

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA**

Master Agreement#: **CTR060028**

Contractor: **SHI International Corporation**

Participating Entity: **STATE OF WISCONSIN**

Participating Entity Contract Number: **505ENT-M23-NASPOSVAR-03**

Term: **June 1, 2023 – April 24, 2027**

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1. Scope: This addendum covers the Software Value Added Reseller contract led by the State of Arizona for use by state agencies and other entities located in the State of Wisconsin, the Participating State authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

- a) Oracle Offerings and related Services.
- b) Publisher provided Services are restricted to only provide implementation, training, development, and customization.
- c) Contractor's Optional Services or Reseller Services must have prior written approval from the Contract Manager.
- d) The following vendors and/or software are prohibited from being provided to any

Participating Entity:

- TikTok
- Huawei Technologies
- ZTE Corp
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company
- Tencent Holdings, including but not limited to:
 - Tencent QQ
 - QQ Wallet
 - WeChat
- Alibaba products, including but not limited to:
 - AliPay
- Kaspersky Lab

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

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Each Participating State agency and/or political subdivision (each a “Participating Entity”) that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, except to the extent modified in this Participating Addendum. Each Participating Entity will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases except to the extent modified in this Participating Addendum. The Contractor will apply the charges to each Participating Entity individually.

3. Participating State Modifications or Additions to Master Agreement:

The following modifications or additions to the Master Agreement, based on the State of Wisconsin Terms and Conditions, shall apply to activities and relationships of Contractor and the Participating Entities pursuant to mutually agreed Statements of Work, or accepted orders, that they may enter into under this Agreement.

3.1 Usage Reports: The quarterly report template is attached hereto and incorporated herein as Attachment A. Contractor shall submit a quarterly State of Wisconsin gross sales report to DOAITContractUsageReporting@wisconsin.gov (or as amended), in accordance with the following schedule:

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The quarterly report shall be subtotaled by each Participating Entity. The quarterly report shall also include any adjustments from prior periods. However, the Contractor agrees to provide additional reports if requested to the State of Wisconsin in a format and frequency as mutually agreed by both parties.

3.2 Governing Law: The validity of this Participating Addendum, any of its terms or provisions, as well as the rights and duties of the Parties to this Participating Addendum, shall be governed by the

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laws of the State of Wisconsin. Any action at law or in equity to enforce or interpret the provisions of this Participating Addendum shall be brought in a court of competent jurisdiction in Wisconsin.

3.3 Microsoft-Academic: The Microsoft Academic portion of the Participating Addendum includes any Microsoft product available for sale with academic pricing, provided the product is within the scope of the Master Agreement. The Participating Addendum includes all Microsoft academic programs and any agreements signed by the Wisconsin Higher Education Microsoft Purchasing Consortium, any programs offered by Microsoft currently or in the future and any agreements signed by the Wisconsin Higher education Microsoft Purchasing Consortium during the Participating Addendum period. The Wisconsin Higher Education Microsoft Purchasing Consortium currently consists of all University of Wisconsin System institutions and all Wisconsin Technical College System institutions, including administrative units.

The Wisconsin Higher Education Microsoft Purchasing Consortium currently has the following two (2) Microsoft Academic Agreements, as well as an Office 365 Amendment to the Enrollment for Education Solutions (EES) agreement.

Enrollment for Education Solutions (EES). The Wisconsin Higher Education Microsoft Purchasing Consortium has a Subscription licensing program and receives pricing off the Microsoft Level "A" price list. The Wisconsin Higher Education Microsoft Purchasing Consortium agreement with Microsoft is for a three (3) year period. The Unit Price for these products shall be determined by multiplying the Contractor's Cost (invoiced by Microsoft) times the Participating Addendum's Cost-Plus Percentage and adding the result to the Cost.

Campus and School Agreement.

The three (3) year agreement is paid in three (3) annual payments. The Student option is included. IPEDS is used for the FTE count.

3.4 Customer Satisfaction Survey: The State will conduct a customer satisfaction survey on a quarterly basis during the contract term in order to audit the Contractors performance. The survey shall be issued to Authorized Users throughout the State.

The survey shall be standardized and reflect performance requirements mutually agreed to between the State and Contractor. Each performance requirement will be assigned a weighted value with all

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requirements totaling 100%. The results of each completed survey will be aggregated into a combined score and shared with the Contractor for their review and reference.

Should any requirement receive multiple low scores (from multiple surveys at a given time) or consecutive low scores (over a period of surveys), the Contract Manager shall provide written notice to the Contractor including those specific survey results and request a written plan of corrective action to address the performance requirements that are not being met.

If the Contractor's corrective action plan does not yield improved results based on the following quarterly survey results, the Contractor shall audit their own performance and assess why the corrective action plan did not yield the anticipated results. The Contractor shall document the additional corrective action and provide a copy to the Contract Manager. Both parties shall meet to discuss the sustained deficiency and mutually agree to Contractor's revised corrective action plan.

If the Contractor's performance has not improved per the results of the second quarterly survey (based on the quarter the corrective action plan was required), both parties shall further discuss the area of deficiency to best determine how it can be improved, however, the State reserves the right to seek any and all available contractual remedies.

3.5 Wisconsin Terms and Conditions: The following State of Wisconsin Terms and Conditions shall be incorporated into and govern this Participating Addendum:

1. **Antitrust Assignment.** By entering into this Participating Addendum, the Contractor conveys, sells, assigns and transfers to the State all rights, title and interest in and to all causes of action, claims and demands of whatever nature it may now have or hereafter acquire under the antitrust laws of the United States and the State, relating to the particular Goods or Services purchased or acquired by the State under this Participating Addendum.
2. **Applicable Law.** This Participating Addendum shall be governed by the Laws of the State of Wisconsin. Venue for all actions resulting from this contract will be Dane County, Wisconsin.
3. **Breach of Contract.** If either party (the "Defaulting Party") breaches any provision of this Agreement, which causes damage to the other Party (the "Non-defaulting Party"), the Non-defaulting Party may notify the Defaulting Party in writing and request it to rectify and correct

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such breach of contract; if the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party to rectify and correct such breach within thirty (30) days upon the issuance of the written notice by the Non-defaulting Party, the Non-defaulting Party may take the actions pursuant to this Agreement or pursue other remedies in accordance with laws.

4. **Breach Not Waiver.** A failure to exercise any right, or a delay in exercising any right, power or remedy hereunder on the part of either party shall not operate as a waiver thereof. Any express waiver shall be in writing and shall not affect any event or default other than the event or default specified in such waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The making of any payment to the Contractor under this Participating Addendum shall not constitute a waiver of default, evidence of proper Contractor performance, or Acceptance of any defective item or work furnished by the Contractor.
5. **Confidential, Proprietary, and Personally Identifiable Information.** Contractor shall not use Confidential, Proprietary or Personally Identifiable Information ("Confidential Information") for any purpose other than the limited purposes set forth in a Services Supplement to this Participating Addendum, and all related and necessary actions taken in fulfillment of the obligations thereunder. The State agrees that (a) it will not disclose any Confidential Information to Contractor except that which is necessary for the limited purposes set forth in a Services Supplement; (b) prior to disclosure, it will clearly mark all Confidential Information as such; and (c) it will not disclose or transmit any Personally Identifiable Information to Contractor without providing advance written notice of such disclosure or transmission. . Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes described in a Services Supplement to this Participating Addendum and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Participating Addendum.

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

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Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the State, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed by the State in writing.

Contractor shall maintain all Confidential Information for a period of three (3) years from the date of termination of this Participating Addendum and shall thereafter return or destroy said Confidential Information as directed by the State in writing.

Contractor' obligations as described in this section to not apply to information which is: (1) generally available to the public; (2) released by the State without restriction; (3) independently developed or acquired by Contractor; (4) known to Contractor prior to receipt from the State; or (5) revealed pursuant to court order or process of law. Contractor will use reasonable efforts to give the State notice of such order prior to disclosure.

6. Contract Dispute Resolution. In the event of any dispute or disagreement between the parties under this Participating Addendum, whether with respect to the interpretation of any provision of this Participating Addendum, or with respect to the performance of either party hereto, each party shall appoint a representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. No legal action of any kind, except for the seeking of equitable relief in the case of the public's health, safety or welfare, may begin in regard to the dispute until this dispute resolution procedure has been elevated to the Contractor's highest executive authority and the equivalent executive authority within the Contracting Agency, and either of the representatives in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.

7. No Termination or Suspension of Services. If any problem or dispute arises between the parties, in no event nor for any reason and unless and until authorized by a court of competent jurisdiction, shall Contractor interrupt the performance of the Services or any other obligation hereunder, disable any equipment used in the Services, or perform any other action that

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prevents, slows down, or reduces in any way the performance of the Services or the State's ability to conduct its business.

- 8. Disclosure.** If a state public official (s. 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this Participating Addendum, this contract is voidable by the state unless appropriate disclosure is made to the State of Wisconsin Ethics Board, 125 South Webster Street, Madison, Wisconsin 53702, [Telephone: (608) 266-8123].
- 9. Documents, Forms and/or Spreadsheets.** Any documents, forms, and/or spreadsheets that are generated from the utilization of the functionality of the Software can be used by the State in its normal course of business, including but not limited to the State sharing such documents with its business partners and other third parties.
- 10. State Payment Offsets For Contractor's Delinquency.** The State shall offset payments made to the Contractor under this Participating Addendum, in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. The State also reserves the right to cancel this Participating Addendum as provided in the Master Contract, if the delinquency is not satisfied by the offset or other means during the term of the Participating Addendum.
- 11. Examination of Records.** The State shall at any time during normal business hours, upon thirty (30) days written notice to Contractor, have access to and the right to examine, audit, excerpt, transcribe, and copy, on Contractor' premises, any of Contractor' records directly related to invoices generated under this Participating Addendum ("Records"). If the Records are on computer data storage media, Contractor shall provide copies of the data storage media or a computer printout of such if the State so requests. Any charges for copies of Records provided by Contractor shall not exceed the actual cost to Contractor. Contractor shall retain Records for three (3) years from the respective invoice date. This provision shall survive the termination or cancellation of this Participating Addendum.
- 12. Invoicing/Payment.** Contractor will invoice the Participating Entity prior to each applicable license period for any subscription services, software license or software support fees due, or Services to be provided to a Participating Entity have been delivered, rendered, or installed, and

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accepted. Payment terms for all properly submitted invoices are net thirty (30) days from receipt of invoice providing that the software or Services to be provided to the Participating Entity have been delivered, rendered, or installed and accepted. A properly submitted invoice is one that is submitted in accordance with instructions contained on the Participating Entity's Purchase Order, includes a reference to the proper Purchase Order number, and is submitted to the proper address for processing.

If the State fails to pay a properly submitted invoice within thirty (30) days of receipt, it shall pay a late payment penalty of one percent (1%) per month as provided in s. 16.528, Wis. Stats. However, if the State declares a good faith dispute in regard to an invoice pursuant to s. 16.528 (3)(e), Wis. Stats., it may pay any undisputed portion of said invoice and will be exempt from the prompt payment requirement for the disputed portion. The State of Wisconsin as Licensee represents that it is tax exempt.

Contractor agrees that invoices received by Contractor from its Publishers related to a Participating Entity's purchase order shall be paid per the payment terms of Contractor's agreement with said Publisher as to avoid any services disruption by the Participating Entity.

- 13. Non-Appropriation of Funds.** The State reserves the right to cancel this Participating Addendum in whole or in part without penalty if the Legislature fails to appropriate funds necessary to complete the Participating Addendum.
- 14. Notice and Change of Contact Information.** In the event either Contractor or the State moves or updates contact information, the applicable party shall inform the other party of such changes in writing within ten (10) Business Days. The State shall not be held responsible for payments on Purchase Orders delayed due to Contractor's failure to provide such notice. Any notice required or permitted to be given shall be deemed to have been given on the date of delivery or three (3) Business Days after mailing by e-mail or postal service.
- 15. Promotional Advertising and News Releases.** Reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Participating

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Addendum shall not be made without prior written approval of the State. Notwithstanding the foregoing, Contractor may identify the State of Wisconsin as a customer in its annual report.

- 16. Refund of Credits.** Within sixty (60) days of the State's request, Contractor shall pay to the State any account credits, if any, resulting from an order that the State determines cannot be applied to future invoices.
- 17. Recordkeeping and Record Retention.** Contractor shall establish and maintain adequate records directly related to invoices generated under the Participating Addendum. All expenditure records shall be kept in accordance with Generally Accepted Accounting Procedures (GAAP). All procedures shall be in accordance with applicable federal laws or ordinances, and with applicable State and local laws or ordinances for the location where invoices are generated that are not in conflict with federal law.
- 18. Sovereign Immunity.** Nothing in this Participating Addendum shall be construed to constitute a waiver of the State's sovereign immunity under the Eleventh Amendment to the United States Constitution and Article IV, Section 27 of the Wisconsin Constitution.
- 19. IRS Publication 1075:** If applicable, Contractor and Contracted Personnel shall adhere to the requirements of IRS Publication 1075, particularly Exhibit 7 and the Safeguarding Contract Language, including subsequent versions published by the IRS after the date of the Participating Addendum execution. Contractor hereby acknowledges and agrees that specific customers or Agencies may have additional requirements as a result of IRS Publication 1075. Contractor shall comply with such applicable agency requirements.
- 20. Wisconsin Executive Order 1.** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- 21. State of Israel.** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and

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reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

22. Nondiscrimination and Affirmative Action. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, national origin, developmental disability as defined in § 51.01(5), Wis. Stats., or sexual orientation as defined in § 111.32(13m), Wis. Stats. This provision shall include, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor shall take affirmative action to ensure equal employment opportunities.

Unless exempted by workforce size (50 or fewer employees) or Contract amount (\$50,000 or less), the Contractor must submit a written affirmative action plan to the State.

The Contractor shall post the notice provided by the State, setting forth the provisions of the State's nondiscrimination laws, in its workplace, website or conspicuous places in order that the Contractor's employees and applicants for employment are able to read it.

Failure to comply with the conditions of this provision may result in the following consequences:

- termination of this Participating Addendum as provided in the Master Agreement,
- designation of the Contractor as "ineligible" for future consideration as a responsible, qualified bidder or proposer for State contracts, or
- withholding of a payment due under the Participating Addendum until the Contractor is in compliance.

23. State Employees. The Contractor may not contract with or employ a State employee, or an individual retained as a full-time contractor by the State during the Term of this Participating Addendum.

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24. No Agency Relationship. The Contractor shall not take any action, or make any omission, that may imply, or cause others reasonably to infer that the Contractor is acting as the State's agent in any matter or in any way not expressly authorized by this Participating Addendum.

25. High Risk Contracts. Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

4. Lease Agreements: **Reserved.**

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

Contractor

Name	Nicole Rasky
Address	290 Davidson Ave., Somerset NJ 08873
Telephone	732-584-8827
Fax	888-764-8889
E-mail	NASPO_SVAR@shi.com

Participating Entity

Name	Ceotrid Gilbert
Address	101 E. Wilson Street, Madison WI 53702 6th Floor
Telephone	608-267-4506
Fax	
E-mail	ceotrid.gilbert@wisconsin.gov

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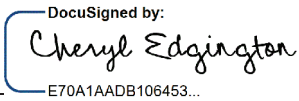
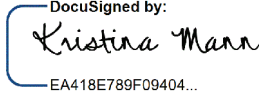
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Participation Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract, agreement or mutually agreed upon pricing applies to such order.

8. Term: This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth in the Master Agreement.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature:  E70A1AADB106453...	Signature:  EA418E789F09404...
Name: Cheryl Edgington	Name: Kristina Mann
Title: Bureau Director	Title: Sr. Manager - Contracts
Date: 5/30/2023 7:33 PM CDT	Date: 5/23/2023

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.