terminate in whole or in part, any Purchase Order such Purchasing Entity has entered into with Contractor immediately upon written notice to Contractor, or at such later date as Purchasing Entity may establish in such notice, upon the occurrence of any of the following events:

19.2.3.1. Purchasing Entity fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for the Equipment, or Services, or both, to be purchased under a Purchase Order;

19.2.3.2. Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of Equipment, , or Services, or both, under a Purchase Order is prohibited or Purchasing Entity is prohibited from paying for such Equipment, , or

Services, or both, from the planned funding source; or

19.2.3.3. Contractor commits any material breach of the Purchase Order.

19.2.4. Contractor may terminate a Purchase Order if a Purchasing Entity is in default under Section 31 of the Master Agreement.

19.3. Effect of Termination of a Purchase Order. Upon receipt of written notice of termination of a Purchase Order, Contractor will stop performance under such Purchase Order as directed by the Purchasing Entity.

19.4. Remedies Not Exclusive Termination of a Purchase Order does not extinguish or prejudice a Purchasing Entity's right to enforce the applicable Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the Purchasing Entity to indemnification by Contractor. In addition, termination of a Purchase Order does not extinguish or prejudice Purchasing Entity's right to enforce any other rights or remedies it has under the applicable Purchase Order. If Purchase Order is so terminated, the Purchasing Entity will pay Contractor in accordance with the terms of the Purchase Order for Goods or Products delivered or Services performed and Accepted by Purchasing Entity, or both, up to the time of any breach by Contractor.

20. Recycled Products. Contractor will use, to the maximum extent economically feasible in the performance of this Purchase Order, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii).

21. Notices.

21.1. To Purchasing Entity. Any formal communications between Contractor and a Purchasing Entity or notices to be made under a Purchase Order shall be given in writing to the person and address indicated in the Purchase Order pursuant to which the applicable Purchase Order was formed.

21.2. To Participating Entity. Any formal communications between Contractor and Participating Entity or notices to be made under the PA shall be given to the Contract Administrator identified in the PA:

21.3. To Contractor. All formal communications or notices required to be given between Contractor and Purchasing Entity under a Purchase Order, or between Contractor and Participating Entity under the PA, shall be given to the following person and address:

Name: Rob Holden
Title: Client Solutions Executive
Address: 20309 N Creek Pkwy Building L, Bothell, WA 90811
Phone: 206-954-9477

21.4. Means and Effective Date of Delivery. All such communications and notices shall be delivered and made effective as follows:

21.4.1. Via U.S. Postal Services, postage pre-paid, shall be effective 5 Business Days after mailing;
21.4.2. Via personal delivery shall be effective upon actual delivery;
21.4.3. Via express parcel or other express commercial carrier, fees pre-paid, shall be effective within two Business Days after placing with such carrier.

22. <u>Governing Law</u>. This PA and any and all Purchase Orders are governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

23. <u>Jurisdiction and Venue</u>.

23.1. Participating Entity and State Agency Purchasing Entities. Any claim, action, suit or proceeding (individually and collectively, "**Claims**") between Contractor and the Participating Entity, or between Contractor and any Purchasing Entity that is a State Agency, that arises from or relates, as applicable, to this PA or a Purchase Order, or both, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS PA OR ACCEPTANCE OF A PURCHASE ORDER SUBMITTED PURSUANT TO THIS PA HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity based on the eleventh amendment to the Constitution of the United States or otherwise, with respect to any Claim, whether brought under State or Federal law, or in State or Federal Court.

23.2. ORCPP Members. Any Claims between Contractor and a Purchasing Entity that is an ORCPP Member ("**ORCPP Purchasing Entity**") that arise from or are related to individual a Purchase Orders will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such ORCPP Purchasing Entity resides or has its principal office, or at such ORCPP Purchasing Entity's option, within such other county as the ORCPP Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claims must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS PA OR

ACCEPTANCE OF A PURCHASE ORDER SUBMITTED PURSUANT TO THIS PA HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

24. **Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this PA, Contractor will promptly provide to the Oregon
Department of Revenue all information required by that Department relative to the PA. A Purchasing Entity may withhold final payment under a Purchase Order until Contractor has provided the Oregon Department of Revenue with the required information.

25. **Severability.** If any term or provision of the PA or any Purchase Order is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if, and as applicable, the PA or the Purchase Order did not contain the particular term or provision held to be invalid.

26. **[RESERVED]**

27. **Intended Beneficiaries**. Contractor and Participating Entity are the only parties to the PA and are the only parties entitled to enforce its terms. Nothing in the PA gives, is intended to give, or may be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name therein and expressly described as intended beneficiaries of the terms of this PA. Purchasing Entities are intended beneficiaries of this PA.

28. **Certifications.**The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

(a) the numbers shown on this form is Contractor's correct taxpayer identification;

(b) Contractor is not subject to backup withholding because: (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;

(c) S/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes;

(d) for a period of no fewer than six calendar years preceding the Effective Date of this PA and any Purchase Order, Contractor faithfully has complied with: (i) All tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318, (ii) any tax provisions imposed by a political subdivision of this State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor, (iii) any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to the Service and Equpment, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions;

(e) Contractor is an independent contractor as defined in ORS 670.600;

(f) Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class and that Contractor will maintain the policy and practice in force during the entire PA term;

(g) Contractor has no undisclosed liquidated and delinquent debt owed to the State or any of its agencies, boards, commissions, departments or divisions;

EXHIBIT 2

EQUIPMENT, GOODS, PRODUCTS AND SERVICES

The following Goods, Equipment, Products and Services are available under this PA:

Category 1:

All products and services as set forth in the Master Agreement Category 1, as amended from time to time, may be acquired under this PA.

Category 2:

All products and services as set forth in the Master Agreement Category 2, as amended from time to time, may be acquired under this PA.

Category 3:

For Non-State Agencies: The limitations to Category 3 Products and Services that apply to State agencies as listed below under "For State Agencies ONLY" do not apply to non-State Agency Purchasing Entities. Non-state Agency Purchasing Entities may acquire all products under Category 3 subject to the Purchasing Entities' statutes, rules, ordinances, policies and procedures.

For State Agencies ONLY: Only the following products and services from the Master Agreement Category 3 listed below or as may be later added to this PA pursuant to the process set forth in Exhibit 2 may be acquired under this PA. The following products and services are subject to the terms and conditions of this PA and the attached end user license agreements as modified below. No other terms or conditions apply.

AT&T PRODUCTS AND SERVICES, listed below:

For the purposes of this PA, any purchase of these additional Products and Services are subject to the terms and conditions of the product and service specific end user licenses modified by the PA.

AT&T Business Messaging

Enhanced Push to talk (EPTT)

Message Archiving

AT&T Landline Texting

AT&T Fleet Management for Enterprise

AT&T Fleet Complete

AT&T Workforce Manager

THIRD PARTY PRODUCTS AND SERVICES:

MaaS360 NetMotion MobileIron

State of Oregon Wireless Data, Voice and Accessories

Product Add Request Form

This form is intended to help the state effectively evaluate the addition of new services to the existing agreements. This form is to be completed in it's entirety and submitted by one of our three vendors: Verizon, AT&T or T-Mobile. Incomplete or incorrectly completed forms will be rejected. Date:________

Attention ___________________, Contract Administrator State of Oregon Procurement Services.

State of Oregon Participating Addendum # ________based on NASPO ValuePoint Master Service

Agreement with ____________("Contractor").

Action Requested:

Vendor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Oregon Participating Addendum. Vendor is responsible for all the information below and may need to work with or assist agency in completing any initial steps.

NASPO Action Log is attached proving this product has been added the master agreement:

Authorized Purchaser: Provide name and contact information of the Authorized Purchaser organization that intends to acquire this product:

Organization Name:	Contact Name:	Contact Email Address:

PRODUCT NAME:

PRODUCT OVERVIEW:

Provide a summary of the product you are requesting to add. Attach any product brief to this document.

Describe how the product falls with the Scope of the Oregon's Participating Addendum:

State of Oregon Wireless Data, Voice and Accessories Product Add Request Form

NEW PRODUCT TERMS AND CONDITIONS.

Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Additional Terms and Conditions for this product are attached in their entirety?

COST

Cost matrix to include NASPO ValuePoint contract pricing has been attached?

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

APPROVAL:

Upon submission, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that the State of Oregon reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. The State of Oregon also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of the State of Oregon.
Upon submission of this form the State of Oregon will evaluate and determine if the addition of the product(s) and/or service(s) are consistent with it's interests.

Vendor Representative Name: ______________________________

Title/Position: ______________________________

Email Address: ______________________________

Phone Number: ______________________________

EXHIBIT 3 PURCHASE ORDER FORM

	STATE OF OREGON	PURCHASE ORDER (PO) NO.	PAGE #

Purchasing Entity's Authorized Representative	Purchase Order Date	Requisition No.

Contractor Name and Address		Purchasing Entity's Invoicing Address
Contractor FEIN	Price Agreement number	Purchasing Entity's Authorized Representative Email Address
Deliver to Address		Purchasing Entity's Authorized Representative Phone and Fax Number
		Delivery Schedule or Delivery Date

Item	Description	Quantity	U/M	Unit Price	Net Price
				Sub Total	
				Freight	
				Total	

This Purchase Order is subject to Master Agreement MA1491 and PA #1663. The terms and conditions contained in the PA apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.

Purchasing Entity's Authorized Representative to Make Purchase
DATE

EXHIBIT 4

PERFORMANCE STANDARDS AND METRICS

Performance Objective	Performance Standard	Performance Levels	Method Of Measurement
GENERAL PERFORMANCE METRICS AND STANDARDS:			
PM#3301: The State of Oregon desires to work with Contractors who support the State's and Purchasing Entity's data initiatives and operational practices.	Contractor submissions are made without need for revision and in the format established by the VSR template on time.	Exceeds Expectations: On-time and without revision for last 4 quarters Satisfactory: On-time and without revision for last quarter Unsatisfactory: Not on time, or required revision last quarter	Contractor management reviews VSR submissions with DASProcurement Services. If report is submitted on-time *and* using template format *and* does not require resubmission then status is Satisfactory, if not then status is Unsatisfactory. If Contractor receives four concurrent Satisfactory statuses Contractor is upgraded to Exceeds Expectations.
PM#4101: The State of Oregon desires its Purchasing Entities to have positive experiences when working with Basecamp Contractors.	Contractors maintain a Net Promotor Score of 40 or higher.	Exceeds Expectations: $xxxx \geq 55$ Satisfactory: $40 \leq xx \leq 55$ Unsatisfactory: $xxxx < 40$	**Calculation**: Y = Percentage of Promoters – Percentage of Detractors *Figures are rounded to the nearest integer.* **Where**: A Promoter is a respondent who responded with a score of 9 or 10 A Detractor is a respondent who responded with a score between 1 and 6. **Sample Survey Question**: "Would you recommend the products/services of [VENDOR NAME] to a colleague or a public organization?" on a scale of 1-10;

PM#4102: The State of Oregon desires Purchasing Entities to see the Basecamp Catalog and its price agreements are of the highest quality.	Contractors maintain a mean score of 3 out of 5	Exceeds Expectations: $xxxx > 4.0$ Satisfactory: $3.0 \geq xx < 4.0$ Unsatisfactory: $xxxx < 3.0$	**Calculation**: Y = Mean response value over a rolling 4 periods *Figures are rounded to the nearest single decimal place.* **Sample Survey Question**: "In thinking about your most recent purchase with [Contractor], how was the quality of the product or service you received?" using a 5 point semantic differential scale (1: Bad through 5: Good)

PM#4301: The State of Oregon desires Contractors who are able to respond to and react to Purchasing Entity requests.	More than 80% of issues raised to the Basecamp program are resolved in a manner that is acceptable to the Purchasing Entity.	Exceeds Expectations: $xx \geq 90\%$ Satisfactory: $80\% \leq xx < 90\%$ Unsatisfactory: $xxxx < 80\%$	**Calculation**: Y = Percent of responses that are greater than or equal to 3 – Percent of responses that are less than 3 *Figures are rounded to the nearest whole percentage point.* **Sample Survey Question:** "Thinking about your recent issue, please indicate your level of acceptability as it relates to the resolution?" using a 5 point semantic differential scale (1: Unacceptable through 5: Acceptable)
PM#1303: The State of Oregon desires an agreement in which Purchasing Entities are given upfront and transparent prices, both before the engagement begins and on the invoice before they make payment.	All (100%) reviewed invoices detail prices, quantities, and total by line-item. For services this includes rates, positions, and hours as applicable.	Exceeds Expectations: $xxxx = 100\%$ Satisfactory: $95\% \leq xx < 100\%$ Unsatisfactory: $xxxx < 95\%$	**Calculation:** Percent of quotes with corresponding invoices that detail costs broken down by item or service including all deliverables. *Figures are rounded to the nearest whole percentage point.*

PM#4103: The State of Oregon desires Contractors to price their products and services competitively and show they provide value.	Contractors maintain a mean score of 3.5 out of 5	Exceeds Expectations: $xxxx \geq 4.5$ Satisfactory: $3.5 \leq xx < 4.5$ Unsatisfactory: $xxxx < 3.5$	**Calculation:** Y = Mean response value over a rolling 4 periods *Figures are rounded to the nearest single decimal place.* **Sample Survey Question:** "Please rate your level of agreement when thinking about your most recent purchase with [CONTRACTOR]: Our organization received value for the money." (1: Strongly Disagree, 2: Disagree, 3: Neither Agree nor Disagree, 4: Agree, 5: Strongly Agree)
PM#4104: The State of Oregon desires its Contractors to provide high quality, skilled, and customer service oriented key persons to participate on Purchasing Entities' contracts.	Contractors maintain a mean score of 3 out of 5	Exceeds Expectations: $xxxx \geq 4.0$ Satisfactory: $3.0 \leq xx < 4.0$ Unsatisfactory: $xxxx < 3.0$	**Calculation:** Y = Mean response value over a rolling 4 periods *Figures are rounded to the nearest single decimal place.* **Sample Survey Question:** "In thinking about your most recent purchase with [CONTRACTOR], please rate the satisfaction with the persons employed by [CONTRACTOR]?" (1: Unsatisfied through 5: Satisfied)
PM#4302: The State of Oregon desires to work with Contractors who provide timely response to Purchasing Entities' requests	Purchasing Partners generally receive a response within 2 business days of a request as indicated by a response of greater than 3 out of 5.	Exceeds Expectations: $xxxx \geq 4.0$ Satisfactory: $3.0 < xx < 4.0$ Unsatisfactory: $xxxx \leq 3.0$	**Calculation:** Y = Mean response value over a rolling 4 periods *Figures are rounded to the nearest single decimal place.* **Sample Survey Question:** "When making a request about project related work, submitting a ticket, or reporting a problem, staff from [COMPANY] generally respond within 2 business days" (99: Too Early to Measure 1: Never, 5: Always)

SPECIFIC METRICS AND PERFORMANCE STANDARDS FOR THIS PA:			
Performance Objective	**Performance Standard**	**Performance Levels**	**Method Of Measurement**
PM#3303: The State of Oregon desires to work with Contractors who provide quality work when they estimate work will be completed	On average, deliverables are submitted when they are due	Exceeds Expectations: $xxxx < -1.0$ Satisfactory: $-1.0 \leq xx \leq 0.0$ Unsatisfactory: $xxxx > 0.0$	**Calculation:** Y = Mean of: (Deliverable submission date – Deliverable due date) In number of days *Figures are rounded to the nearest single decimal place*
IaaS/PaaS: PM#3101: The State of Oregon desires to work with vendors who provide the ability to Purchasing Entities to utilize systems 24/7/365 days a year.	Systems Utilized by the State of Oregon for Infrastructure and Platform Services have a measured system availability of 99.95%	Exceeds Expectations: ≥ 99.99% Satisfactory: $99.95\% \leq xx <$ 99.99% Unsatisfactory: <99.95%	Y = (Agreed Service Time (in minutes) – Amount of recorded downtime (in minutes)) / Agreed Service Time (in minutes) Agreed Service Time is defined as total minutes within review period minus scheduled maintenance. *Figures are rounded three decimal places*

IaaS/PaaS: PM#3102: The State of Oregon desires stable and reliable systems and services with short downtimes.	Providers utilized by the State of Oregon will on average see service disruptions last no more than 60 Minutes.	Exceeds Expectations: $\leq$ 30.0 $mmmmmmmmmmmmmmmmmmmmmmmmmmmmm$ Satisfactory: 30.0 $mmmmmmmmmmmmmmmmmmmmmmmmmmmmm$ $<$ $xxxx \leq 60.0$ $mmmmmmmmmmmmmmmmmmmmmmmmmmmmm$ Unsatisfactory: $>$ 60 $mmmmmmmmmmmmmmmmmmmmmmmmmmmmm$	Y = (Sum of the date/time of service restoration – the date/time of service degradation) / Total number of degradation events *Figures are rounded to the nearest single decimal place*
SaaS: PM#5101: The State of Oregon desires our Purchasing Entities to have confidence that vendors provide timely solution delivery.	Contracted SaaS providers deliver licenses to customers within 2 business days of an order being placed.	Exceeds Expectations: ≤ 1.0 Satisfactory: $1.0 < xx \leq 2.0$ Unsatisfactory: >2.0	Y= The Sum of the (date delivered – the date of purchase) / number of orders delivered.

NON-CORE MEASUREMENTS RECORDED BY BASECAMP:			
Performance Objective	**Performance Standard**	**Performance Levels**	**Method of Measurement**
PM#9901: The State wants visibility into the utilization of its price agreements.	NON-CORE: No Defined Standard		Calculated as the count of agencies and Purchasing Entities over the life of the agreement.
PM#9902: The State wants visibility into the utilization of its price agreements.	NON-CORE: No Defined Standard		Calculated as the count of engagements over the life of the agreement.
PM#9903: The State of Oregon wants visibility on the utilization of its price agreements.	NON-CORE: No Defined Standard		Calculated as the total dollars expended over the life of the price agreement.
PM#9904: The State of Oregon desires to partner with and promote firms who hold Certification from the Office of Business Inclusion and Diversity (http://www.oregon4biz.com/HowWe-Can-Help/COBID/) Basecamp also wishes to extend opportunities to firms who are certified in other states or by a federa entity in certifications of Minority, Women, Emerging/Small, and/or Disadvantaged Business enterprises. (Noted with an asterisk)	NON-CORE: No Defined Standard		Flag: Oregon Certified: Certified in the State of Oregon • Other Certified: [Listed certifications] • Not Certified •

EXHIBIT 5 ADDITIONAL INSURANCE

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit 5 prior to performing under this PA and any Purchase Order and shall maintain it in full force and at its own expense throughout the duration of this PA, as required by any extended reporting period or tail coverage requirements which apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS PS. Coverage shall be primary and noncontributory with any other insurance and self-insurance, with the exception of Professional liability and Workers' Compensation. Contractor shall pay all deductibles, self-insured retention and self-insurance, if any.

1. **Workers' compensation insurance**. All employers, including Contractor, that employ subject workers in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must also ensure that each of its approved subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits $500,000 each accident./disease/policy limit If Contractor is an employer subject to any other state's workers' compensation law,
   Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits of $500,000 and shall require and ensure that each of its out-ofstate subcontractors complies with these requirements.

2. **Professional Liability Insurance**. Contractor shall provide Technology Errors & Omissions insurance in an amount of $5,000,000 per claim and in the aggregate, covering Contractor's liability arising from acts, errors or omissions in rendering or failing to render computer or information technology services, including the failure of technology products to perform the intended function or serve the intended purpose as set forth in this contract, including professional Services under this Contract. This insurance must include coverage for violation of intellectual property rights including trademark and software copyright, privacy liability, the failure of computer or network security to prevent a computer or network attack, misrepresentations, and unauthorized access or use of computer system or networks. This insurance must also include coverage for unauthorized disclosure, access or use of DAS PS Data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format. Coverage must extend to all Affiliates and independent contractors providing Services on behalf of or at the direction of Contractor.

3. **Commercial General liability insurance**. Contractor must obtain and maintain, at its own expense, for the duration of this PA and any Purchase Order, commercial general liability insurance coverage covering bodily injury and property damage. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability and premises/ongoing operations. Coverage shall be written on an occurrence basis in an amount of $2,000,000, for each occurrence for bodily injury and property damage and $2,000,000 aggregate.

4. **Automobile liability insurance.** Contractor must provide Automobile Liability Insurance covering Contractor's business use including for all owned, non-owned, or hired vehicles with a combined single limit of $1,000,000 per accident for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

5. **Additional Insureds**. The Commercial General Liability, and Automobile Liability insurance required under this PA must include an additional insured endorsement naming the State of Oregon, its officers, employees and agents as Additional Insureds by endorsement, with respect to liability caused, in whole or in part, by ongoing operations and completed operations but only with respect to Contractor's activities under this PA. The Additional Insured endorsement with respect to liability caused, in whole or in part, by Contractor's ongoing operations must be on ISO Form CG 20 10 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 or equivalent.

6. **Tail Coverage.** If any of the required insurance is on a claims made basis and does not include an extended reporting period of 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this PA, for a period of 24 months following the later of (i) Contractor's completion and Purchasing Entity's acceptance of all Services required under this PA or any Purchase Order , or, (ii) Purchasing Entity or Contractor termination of this PA or any Purchase Order.

7. **Notice of cancellation or change.** Contractor shall provide at least thirty (30) Calendar Days' prior written notice to DAS PS of cancellation or nonrenewal of any required coverage that is not replaced.

8. **Certificates of insurance** Contractor shall provide to DAS PS Certificate(s) of Insurance for all required insurance before delivering any goods or performing any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured as specified in this exhibit. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. In the event that the DAS PS has tendered a claim to Contractor, or its insurer, or its insurer has denied coverage to the DAS PS, Contractor (in a local Oregon office) will make available to the DAS PS within fifteen (15) days of the DAS PS's written request to Contractor, a copy of actual, authentic and applicable insurance policies for review (but not for copying, faxing or otherwise reproducing any part of any policy or other insurance correspondence), subject to the DAS PS first executing Contractor's standard nondisclosure agreement. Upon completion of review no copies will be made and all policies will be returned to Contractor's Corporate Risk Management Department.

EXHIBIT 6

INFORMATION SECURITY

In addition to Contractor's information security, data security, and data privacy policies found at: (insert URL here) which are incorporated herein, Contractor shall comply with the following Oregon information security policies and standards and security provisions.

PART I-OREGON INFORMATION SECURITY POLICIES AND STANDARDS

Contractor shall comply with the sections of the following security policies and standards, as applicable to the Services, as may be updated from time to time:

State of Oregon Information Technology and Security Policies included at the following link: http://www.oregon.gov/das/Pages/policies.aspx#IT State of Oregon Statewide Security Standards:

https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf

NIST SP 800-53 (r4) https://csrc.nist.gov/publications/detail/sp/800-53/rev-4/final

ISO/IEC 27001:2013 https://www.iso.org/standard/54534.html

Code of Federal Regulations https://www.govinfo.gov/content/pkg/CFR-2019-title47-vol2/pdf/CFR-2019-title47-vol2-part20.pdf

PART II- STATE OF OREGON SECURITY PROVISIONS

In addition to the security policies and standards set forth above, Contractor shall comply with the following security provisions, as applicable to the Products and Services:

1. DEFINITIONS

Defined terms herein have the meanings set forth in the PA unless they are also defined separately in these Information Security Provisions, in which case the meanings defined herein will prevail.

"Breach of Security" means an unauthorized acquisition of computerized data that materially compromises the security, confidentiality or integrity of personal information that a person maintains or possesses. Breach of security" does not include an inadvertent acquisition of personal information by a person or the person's employee or agent if the personal information is not used in violation of applicable law or in a manner that harms or poses an actual threat to the security, confidentiality or integrity of the personal information.

"**Internet-facing System**" means the equipment or a device capable of communicating by means of the internet through a modem or other device using an applicable data protocol, such as TCP/IP or similar communications protocol.

"PCI Data" includes all credit card and account information protected under PCI Security Standards.

"PCI Security Standards" are the payment card industry security standards developed and managed by the PCI SSC, including the PCI Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS), and PIN Transaction Security (PTS) requirements.

"PCI SSC" means the PCI (Payment Card Industry) Security Standards Council.

"Personal Information" Includes all information defined as "Personal Information" under the Oregon Consumer Information Protection Act and also includes any personally identifiable information provided to Contractor by or at the direction of the Purchasing Entity, personally identifiable information which is created or obtained by Contractor on behalf of the Purchasing Entity, or personally identifiable information to which access was provided to Contractor by or at the direction of the Purchasing Entity, in the course of Contractor's performance under this PA or Purchase Order that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, social security numbers and other unique identifiers); (ii) can be used in combination to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers); or (iii) a financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password that would permit access to an individual's financial account.

"Purchasing Entity Network" means the Purchasing Entity's computer systems and data processing capabilities, programs, data storage and communication capabilities, and all related equipment and devices, including any public Wi-Fi or other network provided to the Purchasing Entity's customers, tenants and guests.

"Purchasing Entity Business Service" means any service, including without limitation any transportation, merchandising, property, leasing, shipping, or trade service that the Purchasing Entity makes available to its customers, prospects and/or users, including without limitation through web sites, desktops, email, wireless devices, or from any other communications channel or other medium developed, owned, licensed, operated, hosted, or otherwise controlled by or on behalf of the Purchasing Entity.

"Protected Purchasing Entity Information" means all non-public data and information, in written or other tangible form and in electronic or non-tangible form, designated as confidential, which is provided by the Purchasing Entity to the Contractor or which the Contractor obtains as a result of performing this PA or Purchase Order, including without limitation: (a) all proprietary information of the Purchasing Entity; (b) all information secured physically or logically through encryption or other technology; (c) all individual information, including name, address, email address, passwords, account numbers, financial information, demographic data, marketing data, credit data, or any other identification data; (d) Personal Information; (e) all information relating to a Purchasing Entity employee's compensation, benefits, employment history, performance, and other personally identifiable employee information; (f) PCI Data; (g) all information provided to the Purchasing Entity by third parties which the Purchasing Entity is obligated to keep confidential; (h) all information concerning the Purchasing Entity's research, engineering and development activities, data processing research and methods, marketing, merchandising, price data, cost data, suppliers and vendors, customers; tenants and guests; (i) any other items identified or marked as confidential or proprietary data which is made available to Contractor through the Purchasing Entity Network and the operability and functionality of the

Purchasing Entity Network; (j) all information that reflects use of or interactions with a Purchasing Entity Business Service, including without limitation its non-public facing web sites, information concerning computer search paths, any profiles created or general usage data, cookies, tags or beacons; (k) any data otherwise submitted in the process of registering for a Purchasing Entity Business Service, including its internal web sites and any data submitted during the course of using a Purchasing Entity Business Service, including its web sites; (l) Transportation Security Administration (TSA) information; (m) all information which is required to be kept confidential or secure by federal, state or local law, statute, regulation or ordinance, (n) all information that the Purchasing Entity identifies as confidential; and (o) all information that Contractor should reasonably know is confidential.

"Removable Media" means removable data storage media, including without limitation portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, memory cards (e.g. Secure Digital, Memory Sticks, CompactFlash, SmartMedia, MultiMediaCard, xD-Picture Card), and magnetic tape.

2. PROTECTED PURCHASING ENTITY INFORMATION

2.1. **Nondisclosure; Use; Security Precautions**. With respect to Protected Purchasing Entity Information, Contractor shall: (i) not disclose, distribute, share, or otherwise transfer it, directly or indirectly, to any third party except as expressly provided in this PA or Purchase Order or as the Purchasing Entity may expressly consent in writing; (ii) use Protected Purchasing Entity Information only in compliance with: (1) this PA or Purchase Order; (2) the Purchasing Entity's then-current privacy and security policies; and (3) all applicable laws (including without limitation applicable policies and laws related to spamming, privacy, and consumer protection); (iii) use Protected Purchasing Entity Information only as required to perform this PA or Purchase Order; (iv) hold and maintain it in trust and confidence for the Purchasing Entity's benefit; (v) not copy, transmit, reproduce, summarize, quote or make any commercial or other use of it, except for the Purchasing Entity's benefit; or as required by law (vi) inform all persons having access to it of the confidential nature thereof and of Contractor's obligations hereunder; and (vii) take reasonable security precautions and such other actions as may be necessary to ensure that there is no use or disclosure of it in violation of this PA or Purchase Order.

2.2. **Exemption from Non-Disclosure Obligation.** Notwithstanding the provisions of subsection 2.1, the following information is exempt from any obligations of non-disclosure, information that: (i) is or becomes part of the public domain through no act or failure to act on the part of Contractor; (ii) is furnished to Contractor by a third party without restriction on disclosure, where such third party obtained such information and the right to disclose it to the receiving party without violation of any rights which the Purchasing Entity may have in such information; or (iii) has been independently developed by Contractor, before or after the execution of this PA or Purchase Order, without violation of any rights which the Purchasing Entity may have in such information.

2.3. **Compelled Disclosures**. To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over Contractor, Contractor may disclose Protected Purchasing Entity Information in accordance with such law or order or requirement, subject to the following conditions:

As soon as possible after becoming aware of such law, order or requirement and if not prohibited by law, prior to disclosing Protected Purchasing Entity Information pursuant thereto, Contractor shall notify the Purchasing Entity in writing and, if possible, Contractor shall provide the Purchasing Entity notice not less than five (5) Business Days prior to the required disclosure. Contractor shall use reasonable efforts not to release Protected Purchasing Entity Information pending the outcome of any measures taken by the Purchasing Entity to contest, otherwise oppose or seek to limit such disclosure by Contractor and any subsequent disclosure or use of Protected Purchasing Entity Information that may result from such disclosure. Contractor will cooperate with and provide reasonable assistance to the Purchasing Entity regarding such measures. Notwithstanding any such compelled disclosure by Contractor, such compelled disclosure will not otherwise affect Contractor's obligations hereunder with respect to Protected Purchasing Entity Information.

2.4. **Protection of Personal Information under the Oregon Consumer Information Protection Act**

2.4.1. Identity Theft. In the performance of this PA and any Purchase Order, Contractor may have possession or access to documents, records or items that contain “Personal Information” as that term is used in ORS 646A.602(12). Personal Information is a type of Confidential Information that is highly sensitive and subject to additional protection. Prior to the receipt of, and during the period in which Contractor has possession of or access to, any Personal Information, Contractor shall have and maintain a formal written information security program that provides safeguards to protect Personal Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628.

2.4.2. Contractor shall not breach and shall take reasonable measures designed to protect the security of any Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control under this PA. Contractor shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such Personal Information. Contractor shall not use, distribute or dispose of any Personal Information other than expressly authorized in writing by Purchasing Entity, required by applicable law, or required by an order of a tribunal having competent jurisdiction.

2.4.3. Contractor shall promptly report to Purchasing Entity any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains Personal Information to which the Contractor receives access, possession, custody or control in the performance of this PA and any Purchase Order.

2.4.4. Contractor shall require the compliance of its employees, agents, and subcontractors with the confidentiality provisions of this PA.

2.4.5. Prohibition on Data Mining. Contractor shall not capture, maintain, scan, index, share or use Purchasing Entity Data stored or transmitted by the Goods or Products, or otherwise use any datamining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, “non-authorized activity” means the data mining or processing of data, stored or transmitted, or both, by the Goods or Products, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis and maintenance that is not explicitly authorized in this PA.

2.4.6 Contractor shall comply with all data protection obligations of the Oregon Consumer Information Protection Act, including commercially reasonable technical and organizational controls designed to protect. Personal Information in transit and at rest utilizing Contractor’s network and storage devices, using the following standards:

- *<u>File Transmission and Encryption</u>*. Contractor will consult with Purchasing Entity IT staff to approve an appropriate method for transmission and encryption of one or more source files containing Personal Information (each, a “Source File”) to and/or from the Purchasing Entity or any other recipient.
- *<u>Data Storage</u>*
- *Internet-facing Systems*. Personal Information shall be encrypted when stored on any Internet-facing System. Source Files and other files containing Personal Information shall be removed from Internet-facing Systems as soon as possible.

- *Portable and Mobile Devices*. Personal Information shall not be stored on any portable device (e.g. laptop or tablet) or any mobile device (e.g., smartphone or e-reader).
- *Backup Files*. Backup files containing Personal Information that are transported or stored outside of Contractor's control shall be encrypted.

2.5. **Breach of Security Reporting and Remediation**

2.5.1. In the event of a Breach of Security that applies to Protected Purchasing Entity Information, Contractor shall promptly report the Breach of Security to the Purchasing Entity project manager and cooperate closely with the Purchasing Entity in the investigation, reporting, remediation and resolution of the Breach of Security. Contractor shall comply with the breach reporting obligations of the Oregon Consumer Information Protection Act and all applicable federal or state privacy or data protection statutes, rules, or regulations governing the Services; provided, however, that prior to giving notice under the Oregon Consumer Information Protection Act or any other applicable reporting requirement, Contractor shall first notify the Purchasing Entity's point of contact under this PA or Purchase Order, and in any event, Contractor's notice to the Purchasing Entity shall occur within 1 business day of Contractor's discovery of the breach.

2.5.2. Contractor will also promptly report to the Purchasing Entity project manager (but in no event more than one (1) business day after the occurrence) any Breach of Security or unauthorized access to Contractor's systems that Contractor detects or becomes aware of, whether or not such breach rises to a reportable level under the Oregon Consumer Information Protection Act or any other applicable reporting requirement, and whether or not the breach resulted in the loss of Protected Purchasing Entity Information. Reportable incidents under this subsection include, without limitation, instances in which an individual accesses Contractor's systems in excess of the individual's user rights, or uses the systems inappropriately.

2.5.3. Reports under this subsection must be made by telephone and subsequently via e-mail and any other delivery requirement for giving notices under the PA or Purchase Order. The report must include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.

2.5.4. Contractor shall use diligent efforts to remedy any Breach of Security that applies to Protected Purchasing Entity Information or other breach of security or unauthorized access in a timely manner, and will deliver to the Purchasing Entity a root cause assessment and future incident mitigation plan with regard to any such breaches or unauthorized access.

2.6. **No Retention**. Contractor will not gather, store, log, archive, use or otherwise retain any Protected Purchasing Entity Information for any period longer than necessary for Contractor to fulfill its obligations under this PA or Purchase Order ,or as needed to meet its obligations under law. As soon as Contractor no longer needs to retain Protected Purchasing Entity Information in order to perform its duties under this PA or Purchase Order, Contractor will promptly return or destroy or erase all originals and copies of such Protected Purchasing Entity Information in accordance with Section 6 below.

3. PREMISES SECURITY

3.1. **Authorized Personnel**. Contractor shall provide to the Purchasing Entity a list of names and contact information for all Contractor-authorized individuals who will enter on Purchasing Entity premises to perform any Services. Contractor shall keep the list current and shall not direct any individual to perform Services on Purchasing Entity premises without first informing the Purchasing Entity and updating the authorization list.

3.2. **Safety; Compliance.** Contractor, its employees, subcontractors and agents shall, when providing Services on Purchasing Entity premises, conduct their activities so that Contractor's equipment, working conditions, and methods are safe and without risk to health for any users of the Purchasing Entity premises. Contractor its employees, subcontractors and agents shall comply in all respects with all workplace safety and security procedures or guidelines that the Purchasing Entity may designate from time to time that has been provided to Contractor in advance. In the event that Contractor or its employees, subcontractors or staff disregards such procedures or guidelines, or uses the Purchasing Entity premises for purposes other than providing the Services, the Purchasing Entity may, at its election and in addition to its other remedies at law or in equity or its other contractual remedies, request that the non-compliant individual immediately cease performing the Services or exclude such individual from Purchasing Entity premises.

3.3. **Electronic Protected Purchasing Entity Information**. The Purchasing Entity maintains electronic Protected Purchasing Entity Information under information security policies which include certain physical security measures when such data is removed from the premises or the Purchasing Entity's control. For that reason, all tests and use of electronic Protected Purchasing Entity Information must be performed using the Purchasing Entity Network and Purchasing Entity processes whenever possible. If Contractor removes any electronic Protected Purchasing Entity Information for processing, storage, testing or other purposes under this PA or Purchase Order, Contractor shall take reasonable security measures to maintain control over such data and to prevent any unauthorized person from accessing or taking the data or copies thereof. Reasonable steps for the security of electronic Protected Purchasing Entity Information include using administrative password controls for access to such data and taking steps to secure the data at least equivalent to the steps Contractor takes to secure its own non-public data or to security measures set forth in any information security policy provided by the Purchasing Entity.

3.4. **Background Checks.** Contractor has completed a background check on its employees, subcontractors, and agents providing services related to this PA or Purchase Order or who have administrator-level access to Purchasing Entity Data.

3.5. **Physical Inspection**. Contractor and its employees, subcontractors and agents and all bags, luggage, and other containers brought on the Purchasing Entity premises by Contractor Personnel are subject to the Purchasing Entity's reasonable inspection at any time and without notice. Any property situated on the Purchasing Entity's premises and owned by the Purchasing Entity, including disks and other storage media, filing cabinets or other work areas, is also subject to the Purchasing Entity's inspection at any time with and without notice.

3.6. **Return of Items Containing Protected Purchasing Entity Information**. Upon request, Contractor shall return to the Purchasing Entity all Purchasing Entity items and material in Contractor's possession or control which contain any Protected Purchasing Entity Information, and in the absence of such request, upon termination of Contractor's engagement with the Purchasing Entity. Any copies of such items or material shall also be returned, unless retention is required in support of the PA or by law.

4. USE OF THE PURCHASING ENTITY NETWORK

4.1. **Access; Use**. All access by Contractor to the Purchasing Entity Network, and all password and login information, is subject to the Purchasing Entity's access guidelines and may be set forth in a Purchasing Entity network access policy provided to Contractor in advance. The Purchasing Entity does not warrant that the Purchasing Entity Network will be operational, and the fact that the Purchasing Entity Network is not operational at any given time shall not constitute a defense to Contractor's nonperformance; provided, however, that delay in delivery of any Services will be excused by a period of time equal to the time during which the Purchasing Entity Network is nonoperational, to the extent that such delay was caused solely by Contractor's inability to access the Purchasing Entity

Network. Contractor releases and discharges the Purchasing Entity from all liability of any nature whatsoever arising out of Contractor's use of or reliance on the Purchasing Entity Network.

4.2. **Notice to Terminate Network User Accounts**. To enable the Purchasing Entity to timely terminate access to the Purchasing Entity Network by former users, Contractor will notify the Purchasing Entity designated contact within 1 business day from any event after which an individual Contractor Personnel no longer requires access to the Purchasing Entity Network, including without limitation: (i) any separation of employment (including without limitation termination, layoff, and resignation); or (ii) any removal from or completion of duties requiring access to the Purchasing Entity Network.

5. REMOTE ACCESS TO THE PURCHASING ENTITY NETWORK; OFF-SITE STORAGE OF PROTECTED PURCHASING ENTITY INFORMATION

5.1. **Minimum Standards**. This Section 5 sets forth information security procedures to be established by Contractor before the effective date of this PA or Purchase Order and maintained throughout the term of engagement. These procedures are in addition to the requirements of the PA or Purchase Order and present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate industry accepted measures to secure its systems and data in compliance with its own policies available and applicable regulations, including Protected Purchasing Entity Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks.

5.2. **Unauthorized Access to the Purchasing Entity Network or Protected Purchasing Entity Information**. Contractor shall not access, and shall not permit its employees, subcontractors or agents, to access the Purchasing Entity Network or Protected Purchasing Entity Information without the Purchasing Entity's express written authorization. The Purchasing Entity may revoke such written authorization subsequently at any time in its sole discretion. Further, any access shall be consistent with, and in no case exceed the scope of, any such authorization given by the Purchasing Entity. All Purchasing Entity authorized connectivity or attempted connectivity to the Purchasing Entity Network or Protected Purchasing Entity Information shall be only through the Purchasing Entity's security gateways and/or firewalls, and in conformity with applicable Purchasing Entity security policies, unless otherwise agreed to.

5.3. **Contractor Information Security Policy**. Contractor shall establish and maintain a formal, documented, mandated, Contractor-wide information security program, including security policies, standards and procedures (collectively "Contractor's Information Security Policy"). Contractor must communicate Contractor's Information Security Policy to all employees, subcontractors and agents in a relevant, accessible, and understandable form, and regularly review and evaluate its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

5.4. **Communications and Operational Management**. Contractor shall: (i) monitor and manage all of its information processing facilities, including without limitation implementing operational procedures, change management and incident response procedures; (ii) deploy adequate back-up facilities that essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

5.5. **Removable Media**. Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by the Purchasing Entity in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Protected Purchasing Entity Information to any form of Removable Media.

5.6. **Data Control; Media Disposal and Servicing**. Protected Purchasing Entity Information: (i) may only be made available and accessible to those parties explicitly authorized under the PA or Purchase Order or otherwise expressly by the Purchasing Entity in writing; (ii) if transferred by Contractor across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate cryptography as agreed to by the parties in writing; and (iii) if transferred by Contractor using Removable Media must be sent via a bonded courier or protected using cryptography agreed to by the parties in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off- site for servicing, Contractor shall will "scrub" all Protected Purchasing Entity Information from such hardware and/or media using methods at least as protective as the DoD 5220-22-M Standard unless otherwise approved in writing by the Purchasing Entity.

5.7. **Contractor Facilities Security**. Contractor facilities that process Protected Purchasing Entity Information will be housed in secure areas and protected by perimeter security (e.g., appropriate alarm systems, the use of guards and entry badges, video surveillance, staff egress searches) that provide a physically secure environment from unauthorized access, damage, and interference. Equipment containing Protected Purchasing Entity Information must be physically and logically secured within Contractor's facilities to protect such Protected Purchasing Entity Information from modification, theft, misuse and destruction.

5.8. **Contractor Systems Security -- Generally**. Contractor is solely responsible for all systems Contractor uses to access the Purchasing Entity Network or Protected Purchasing Entity Information. Contractor will take commercially reasonable measures to secure and defend its systems against unauthorized access, to modify or access Contractor systems or the information found therein without Contractor's consent, including maintaining up-to-date anti-viral software to prevent viruses from reaching the networks or services provided by the Contractor. Contractor will periodically test its systems for potential areas where security could be breached.

5.9. **Contractor Systems Security -- Access Control**. Contractor shall implement formal procedures to control access to its systems, services, and data, including without limitation user account management procedures and the following controls:

5.9.1. Control network access to both internal and external networked services, including without limitation the use of properly configured firewalls;

5.9.2. Use operating systems to enforce access controls to computer resources, including without limitation authentication, authorization, and event logging;

5.9.3. Control access to applications to limit user access to information and application system functions; and

5.9.4. Monitor all systems to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with Contractor's Information Security Policy.

5.10. **VPN Use**. Contractor its employees, sub contractors, and agents will not use any virtual private network or other device ("VPN") to simultaneously connect machines on the Purchasing Entity Network to any machines on any Contractor or third-party systems, without: (i) using only a remote access method agreed to in advance by the parties; (ii) providing the Purchasing Entity with the full name of each individual who uses any such VPN and the phone number at which the individual may be reached while using the VPN; and (iii) any computer used by Contractor, its employees, subcontractors or agents to remotely access the Purchasing Entity Network will not simultaneously access the internet or any other third-party network while connected to the Purchasing Entity Network.

5.11. **Business Continuation**. Contractor represents, warrants, and covenants to the Purchasing Entity that it:(i) has and shall maintain a disaster recovery and business continuation plan that will enable Contractor to provide the Services; (ii) shall test the operability of such plan at least once every 12 months and revise such plan as necessary to ensure continued operability; and (iii) shall activate such plan upon the occurrence of any event materially affecting the Purchasing Entity's timely receipt of Services.

5.12. **Security Auditsand Access.** Limited to once during a rolling 12-month period, Customer may request Contractor's support to respond to a formal inquiry about the Contractor's Security Program, including a request to conduct Customer's own security audit of certain Contractor's facilities or services. In the event of a Breach of Security Customer may perform an additional audit. The parties shall agree in writing on the scope of the inquiry, timeframe, location (if an audit is to be conducted), and other terms and conditions before work to satisfy the inquiry is commenced Contractor shall maintain records in such a manner as to clearly document its compliance with and performance under this Agreement, and provide Purchasing Entity and their duly authorized representatives access to Contractor's officers, agents, contractors, subcontractors, employees, facilities and records to:

- Determine Contractor's compliance with this PA or Purchase Order,
- Validate Contractor's written security risk management plan, or
- Gather or verify any additional information Purchasing Entity may reasonably require to meet any state or federal laws, rules, or orders, including those regarding Purchasing Entity Data.

6. RETURN OR DESTRUCTION OF PROTECTED PURCHASING ENTITY INFORMATION AND OTHER PURCHASING ENTITY ASSETS

6.1. **Ownership of Protected Purchasing Entity Information**. As between the Purchasing Entity and Contractor, Protected Purchasing Entity Information is and will remain the exclusive property of the Purchasing Entity and, as applicable, its third party providers and licensors. Nothing contained in this PA or Purchase Order shall be construed as granting or conferring any right, title or interest in any Protected Purchasing Entity Information, patent, trademark, copyright, other proprietary right, or asset that is now or subsequently owned by the Purchasing Entity, regardless of whether such information, proprietary right, or asset is transferred to, installed on, stored, or processed through Contractor's equipment, hardware, or software.

6.2. **Return or Destruction of Protected Purchasing Entity Information and Other Purchasing Entity Assets**. At any time upon the Purchasing Entity's demand Contractor will promptly return to the Purchasing Entity or destroy all Protected Purchasing Entity Information, files, records, documents, materials, and other items which contain any Protected Purchasing Entity Information, and all other Purchasing Entity assets in Contractor's possession or control. Any copies thereof shall also be returned. Contractor shall comply with this requirement with or without a termination of the PA or Purchase Order , except as needed to comply with the agreement and applicable law. In the absence of such a demand, Contractor will return or destroy all such Protected Purchasing Entity Information and other Purchasing Entity assets upon the termination of the PA or Purchase Order, subject to the exceptions described in Section 2.6 (No Retention). Contractor's failure to comply with this subsection shall be a material breach of the PA or Purchase Order.

6.3. **Hardware Return**. When returning hardware containing Protected Purchasing Entity Information to the Purchasing Entity, the Protected Purchasing Entity Information shall not be removed or altered in any way. The hardware must be physically sealed and returned via a bonded courier, or as the Purchasing Entity otherwise directs. Prior to returning any hardware containing Protected Purchasing

Entity Information to a third party, Contractor must destroy all Protected Purchasing Entity Information on such hardware in accordance with Section 6.2 above.

6.4. **Certification of Return or Destruction**. On the Purchasing Entity's written request, Contractor will provide a notarized written statement to the Purchasing Entity certifying that all Protected Purchasing Entity Information, files, records, documents, materials, and other items which contain any Protected Purchasing Entity Information, and all other Purchasing Entity assets in Contractor's possession or control have been delivered to the Purchasing Entity or destroyed, as requested by the Purchasing Entity, unless retention is required by the Agreement or by applicable law.

6.5. **Destruction Standard**. When required pursuant to this Section 6, Contractor must destroy or erase Protected Purchasing Entity Information in compliance with industry best practices (e.g., DoD 5220.22-M), but in no event less than the level of care set forth in the guidelines for media sanitization in NIST Special Publication 800-88, Rev. 1, unless otherwise approved in writing by the Purchasing Entity.

7. CONTRACTOR PERSONNEL

7.1 **No Overseas Access, Storage, or Transmission.** Purchasing Entity Data will not be accessed from, transmitted, or stored outside of the United States or its territories. Notwithstanding the foregoing, Purchasing Entity Data may be accessed by Contractor employees located outside the United States for the sole purpose of providing customer support or help desk services.

7.2 **Protections**. Contractor shall screen with appropriate background checks all Contractor employees, subcontractors and agents in contact with or with access to Protected Purchasing Entity Information or the Purchasing Entity Network for potential security risks, and require all such individuals to sign appropriate written confidentiality/non-disclosure agreements. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall address security risks, controls, and procedures for information systems. Contractor shall supply all Contractor Personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures designed to ensure Contractor Personnel promptly report actual and/or suspected Breaches of Security.

8. MISCELLANEOUS SECURITY REQUIREMENTS

8.1. **Injunctive Relief**. Contractor acknowledges and agrees that due to the unique nature of Protected Purchasing Entity Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may injure the Purchasing Entity or the individuals identified in the data, and therefore, that upon any such breach or any threat thereof, the Purchasing Entity may be entitled to appropriate equitable and injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies the Purchasing Entity might have at law or equity.

8.2. **Sanctions Control Compliance**. Contractor warrants that it is not owned or controlled, directly or indirectly, by any person or government from countries that are subject to economic, trade, or transactional sanctions imposed by the United States Government, including without limitation Cuba, Iran, North Korea, Syria, or Sudan, and that neither Contractor nor any of its owners, directors, officers, employees, or group companies appears on any lists of known or suspected terrorists, terrorist organizations or other prohibited persons made publicly available or published by any agency of the government of the United States (see http://export.gov/ecr/eg_main_023148.asp) or any other jurisdiction in which the Purchasing Entity or any of its group companies are doing business, including without limitation the List of Specially Designated Nationals and Denied Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury. Contractor will notify the Purchasing Entity immediately if these circumstances change.

8.3. **Revisions**. The State or Purchasing Entity may revise these Information Security Provisions at its discretion, at any time on thirty (30) Calendar Days advance written notice to Contractor ("Notice Period"). Contractor shall comply with the new applicable Information Security Provisions as revised. Contractor will notify the Purchasing Entity within the Notice Period if Contractor cannot materially comply with the Information Security Provisions as revised, in which case the Purchasing Entity may either: (i) terminate this PA or Purchase Order upon written notice to Contractor, without incurring any penalty, early termination charge or other charges except that the Purchasing Entity remains responsible to pay all fees due up to the effective date of the termination; or (ii) withdraw the revisions to the Information Security Provisions, in which case the last version of the Information Security Provisions before the revisions were proposed will continue to apply, and the parties will continue to perform the PA or Purchase Order.