

Participating Addendum Number 505ENT-024-NASPOCOMPUT-11
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
State of Wisconsin
and
Microsoft Corporation

This Participating Addendum is entered into by State of Wisconsin ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 23015, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services ("Master Agreement"):

Microsoft Corporation ("Contractor")
One Microsoft Way
Redmond, WA 98052-7329

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Daniel Roberts
Partner Development Manager
Daniel.Roberts@microsoft.com
(216)-544-9988

Participating Entity's contact for this Participating Addendum is:

Hallee Kox
Procurement Specialist
Hallee.Kox@wisconsin.gov
608-266-7554

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws. Venue for all legal proceedings arising out of the Participating Addendum, or breach thereof, shall be in the State or federal court with competent jurisdiction in Dane County, Wisconsin. In the event that any provision of this Participating Addendum is contrary to Wisconsin law, such provision shall be null and void. The Contractor shall at all times comply with and observe all applicable federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Participating Addendum and which in any manner affect the work or its conduct.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities. Product and Service exclusions are identified in Attachment A, Section 10, Restrictions.
- a. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to

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Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum. The State reserves the right to remove subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage during the life of this Participating Addendum.

- b. Hardware.** The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at \$15,000 each, for a total purchase price of \$150,000).

ITEM CONFIGURATION
Band One \$15,000
Peripherals \$10,000

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within thirty (30) calendar days from the date the Contractor notifies the Participating Entity and is documented thereafter via written amendment hereto. The Contractor shall notify the Participating Entity in writing within ten (10) business days of the amendments effective date.

The terms of this Participating Addendum, excluding the Master Agreement, shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Participating State and Contractor.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS.

The Contractor must submit electronic reports on a quarterly basis and one (1) annual summary report on all sales, including service/maintenance, made against this Participating Addendum via email to doaitcontractusagereporting@wisconsin.gov (or as amended).

- a.** Reports must include the reporting listed in the Detail Sales Report Template, Attachment G of the RFP. The column denoting the "Customer Type" shall indicate either "State" or "Municipality".
- b.** The report file format shall be Microsoft Excel compatible format and shall easily be sorted for various data and inclusion into a pivot table.
- c.** The quarterly reports will be filed using the schedule in Section f below. The annual report shall contain all data within the quarterly reports and include an annual sum total with any additional description notes.
- d.** Such reports shall retain the same format throughout the life of the contract unless mutually agreed upon.

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- e. The Contractor agrees to provide additional reports if requested by the State of Wisconsin in a format and frequency as mutually agreed upon by both parties.
- f.

Quarter End	Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The annual summary report is provided after four (4) quarters of data is collected from the start of the Participating Addendum.

VIII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

IX. INFORMATION TECHNOLOGY SECURITY STANDARDS.

- a. **Executive Order 184.** Executive Order 184 relating to Cybersecurity and Prohibiting the Use of Certain Foreign Technologies directs the Wisconsin Department of Administration to take measures to ensure certain prohibited vendors and technologies are not used on State IT networks. Accordingly, the following vendors and/or software are prohibited from being provided to any Purchasing 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
- b. **RESERVED. See Master Agreement Exhibit A Section 40.**
- c. **RESERVED.**
- d. **RESERVED.**
- e. **Payment Card Industry Data Security Standard and Cardholder Information Security.** Contractor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) that store, process or transmit payment card information for the purchase of products and services under this Agreement comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include Contractor's firewalls, switches, routers, wireless access points, network

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appliances, and other security appliances that transmit payment card information; "Applications" shall include all purchased and custom external (web) applications that store, process or transmit payment card information. "Servers" shall include all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers that store, process or transmit payment card information. "Cardholder Data" shall mean any personally identifiable data associated with cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address or telephone number.

Contractor and Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contractor must have a business continuity program which conforms to the applicable PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a Customer or Customer's duly authorized representative shall be provided with full cooperation and access to conduct a thorough security review of Contractor's operations, systems, records, procedures, rules, and practices in the event of an exfiltration of Cardholder Data to an unauthorized third party in order to validate compliance with PCIDSS, provided such security review is specific to the PCIDSS solution applicable to the purchase of products and services ordered under this Agreement.

X. ATTACHMENTS. This Participating Addendum includes the following attachments:

- a. Attachment A: Participating Entity Modifications or Additions to the Master Agreement
- b. Attachment B: Vendor Agreement- Wisconsin's Cooperative Purchasing Service (DOA-3333) Form

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Daniel Roberts
Partner Development Manager
Daniel.Roberts@microsoft.com
(216)-544-9988

For Participating Entity:

Hallee Kox
Procurement Specialist
Hallee.Kox@wisconsin.gov
608-266-7554

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

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

CONTRACTOR:


Tracy Galloway (Apr 17, 2024 11:57 PDT)

Signature

Tracy Galloway

Printed Name

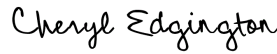
CVP , COO SE&O

Title

Apr 17, 2024

Date

PARTICIPATING ENTITY:

DocuSigned by:

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Signature

Cheryl Edgington

Printed Name

Bureau Director

Title

4/26/2024 | 9:15 AM CDT

Date

NASPO ValuePoint Computer Equipment, Peripherals & Related Services Master Agreement # 23015

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PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT.

- 1. Additional Term Definitions.** All terms used and not defined herein shall have the meaning given within the Master Agreement and Request for Proposal.

"Business Day" means any day on which the Purchasing Entity is open for business.

"Contract" means a binding agreement for the procurement of goods and Services under the terms and conditions contained within the Participating Addendum, Master Agreement, Solicitation and Addendums, Contractor's response to the Solicitation, and related Agreements.

"Day" means calendar day unless otherwise specified.

"Order" means the accepted Purchasing Entity standard document for Products, including incorporated documents or references subject to Contractor's review and acceptance. An Order may be an eProcurement Order entered online or Purchase Order sent either hard copy, fax, or via e-mail. Such incorporated documents may include a negotiated license agreement, or an official quotation.

"Proprietary Information" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

- a. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- b. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

"Properly-submitted Invoice" is one that is submitted in accordance with instructions contained on the Purchasing Entity or State's Order, includes a reference to the proper Order number, and is submitted to the proper address for processing.

"Purchasing Card (PCard)" is a charge card issued to an authorized State employee through the Wisconsin Department of Administration, State Bureau of Procurement's purchasing card contract.

"Software" means commercial operating off-the-shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

"State" for this Participating Addendum, means the State of Wisconsin.

"Subcontract" means any contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the fulfillment of the requirements and performance obligations of this Contract.

"Subcontractor" means any entity that enters into a Subcontract with the Contractor for the purpose of fulfilling the requirements and performance obligations of this Contract. Also referred to as "Reseller".

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"Third Party" means any party who does not have a direct connection with this Contract, but who might be affected by it. A Third Party is a supplier of ancillary goods or support for a product or service who is neither the Contractor, Subcontractor, or the Purchasing Entity.

2. **Vendor Agreement Form.** The Contractor must sign the State of Wisconsin Vendor Agreement, Wisconsin's Cooperative Purchasing Service form (DOA-3333), to allow entities, as defined on the DOA-3333 form, to purchase through this Participating Addendum. Contractor is responsible for verifying all sales under this Participating Addendum are to Purchasing Entities authorized by this Participating Addendum.
3. **No Quantity Guarantees.** Purchase under this Participating Addendum pursuant to the Master Agreement is not mandatory. This Participating Addendum is non-exclusive. The State may obtain related goods or Services from other sources during the term of this Participating Addendum in its sole discretion and at its sole option. Subject to the foregoing, the State makes no express or implied warranties whatsoever that any particular quantity or dollar amount of goods or Services shall be procured through this Participating Addendum.
4. **Quotes.**
 - a. Contractor's approved Resellers shall respond to Purchasing Entity quote requests.
 - b. Purchasing Entities may request a quote from more than one Contractor approved Reseller.
 - c. Quotes shall identify any applicable special handling or shipping charges not covered under the Contract. Any shipping costs listed on an invoice that were not identified on the quote will not be paid by the Purchasing Entity.
 - d. Quote pricing shall remain firm for at least thirty (30) Days from the date the quote is provided to the Purchasing Entity.
5. **Pricing and Discount.**

Contractor's stated prices approved and agreed to with NASPO under the Master Agreement shall apply to this Participating Addendum. The State qualifies for governmental discounts, if available; and its educational institutions also qualify for educational discounts, if available. The Contractor may offer, within written quotes, a greater discount than the approved minimum discount for the State, volume purchases or for competitive reasons.

 - a. Purchasing Entities will be allowed to negotiate pricing available in the Master Agreement for lower pricing or higher discounts.
 - b. Contractor shall offer such lower pricing or higher discount options available to the Purchasing Entity, if any, prior to an Order being placed.
 - c. Contractor may offer promotions for deeply discounted products based on their inventory and sales. Contractor will be responsible to market such offers and adhere to the terms and conditions regarding advertising and news releases.
6. **Substitution.** Contractor will not substitute equipment, products, or Services specified by the Purchasing Entity in an Order. If equipment, products, or Services cannot be supplied and delivered as specified, Contractor shall promptly inform the Purchasing Entity in writing and the Purchasing Entity will be offered the choice of terminating the Order, accepting back order status, or consulting with the Contractor sales representative about selecting alternative goods or Services.
7. **Warranty.** Upon request, the Contractor will provide a copy of or a link to the manufacturer's

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Warranty accompanying Products ordered.

8. **Product Recalls.** In the event Contractor recalls a Contractor branded product, Contractor agrees to use diligent efforts to provide written notice to the State's primary contact or designee within twenty (20) Business Days from the date of Contractor's written public announcement of such recall. Such written notice shall identify the Contractor branded product being recalled, the reason for the recall (if applicable), and the process for replacing the recalled Contractor branded product. When such recalled equipment or products that are not Contractor branded products, Contractor agrees to notify the State's primary contact or designee within a reasonable time after Contractor's receipt of the Third Party manufacturer's written recall notice to Contractor, if applicable.
9. **Replacement Parts.** Contractor does not provide replacement parts under its warranty. Contractor only provides replacement devices if set forth in the terms of the Warranty.
10. **Restrictions.**

In addition to the Master Agreement, restrictions for Software, general services, and additional products/services are as follows:

 - a. **Software.**
 - Stand-alone Software purchase, including applications ("Apps"), is not allowed.
 - b. **General Services.**
 - Any Services, including but not limited to installation, de-installation, asset management, training, general consulting, regardless of length of engagement, are not allowed.
 - c. **Additional Product/Services.**
 - The EPEAT Bronze requirement is not waived, unless otherwise agreed upon in writing between the Contractor and Purchasing Entity.
 - Rental equipment is not authorized under this Participating Addendum.
11. **Title of Product Restrictions.** Notwithstanding anything to the contrary, in the event of any conflict or inconsistency between the terms of any software license, the Order of Precedence apply to the extent any terms of the software license are not in conflict with the Purchasing Entity's applicable governing law.
12. **Other Documents.** Standard forms or templates may be used for various purposes, including but not limited to, Purchase Orders, invoices, quotes, 'Website Terms and/or Conditions' or 'click to accept' agreement(s), some of which may contain boilerplate or standard terms and conditions ("Other Documents"). However, any use of Other Documents are not a part of this Contract and are deemed to be for administrative convenience only and the terms therein are of no effect, have no force of law and do not modify the terms of this Participating Addendum.
13. **Liens, Claims and Encumbrances.** The Contractor warrants and represents that all Products ordered hereunder are free and clear of all liens, claims or encumbrances of any kind.
14. **Website Ordering.** The State may inherit the NASPO Contractor website or require Contractor to provide a hosted or punchout site for use on an e-procurement system. Contractor will work with the State where needed for implementation. Contract pricing for only the scope of this Participating Addendum will be available on the website.

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15. **Trial or Demonstration of Device or Equipment.** A written agreement between the Purchasing Entity and the Contractor shall occur prior to any trial or demonstration.
16. **Acceptance/Acceptance Testing.** In addition to the Master Agreement, Section 19.e., the Contractor shall not require the Purchasing Entity to sign or electronically accept additional terms and conditions for acceptance or acceptance testing except under a custom SOW that has been mutually agreed to by both parties in writing, or as otherwise specified and agreed to within the applicable Order. Such additional terms and conditions for acceptance or acceptance testing shall be consistent and complementary with the terms and conditions of the Contract.

17. **Delivery; Acceptance:**

Purchasing Entity agrees to confirm delivery of all products covered by each Order when the same is delivered by signing a delivery acknowledgement. By signing a delivery acknowledgement, it is not certifying acceptance of the equipment. Unless otherwise agreed upon by both parties in writing, signing the delivery acknowledgement only certifies equipment has arrived to the location delivered.

Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes acceptance of the product(s) and allows Contractor's authorized Reseller to invoice for the product(s). Failure to sign the D&A or reject the product(s) within the foregoing thirty (30) Day period shall be deemed as acceptance by the Purchasing Entity.

With regard to material defects discovered after acceptance, the affected product will be subject to remedy in accordance with the applicable Warranty purchased for that product. Products that are unopened and unused may be returned thirty (30) Days from date of shipment without penalty.

A good or service furnished under this Contract shall function in accordance with the specifications identified in this Contract and Solicitation. If the goods or Services do not conform with the specifications identified in this Contract and Solicitation ("Defects"), the Purchasing Entity shall, prior to acceptance period to notify Contractor in writing of the Defect. Contractor agrees that upon receiving such notice, it shall use reasonable efforts to correct the Defects within fifteen (15) Days ("Cure Period").

Orders may be cancelable by Purchasing Entity following acceptance by Contractor per the terms of the Participating Addendum. Contractor reserves the right to make Product deliveries in installments. All such installments shall be invoiced and paid for when all delivery and installation are completed so that Purchasing Entity can accept equipment. Delay in delivery of any installment may relieve Purchasing Entity of its obligation to accept remaining installments and may temporarily relieve the obligation to remit payments as invoiced by Contractor for any equipment that has yet to be delivered and shall be reviewed on a case-by-case basis. Contractor reserves the right at any time to revoke any credit extended to Purchasing Entity because of Purchasing Entity's failure to pay for any Products when due per the terms of this Participating Addendum.

18. **Returns; Damaged Products.** No products may be returned without Contractor's prior written consent. Products returned without written authorization from Contractor may not be accepted by Contractor and is the sole responsibility of Purchasing Entity. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Purchasing Entity. All claims for damaged products or delay in delivery shall be deemed waived unless made in writing and delivered to Contractor within thirty (30) Business Days after receipt of products.

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19. **Rush Orders.** Upon request of the Purchasing Entity, Contractor will provide expedited delivery of in-stock equipment in accordance with the Order. Any additional shipping incurred costs above and beyond the already included shipping costs as a result of a rush request shall be quoted and accepted by the Purchasing Entity prior to shipment.
20. **Risk of Loss or Damage.** The State, except for loss or damage due to fire, theft, or the negligence of the State, shall be relieved of all risks of loss or damage to the Products during periods of transportation to the State and installation (if installation is provided by the Contractor), unless and until such time as unencumbered title is vested in the State. The State will notify Contractor in writing immediately of any loss.
21. **Services performed in United States.** Pursuant to s. 16.705(1r), Wis. Stats., services must be performed within the United States.
22. **RESERVED.**
23. **RESERVED.**
24. **RESERVED.**
25. **RESERVED.**
26. **Taxes.** The State and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials. Purchasing Entities other than State agencies may or may not be subject to federal tax and Wisconsin state and local taxes. It is the responsibility of the Purchasing Entity to provide the Contractor with the appropriate tax exemption information.
27. **Payment Terms and Invoicing.** Payments terms are as follows, unless otherwise agreed to with the Purchasing Entity:
 - a. All invoices shall include Contractor's authorized Reseller's tax identification number and a detailed description of goods and Services rendered. If the State fails to pay a Properly-submitted Invoice within thirty (30) Days of receipt, it shall pay a late payment penalty 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 excused from the prompt payment requirement for the disputed portion. Contractor may discontinue performance with any Purchasing Entity if Purchasing Entity fails to pay any undisputed sum due.
 - b. Purchasing Entities may use a PCard, subject to its credit limit, or issue a Purchase Order, provided that any additional or different terms of such PCard or Purchase Order shall not apply. State use of a PCard for hardware purchases and maintenance payments is limited to time of order placement only.
 - c. Contractor's authorized Reseller shall forward invoice(s), directly to the Purchasing Entity. Purchase Orders and Payments shall be made to Contractor's authorized Reseller.

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28. **Refund of Credits.** Within sixty (60) Days of the State's request, the Contractor's authorized Reseller shall pay to the State any credits resulting from an Order that the State and Contractor agree is owed and determines cannot be applied to future invoices.
29. **Right of Offset.** Upon written notice, the State may offset against contractual payments due to the Contractor in an amount necessary to satisfy a certified or verifiable delinquent payment owed by the Contractor to the State or any local unit of government in Wisconsin that is not under formal written appeal. The State also reserves the right to cancel this Participating Addendum if a delinquency is not satisfied by the offset or other means during the Participating Addendum Term.
30. **RESERVED.**
31. **Term and Termination:**
This Participating Addendum shall end coterminously with the Master Agreement, provided that any Purchasing Entity Order entered into prior to expiration or termination of this Participating Addendum shall survive such expiration of the Master Agreement, for the term stated in Order, and continue to be subject to its terms.
- a. The State reserves the right to cancel this Participating Addendum if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax and does not cure such failure within thirty (30) Days of receipt of notice.
 - b. The State also reserves the right to cancel this Participating Addendum with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
 - c. The Participating Addendum may be canceled by the State at any time, with or without cause in accordance with Paragraph 31.2 of this Participating Addendum.
 - d. The State reserves the right to cancel in whole or in part without penalty due to nonappropriation of funds.
 - e. In the event the Contractor is in default following the expiration of a thirty (30) Day cure period, the Participating Addendum is subject to cancellation in accordance with Paragraph 31.1 of this Participating Addendum to the extent allowable by applicable law.
 - f. In the event of a cancellation of this Participating Addendum, the Contractor shall be entitled to payment, determined on a prorated basis, for work or Products satisfactorily performed and accepted.
 - g. The Purchasing Entity may terminate a specific Order issued under this Participating Addendum if the Contractor is unable to provide the Products required in a timely manner in accordance with the terms of the Order, in order to meet the business needs of the Purchasing Entity, which inability shall remain uncured following thirty (30) Days written notice to the Contractor.
 - h. The State reserves the right to cancel this Participating Addendum if the Contractor fails to submit a non-discrimination or affirmative action plan or fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law).

31.1 Termination for Cause:

- a. The State may terminate this Participating Addendum with written notice if, after providing the Contractor with thirty (30) Days written notice of the Contractor's right to cure a material failure of the Contractor to perform under the terms of this

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Participating Addendum, the Contractor fails to cure such material failure within the thirty (30) Day cure period.

The Contractor may terminate this Participating Addendum if, after providing the State with thirty (30) Days written notice of the State's right to cure a material failure of the State to perform under the terms of this Participating Addendum, the State fails to cure such material failure within the thirty (30) Day cure period.

Any termination for cause must be preceded by written notice and an opportunity to cure as provided in this section. Unless otherwise stated in the notice of termination, Termination of this Participating Addendum shall not terminate any orders in progress. Upon the termination of this Participating Addendum for any reason, or upon Participating Addendum expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration (including any surviving orders).

b. RESERVED.

c. RESERVED.

31.2 Termination for Convenience: The State may terminate this Participating Addendum at any time, without cause, by providing a written notice to the other party at least sixty (60) Days in advance of the intended date of termination.

Contractor may terminate this Participating Addendum at any time, without cause, by providing a written notice to the other party at least sixty (60) Days in advance of the intended date of termination.

In the event of a termination for convenience, the Contractor shall be entitled to receive compensation for any completed or partially delivered Products provided under the Contract. Compensation for partially delivered Products shall be no more than the percentage of delivered Products requested, as determined by the State in its sole discretion, multiplied by the corresponding payment for delivery of such Products as set forth in the Contract. The State shall be entitled to a refund for Products paid for but not received, such refund to be paid within thirty (30) Days of written notice to the Contractor requesting the refund.

32. Contract Dispute Resolution:

In the event of any unresolved dispute or disagreement between the parties under this Participating Addendum, whether with respect to the interpretation of any provision of the terms and conditions, 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 Participating Entity, 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.

- a. **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 prevents, slows down, or reduces in any way the performance of the Services or the Purchasing Entity's ability to conduct its business; provided that

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Purchasing Entity is making payment for all products and Services during the period of any such dispute.

33. **Contractor Compliance and Responsibility for Actions.** The Contractor shall at all times comply with and observe all Federal and State and local laws, ordinances, and regulations that are in effect during the term of this Participating Addendum that govern Contractor's business and operations. The Contractor shall be solely responsible for its actions and those of its agents, employees, or Subcontractors under this Participating Addendum, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the State or the Purchasing Entity. The State and the Purchasing Entity shall be responsible for compliance with laws applicable to the State and the Purchasing Entity and their operations.
34. **Antitrust Assignment.** By entering into this Participating Addendum, Contractor conveys, sells, assigns and transfers to the Purchasing Entity 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 State relating specifically to that proportionate amount of the Products or Services attributable to the Products or Services purchased or acquired by the State from the Contractor under this Participating Addendum.
35. **Severability.** If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall remain valid and in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.
36. **Contractor Indemnification.** No provision of this Contract will be given effect that attempts to require the Purchasing Entity or State to defend, hold harmless, or indemnify any Contractor or Third Party for any acts or omissions.
37. **Assignment of Contract.** The Contractor shall provide prior written notice to the State primary contact or designee before assigning this Contract to another party. The State reserves the right to withhold approval of any such assignment other than to an Affiliate of Contractor in its sole discretion. The terms and conditions of this Contract as well as any rights obligations and liabilities associated with such shall survive any and all assignments, mergers, or acquisitions by a Third Party until cancelled in writing by both parties.
38. **Insurance Responsibility.** In addition to Exhibit A, Section 28 of the Master Agreement, the Contractor shall furnish to the State copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum effective date and prior to acceptance of Orders.
39. **Nondiscrimination and Affirmative Action.** In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: 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 further agrees to take affirmative action to ensure equal employment opportunities.
- a. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than fifty (50) employees. Within

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fifteen (15) Business Days after the Contract is awarded, the Contractor must submit the plan to the State for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the State.

- b. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the State that sets forth the provisions of the State's nondiscrimination law.
 - c. Failure to comply with the conditions of this clause may result in the Contractor's becoming declared an "ineligible" contractor, termination of the Contract, or withholding of payment.
 - d. 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 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.
 - e. 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.
40. **Recordkeeping and Record Retention.** §19.36 (3) of the Wisconsin Statutes applies to this Participating Addendum, and Records (as defined in §19.32 of the Wisconsin Statutes) that are produced or collected under this Participating Addendum are subject to disclosure pursuant to a public records request.
- The Contractor shall establish and maintain adequate records of all documentation developed or compiled and expenditures incurred under this Participating Addendum. All expenditure records shall be kept in accordance with Generally Accepted Accounting Procedures (GAAP). All procedures shall be in accordance with federal, and state and local laws and ordinances. The Contractor, following final payment, shall retain all its records produced or collected under this Participating Addendum for six (6) years.
41. **Notice and Change of Contact Information.** Any notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery or three (3) Business Days after mailing by postal service, certified or registered mail-receipt requested. In the event the Contractor moves or updates contact information, the Contractor shall inform the State primary contact or designee of such changes in writing within a reasonable period and not to exceed twenty (20) Business Days. The Purchasing Entity shall not be held responsible for payments on Orders delayed due to the Contractor's failure to provide such notice.
42. **Conflict of Interest.** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of State contracts.
43. **Disclosure.** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which Contractor knows a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this Participating Addendum is voidable by the State unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the Participating Addendum. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

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Administered by the State of Minnesota (hereinafter "Lead State")

Attachment A- Microsoft Corporation

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State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

Contractor certifies to the best of its knowledge and belief, no relationship exists between it and the State or Purchasing Entity that interferes with fair competition or is a conflict of interest, and no relationship exists between the Contractor and another person or organization that constitutes a conflict of interest with respect to this Participating Addendum. The Department of Administration may waive this provision, in writing, if those activities of the potential Contractor will not be adverse to the interests of the State.

44. **Employment:** The Contractor will not engage the services of any person or persons it knows is now employed by the State of Wisconsin, including any department, commission or board thereof, to provide Contractor Services relating to this Participating Addendum without the written consent of the employing agency of such person or persons and of the State.
45. **Independent Capacity of Contractor:** The Contractor, its officers, agents, and employees, in the performance of this Participating Addendum shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. The Contractor agrees to take such steps as may be necessary to ensure that each Subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
46. **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 releases of broadcast e-mails pertaining to this Participating Addendum shall not be made without prior written approval of the State.
47. **Foreign Corporation.** Pursuant to s. 180.1501, Wis. Stats., and Chapter 180, Wis. Stats., generally regarding foreign corporations, a foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Participating Addendum is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

State of Wisconsin
 Department of Administration
 Division of Enterprise Operations
 DOA-3333 (R05/2015)



State Bureau of Procurement
 101 East Wilson Street, 6th Floor
 Post Office Box 7867
 Madison, WI 53707-7867
 FAX (608) 267-0600
<http://vendomet.state.wi.us>

Vendor Agreement

Wisconsin's Cooperative Purchasing Service

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis.Stats.

Interested municipalities:

- will contact the contractor directly to place orders referencing the state agency contract number; and
- are responsible for receipt, acceptance, inspection of commodities directly from the contractor, and making payment directly to the contractor.

The State of Wisconsin is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

The State of Wisconsin will determine the contractor's participation by checking a box below.

☐ **MANDATORY:** Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.

☒ **OPTIONAL:** Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor's decision on participating in this service has no effect on awarding this contract.

A vendor in the service may specify minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal changes for municipalities.

Vendor: please check one of the following boxes in response.

☒ I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.

☐ I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

Special Conditions (if applicable):			
Signature  Tracy Galloway (Apr 17, 2024 11:57 PDT)		Date (mm/dd/ccyy) Apr 17, 2024	
Name (Type or Print) Tracy Galloway		Title CVP , COO SE&O	
Company Microsoft		Telephone (2488)53528	
Address (Street) 1 Microsoft Way	City Redmond	State WA	ZIP + 4 98104
Commodity/Service Computer Equipment, Peripherals and Related Services		Request for Bid/Proposal Number N/A	