

Participating Addendum Number 505ENT-024-SAFETYVIDEOSYSTEM-01
for
PUBLIC SAFETY VIDEO SYSTEMS (2023-2028)
between
State of Wisconsin
and
AXON ENTERPRISE, INC.

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 OK-MA-145-21-400, executed by Contractor and the State of Oklahoma ("Lead State") for Public Safety Video Systems (2023-2028) ("Master Agreement"):

AXON Enterprise, Inc. ("Contractor")
 17800 N 85th Street
 Scottsdale, AZ 85255

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Sean Lake
 slake@axon.com
 623 225 9909

Participating Entity's contact for this Participating Addendum is:

Laura Bergum
 Procurement Specialist
 Laura.bergum@wisconsin.gov
 608-267-6922

- 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. For avoidance of doubt, notwithstanding anything to the contrary, if an order issued prior to expiration or cancellation of this Participating Addendum and extends beyond the expiration or termination of this Participating Addendum, the terms of the Participating Addendum in addition to those in the executed Master Agreement shall govern that order and continue until all obligations by both the Contractor and Participating Entity are completed.
- 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, and nonprofit organizations within 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.
- 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 Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - c. 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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Between **The State of Wisconsin** and **AXON Enterprise, Inc.**



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.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- 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 AND ADMINISTRATIVE FEE.** See Exhibit C – Quarterly Activity Report.
- 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 STANDARDS.** See Exhibit B - Standard Software License Terms and Conditions and Exhibit C – Security Rider.
- X. ATTACHMENTS.** This Participating Addendum includes the following attachments:
 - a. Exhibit A – Wisconsin State Standard Terms and Conditions
 - b. Exhibit B – Security Rider
 - c. Exhibit C – Quarterly Activity Report
 - d. Exhibit D – Vendor Agreement – Wisconsin's Cooperative Purchasing Service (DOA-3333) Form

The State of Wisconsin Standard Terms and Conditions (Exhibit A) shall prevail if there is a conflict between the terms and conditions of Axon's NASPO Master Agreement and the State of Wisconsin's Standard Terms and Conditions.

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

For Contractor:

Sean Lake
slake@axon.com
623 225 9909

For Participating Entity:

Laura Bergum
Procurement Specialist
Laura.bergum@wisconsin.gov, 608-267-6922

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- XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the 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.

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

CONTRACTOR:

DocuSigned by:

Robert Driscoll
55DAEBB131A4424...

Signature

Robert Driscoll

Printed Name

Deputy General Counsel

Title

5/16/2024 | 11:35 AM MST

Date

PARTICIPATING ENTITY:

DocuSigned by:

Cheryl Edgington
E70A1AADB106453...

Signature

Cheryl Edgington

Printed Name

Bureau Director

Title

5/23/2024 | 1:04 PM CDT

Date

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NASPO ValuePoint
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STATE OF WISCONSIN ADDITIONAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Words and terms shall be given their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter.

"Agency" or **"State Agency"** means an office, department, agency, institution of higher education, association, society or other body in the State of Wisconsin government created or authorized to be created by the State Constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts, but not including an authority, as defined in Wis. Stat. s. 16.70(2).

"Business Day" means any day on which the Contracting Agency is open for business.

"Confidential Information" means all tangible and intangible information and materials being disclosed in connection with this Contract, in any form or medium without regard to whether the information is owned by the State or by a third party, which satisfies at least one of the following criteria: (i) Personally Identifiable Information; (ii) Proprietary Information; (iii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by the State. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

"Contracted Personnel" means a Contractor's employees or other personnel (including officers, agents and Subcontractors) provided by the Contractor specifically to render Services under this Contract.

"Contracting Agency" means the Agency entering into this Contract on behalf of the State.

"Day" means calendar day unless otherwise specified in this Contract.

"Default" means the omission or failure to perform a contractual duty or provide Deliverables or render Services as contractually required.

"Deliverables" means all project materials, including Goods, software licenses, data, and documentation created during the rendering of Services hereunder. Deliverables shall be the property of the State of Wisconsin unless otherwise specified in the Contract.

"Goods" means articles of trade or items of merchandise, supplies, raw materials, or finished products, and may also include incidental or related services as the situation may require.

"Inspection" means an examination of Deliverables or Services provided under this Contract in order to determine their fitness for use.

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"Key Personnel" means specifically identified Contracted Personnel that play a lead and critical role in rendering Services during the Contract term.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

"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 State's Purchase Order, includes a reference to the proper Purchase Order number, and is submitted to the proper address for processing.

"Purchase Order" means the State's standard document of a purchase of Deliverables and Services.

"Services" means all work performed, and labor, actions, recommendations, plans, research, customizations, modifications, documentation, and maintenance and support provided by the Contractor necessary to fulfill that which the Contractor is obligated to accomplish under this Contract.

"SOW" means Statement of Work.

"State" means the State of Wisconsin.

"Subcontract" means an agreement, written or oral between the Contractor and any other party to fulfill the requirements and performance obligations of this Contract.

"Subcontractor" means an entity that enters into a Subcontract with the Contractor for the purpose of delivering Deliverables or rendering Services to the State.

"Work Center" means a charitable organization or nonprofit institution which is licensed under s. 104.07 and incorporated in this State or a unit of county government which is operated

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for the purpose of carrying out a program of rehabilitation for severely handicapped individuals and for providing the individuals with remunerative employment or other occupational rehabilitating activity of an educational or therapeutic nature, and which is engaged in the production of materials, supplies or equipment or the performance of contractual services in connection with which not less than 75% of the total hours of direct labor are performed by severely handicapped individuals.

2. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Wisconsin. Venue for any action brought under this Contract shall lie in Madison, Dane County, Wisconsin.
3. **AMENDMENTS.** The terms of this Participating Addendum, Excluding the Master Agreement, shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except upon mutual written Agreement between the Contractor and the Participating Entity.
4. **TERM.** The term of this Participating Addendum will be effective upon the date of the final execution by the Participating Entity and coterminous with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating Entity.
5. **VENDOR AGREEMENT FORM.** The Contractor must sign the State of Wisconsin Vendor Agreement, Wisconsin's Cooperative Purchasing Service form (DOA-3333) (Exhibit D), 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.
6. **TERMINATION FOR CAUSE.** The termination for cause terms and conditions remain as stated in the Master Agreement and apply here.
7. **TERMINATION FOR CONVENIENCE.** The State may terminate this Contract at any time, without cause, by providing a written notice to the other party at least Thirty (30) Days in advance of the intended date of termination.

Contractor may terminate this Contract at any time, without cause, by providing a written notice to the other party at least Thirty (30) 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 completed Services rendered or Deliverables provided under the Contract. Contractor shall be compensated for the actual Service hours provided in accordance with the Contractor's quote provided to the State. The State remains responsible for all fees incurred before the effective date of termination.

8. CONTRACT CANCELLATION:

- (a) The State reserves the right to cancel this Contract in whole or in part without penalty, and without prior notice, if the Contractor:

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- Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity
- Makes an assignment for the benefit of creditors
- Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract;
- Fails to maintain the confidentiality of the State's information that is considered to be Confidential Information, or
- Performs in a manner that threatens the health or safety of a State employee, citizen, or customer.

(b) The State reserves the right to cancel this Contract in whole or in part without penalty, with 30 days' notice, if the Contractor:

- Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;
- Incurs a delinquent Wisconsin tax liability;
- Fails to submit a non-discrimination or affirmative action plan as required herein.
- Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law); or
- Becomes a state or federally debarred contractor.

9. POST CONTRACT OBLIGATIONS. Upon the termination of this Contract for any reason, or upon Contract 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.

10. QUOTES.

- a. Contractor shall acknowledge the Purchasing Entity quote requests within two (2) Business Days of receiving the request.
- b. Contractor shall then provide written quotes to Purchasing Entities by the date specified within the request and/or as soon as reasonable possible.
- c. Quotes shall contain any applicable shipping charges not covered under the Contract. Any shipping costs listed on an invoice that were not included on the quote will not be paid by the Purchasing Entity.

11. PRICING.

- a. Pricing, including volume discounts, promotional prices, and other negotiated rates, shall be in accordance with Section 6.1 "Pricing" of the Master Agreement;
- b. Contractor shall offer such lower pricing or higher discount options available to the Purchasing Entity under Section 6.1 prior to an Order being placed. Such discounts shall

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not require the Purchasing Entity or the Participating Entity to provide additional documentation to participate in such pricing; and

- c. Contractor may offer promotions for 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.

12. CONTRACTOR COMPLIANCE AND RESPONSIBILITY FOR ACTIONS. The Contractor shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder.

The Contractor shall be solely responsible for its actions and those of its agents, employees, or Subcontractors. Neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the State.

13. DELAY AND REMEDY. If the Contractor fails to remedy any delay or other problem in its performance of its Contract obligations after receiving reasonable notice from the State to do so, the Contractor shall reimburse the State for all reasonable costs incurred as a direct consequence of the Contractor's delay, action, or inaction. In case of failure to deliver Deliverables or Services in accordance with this Contract, the State, upon written notice to the Contractor, may procure such Deliverables or Services from other sources as necessary, and the Contractor shall be responsible for the additional cost of such Deliverables or Services above the quoted cost from the Contractor. This remedy shall be in addition to any other legal remedies available to the State.

14. WORK CENTER CRITERIA. The Contractor shall implement processes that allow Agencies to satisfy the State's obligation to purchase goods and services produced by Work Centers certified under the State's Work Center Law, §16.752, Wis. Stat. The Contractor shall include goods provided by Work Centers in its catalog for Agencies and block the sale of comparable items to Agencies.

15. NON-APPROPRIATION. The State reserves the right to cancel this Contract in whole or in part without penalty if the Legislature fails to appropriate funds necessary to complete the Contract.

16. CONTRACTOR'S INSURANCE RESPONSIBILITY. The Contractor shall maintain the following insurance coverage:

- Worker's compensation insurance, as required under Chapter 102 of the Wisconsin Statutes, for all of the Contractor's employees and Contracted Personnel engaged in the work performed under this Contract;
- Commercial liability, bodily injury and property damage insurance against any claim(s) that may occur in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations; and
- Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Contract, with a minimum coverage of one million dollars

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(\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

- Certificate of Insurance, showing up-to-date coverage, shall be on file in the Contracting Agency before the Contract may commence. (if applicable)

The State reserves the right to require higher or lower insurance limits, where warranted via an Amendment.

17. 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.

17.1. 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 thirty (30) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

17.2. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

17.3. 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.

17.4. 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.

17.5. 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.

18. STATE PAYMENT OFFSETS FOR CONTRACTOR'S DELINQUENCY. The State shall offset payments made to the Contractor under this Contract in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State, or to any state or local unit of government. The State also reserves the right to cancel this Contract as provided in Section 6,

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Contract Cancellation, if the delinquency is not satisfied by the offset or other means during the term of the Contract.

19. CONTRACTOR INDEMNIFICATION. Contractor shall hold the State harmless and shall defend and indemnify the State, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including reasonable attorney's fees, for personal injury or damage to property arising out of a claim by a third party against the State arising from the negligent acts or omissions of the Contractor, its agents, officers, employees or Subcontractors.

20. CONFIDENTIAL INFORMATION.

(a) Disclosures.

In connection with the Contractor's performance hereunder, it may be necessary for the State to disclose to the Contractor Confidential Information. The Contractor shall not use such information for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations thereunder. The Contractor shall hold all such information in confidence, and shall not disclose such information to any persons other than its directors, officers, employees, and agents who have a business-related need to have access to such information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

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

Contractor shall ensure that all indications of confidentiality contained on or included in any item of such 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 such information of the State, as directed.

The Contractor shall maintain all such information for a period of six (6) years from the date of termination of this Contract, and shall thereafter return or destroy said information as directed by the State.

(b) Equitable Relief; Indemnification in Event of Contractor Breach.

Indemnification: In the event of a breach of this Section by Contractor, Contractor shall indemnify, defend and hold harmless the State of Wisconsin and any of its officers, employees, or agents from any claims arising from the negligent acts or omissions of the Contractor, and its Subcontractors, employees and agents including, but not limited to, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section and, with respect to Personally Identifiable Information, the costs of monitoring the credit of all persons whose Personally Identifiable Information was disclosed.

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Equitable Relief: The Contractor acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to the State, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State, on its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Contract or under applicable law.

- 21. INTELLECTUAL PROPERTY INFRINGEMENT AND LABOR STANDARDS.** The Contractor guarantees that any items provided to the State hereunder were manufactured or produced in accordance with applicable state and federal labor laws, and that the use of said items shall not infringe any United States patent, copyright, or other intellectual property rights of others. The Contractor shall at its own expense indemnify, defend and hold the State harmless from any claims brought against the State for any alleged patent, copyright or other intellectual property right infringement due to the use of such items, provided that the Contractor is promptly notified of such suit, and is given all related documents. The Contractor shall pay all costs, damages, and profits recoverable in any such infringement lawsuit subject to the limitation of liability set forth in the Master Agreement.
- 22. SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL.** During the performance of Services under this Contract, the Contractor may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to the State. The Contractor shall preserve the safety, security, and the integrity of the personnel, premises, equipment, data and other property of the State, in accordance with the instruction of the State. The Contractor shall be responsible for damage to the State's equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by the Contractor, Contracted Personnel, or Subcontractors, and shall reimburse the State accordingly upon demand. This remedy shall be in addition to any other remedies available to the State by law or in equity.
- 23. RENDERING OF SERVICES.** The Contractor shall render Services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to the State's satisfaction; the State's decision in that regard shall be final and conclusive. The State may inspect, observe and examine the performance of the Services rendered on the State's premises at any time. The State may inspect, observe and examine the performance of Contractor's Services at reasonable times, without notice, at any other WI state entity's premises.
- If the State notifies the Contractor that any part of the Services rendered are inadequate or in any way differ from the Contract requirements for any reason other than as a result of the State's Default or negligence, the Contractor shall at its own expense re-schedule and perform the work correctly within such reasonable time as the State specifies. This remedy shall be in addition to any other remedies available to the State by law or in equity.
- 24. CONTRACTOR PERSONNEL.**
- (a) Identification.** If requested by the State, the Contractor shall provide a list of the names and addresses of all Contractor's employees, Contracted Personnel, or Subcontractor's employees who may at any time require admission to the State's premises in connection with

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the rendering of Services, specifying each such person's connection to the Contractor, the role the person is to take in the performance of the Contract, and other particulars as the State may require.

The State reserves the right to refuse to admit to the State's premises any person employed or contracted by the Contractor whose admission, in the sole opinion of the State, would be undesirable.

(b) Right to Approve Changes of Contracted Personnel. Intentionally omitted.

(c) Contracted Personnel Removal. Intentionally omitted.

(d) Identification of Contracted Personnel. The Contractor shall furnish each Contracted Personnel with a means of identifying themselves as agents, Subcontractors, or employees of the Contractor assigned to perform Services under the Contract, and furnish the State with security credentials on these Contracted Personnel, if requested.

(e) Background or Criminal History Investigation. Prior to the commencement of any Services under this Contract, the State may request a background or criminal history investigation of Contracted Personnel, and Subcontractor's employees, who will be providing Services to the State under the Contract. If any of the stated personnel providing Services to the State under this Contract is not acceptable to the State in its sole opinion as a result of the background or criminal history investigation, the State may either request immediate replacement of the person, or immediately terminate this Contract and any related Service Agreement.

25. SHIPPING. Except as otherwise specified herein, Deliverables shall be shipped, F.O.B. Destination, and the State shall accept legal title of Deliverables at the point of delivery. Freight charges shall not be paid by the State, but rather shall be prepaid by the Contractor. Unless otherwise specified, the Contractor shall determine the mode of freight and shall accept responsibility for payment of freight charges and processing of freight claims.

26. RISK OF LOSS. The Contractor shall bear all risks of loss, injury or destruction of the Deliverables ordered herein that occur prior to delivery. Such loss, injury or destruction shall not release the Contractor from any obligation hereunder.

27. IDENTIFICATION. All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting an order hereunder shall contain the applicable State Purchase Order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to an order, indicating the contents therein. Standard commercial packaging, packing and shipping containers shall be used. If requested by the State, all shipping containers shall be legibly marked or labeled on the outside with State Purchase Order number, product description, and quantity, or as otherwise directed by the State.

28. LIENS, CLAIMS AND ENCUMBRANCES. The Contractor warrants and represents that all Deliverables ordered hereunder are free and clear of all liens, claims or encumbrances of any kind.

29. WARRANTY OF ITEMS OFFERED. Deliverables and Services rendered shall be strictly in accordance with the order placed and may not deviate in any way from the terms, conditions or specifications of this Contract, without the prior written approval of the State. Deliverables

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delivered under this Contract are subject to Inspection, testing upon receipt, and Contractor's warranty shall be accordance with the Master Agreement.

30. RECEIPT OF GOODS. The State's receipt of Deliverables upon delivery is for the sole purpose of identification. Such identification shall not be construed as Acceptance of the Deliverables if they do not conform to contractual requirements. If there are any apparent defects in the Deliverables at the time of delivery, the State shall promptly notify the Contractor of its rejection of said Deliverables. Without limiting any other rights, the State, at its option, may require the Contractor to:

30.1. Repair or replace any or all of the defective and rejected Deliverables at Contractor's expense,

30.2. Refund the price of any or all of the defective and rejected Deliverables, and

30.3. Accept the return of any or all of the defective and rejected Deliverables.

If rejected, the Goods shall remain the property of the Contractor. Failure to notify Contractor within fifteen (15) business calendar days of receipt of any rejection will be deemed as acceptance of Deliverables.

31. PERFORMANCE. Services rendered under this Contract shall be performed in a timely, professional and diligent manner by qualified and efficient personnel and in conformity with the strictest quality standards mandated or recommended by all generally recognized organizations establishing quality standards for the type of Services to be rendered hereunder. The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its Subcontractors render Services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and State or Agency work rules.

Without limiting the foregoing, the Contractor shall control the manner and means of the Services rendered so as to do so in a reasonably safe manner and in compliance with all applicable codes, regulations and requirements imposed or enforced by any government agencies, including all applicable requirements of the Occupational Safety and Health Administration (OSHA) and all safety codes and procedures mandated or recommended by insurance underwriting organizations and all generally recognized organizations establishing safety standards, including without limitation the National Fire Protection Association. Notwithstanding the foregoing, any stricter standard provided in plans, specifications or other documents incorporated as part of this Contract shall govern.

32. SPECIFICATIONS. The apparent silence of the State's specifications as to any detail, or the apparent omission of a detailed description concerning any matter, shall be regarded as meaning that only the best commercial practice shall be followed and only material and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Contractor shall supply proof of compliance with the specifications. Contractor shall provide written notice of its intent to deliver alternate or substitute Services or Deliverables. Alternate or substitute Services or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes shall be accompanied by Contractor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance shall be equal or superior to the original Services or Deliverables specified.

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33. TRANSITION SERVICES. Upon cancellation, termination, or expiration of this Contract for any reason, the Contractor shall provide a free-of-charge Application Programming Interface ("API") for 90 calendar days after contract termination to facilitate the bulk download of the State's data. Requests for Contractor to provide additional assistance in downloading or transferring State data, including requests for Contractor's Data Egress Services, will result in additional fees and Contractor will not warranty or guarantee data integrity or readability in the external system.

34. INDEPENDENT CONTRACTOR. The Contractor shall act as an independent contractor in rendering any and all Services under this Contract and, except as otherwise outlined herein, shall maintain complete control over its employees, Contracted Personnel, and Subcontractors, if any.

35. COOPERATION WITH OTHER CONTRACTORS. In the event that the State enters into a contract with another contractor for additional Services, the Contractor shall ensure that Contracted Personnel fully cooperate with such other contractor, provided that it does not interfere with Contractor's business day to day operation. Contracted Personnel shall not commit any act that interferes with the rendering of Services by any other contractor or by the State. Contracted Personnel shall cooperate with State personnel, hardware manufacture representatives, system software suppliers, and communications systems suppliers in the provision of Services to the State.

36. STATE EMPLOYEES. Intentionally Omitted.

37. ANTITRUST ASSIGNMENT. By entering into this Contract, 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 specifically to that proportionate amount of the particular Deliverables or Services purchased or acquired by the State under this Contract.

38. REFUND OF CREDITS. Intentionally Omitted.

39. OWNERSHIP RIGHTS. Unless an ownership interest is granted or reserved in this Contract, a State Purchase Order issued under this Contract shall allow the State unrestricted authority to reproduce, distribute, and use any submitted report, data, or "Agency Content" (as stated in the Master Agreement, Axon Cloud Services Terms of Use Appendix Section 3 "Agency Owns Agency Content"), as well as any associated documentation that is solely and exclusively designed or developed and delivered to the State by Contractor as part of the performance of the Contract.

40. PROMPT PAYMENT. The State shall pay the Contractor's Properly-submitted Invoices within thirty (30) Days of receipt, provided that the Deliverables or Services to be provided to the State have been delivered and accepted as specified in the solicitation document, Statement of Work (SOW) or this Contract.

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 §16.528, Wis. Stats. However, if the State declares a good faith dispute in regard to an invoice pursuant to §16.528 (3)(e), Wis. Stats., it may pay any

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undisputed portion of said invoice, and will be exempt from the prompt payment requirement for the disputed portion.

- 41. STATE TAX EXEMPTION.** The State is exempt from payment of Wisconsin sales or use tax on all purchases.
- 42. 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 Contract shall not be made without prior written approval of the State.
- 43. 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 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 the Contractor's failure to provide such notice
- 44. RECORDS, RECORDKEEPING AND RECORD RETENTION.** Pursuant to §19.36 (3) of the Wisconsin Statutes, all records of the Contractor that are produced or collected under this Contract 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 Contract. All expenditure records shall be kept in accordance with Generally Accepted Accounting Procedures (GAAP). All procedures shall be in accordance with federal, State and local laws or ordinances. The Contractor, following final payment, shall retain all records produced or collected under this Contract for six (6) years.
- 45. EXAMINATION OF RECORDS.** The State may request, at any time during normal business hours, upon thirty (30) days notice, and one (1) time per twelve month period have access to and the right to examine, audit, excerpt, transcribe, and copy, on Contractor's premises or at a mutually agreed upon location, any of the Contractor's records and computer data storage media involving transactions directly pertinent to this Contract. If the material is on computer data storage media, the 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 books, documents, papers, records, computer data storage media or computer printouts provided by the Contractor shall not exceed the actual cost to the Contractor. This provision shall survive the termination, cancellation, or expiration of this Contract but not longer than three (3) years after termination, cancellation, or expiration of this Contract.
- 46. 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

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or condition. The making of any payment to the Contractor under this Contract shall not constitute a waiver of Default, evidence of proper Contractor performance, or Acceptance of any defective item or work furnished by the Contractor.

- 47. ASSIGNMENT OF CONTRACT.** The Contractor shall provide prior written notice to the State before assigning this Contract to another party. The State reserves the right to withhold approval of any such assignment. 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. Notwithstanding the foregoing, the Contract may be assigned by Contractor to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Contractor, or a sale of all or substantially all of the assets of the Contractor to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Contractor as fully as if it had been originally made a party to the Contract. Contractor shall give the State and all affected customers prompt written notice of said assignment.
- 48. 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.
- 49. CONTRACT DISPUTE RESOLUTION.** In the event of any dispute or disagreement between the parties under this Contract, whether with respect to the interpretation of any provision of this Contract, 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.
- (a) No Termination or Suspension of Services: Except as expressly authorized in the Master Agreement, 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 State's ability to conduct its business.
- 50. NO GUARANTEE OF QUANTITY.** The State may obtain related Deliverables and Services from other sources during the term of this Contract. The State makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Deliverables or Services will be procured through this Contract.

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- 51. TERMINATION OF PURCHASE ORDER.** The State may terminate upon thirty (30) days written notice to Contractor, a specific Purchase Order issued under this Contract if it determines that the Contractor is unable to render the Services or provide the Deliverables required in a timely manner, in order to meet the business needs of the State.
- 52. FORCE MAJEURE.** Neither party shall be in Default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
- 53. TIME IS OF THE ESSENCE.** Timely provision of Services or Deliverables required under this Contract shall be of the essence of the Contract, including the provision of Services or Deliverables within the time agreed or on a date specified.
- 54. 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 Contract.
- 55. DISCLOSURE.** If a state public official (as defined in §19.42 (14) of the Wisconsin Statutes) or an organization in which a state public official holds at least a 10% interest is or becomes a party to this Agreement, it shall be voidable by the State unless appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Avenue, Madison, Wisconsin 53703 (Telephone 608-266-8005).
- 56. Executive Order 184.** Executive Order 184 relating to Cybersecurity and Prohibiting the Use of Certain Foreign Technologies directs the 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 State entity:
- TikTok
 - Huawei Technologies
 - ZTE Corp
 - Hytera Communications Corporation
 - Hangzhou Hikvision Digital Technology Company
 - Dahua Technology Company
 - Tencent Holdings, including but not limited to:
 - o Tencent QQ
 - o QQ Wallet
 - o WeChat
 - Alibaba products, including but not limited to:
 - o AliPay
 - Kaspersky Lab

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- 57. OTHER DOCUMENTS.** The parties to this Contract understand and agree that 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 Contract.

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STATE OF WISCONSIN SECURITY RIDER

The following terms and conditions are specific to Cloud Computing including SaaS, IaaS and PaaS. These terms shall supplement Contract 505ENT-O24-SAFETYVIDEOSYSTEM-01. In the event of a conflict between the terms of this State of Wisconsin Security Rider [Exhibit B], and Contract 505ENT-O24-SAFETYVIDEOSYSTEM-01 [Exhibit B], the State of Wisconsin Security Rider shall control.

1. Definitions:

1.1 **"Agency"** or "State Agency" means an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the State Constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts, but not including an authority, as defined in Wis. Stat. s. 16.70(2).

1.2 **"Cloud Computing"** means the definitions set forth in NIST Special Publication 800-145 - The NIST Definition of Cloud Computing.

1.3 **"Contractor"** means the Contractor and its employees, Subcontractors, agents and affiliates who are providing the Cloud Computing services to the State .

1.4 **"Data Breach"** means any unauthorized access, destruction, loss, theft, use, modification, or disclosure of State Data.

1.5 **"Deliverables"** means all project materials, including goods, software licenses, data, and documentation created during the rendering of services hereunder. Deliverables shall be the property of the State of Wisconsin unless otherwise specified in the Contract.

1.6 **"Individually Identifiable Health Information"** means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.7 **"Non-Public Data"** means data, other than Personal Data, that is not subject to distribution to the public as Public Information. It is deemed to be sensitive and

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confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the public as Public Information.

1.8 **"Personal Data"** or "Personally Identified Information or PII", means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the individual's date of birth; (d) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (e) the individual's DNA profile; or (f) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

1.9 **"Platform as a Service (PaaS)"** The capability provided to the State is to deploy onto the cloud infrastructure the State created or acquired applications developed by using programming languages and tools supported by the provider. For these applications, the State does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

1.10 **"Proprietary Information"** means information, including a formula, pattern, compilation, program, device, method, technique or process to which all 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.

1.11 **"Protected Health Information"** (PHI) means Individually Identifiable Health Information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

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1.12 **"Public Information"** means information that (i) is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business by a governmental body or for a governmental body; and (ii) the governmental body owns or to which it has a right of access.

1.13 **"Recovery Point Objective (RPO)"** means the point in time that data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of State Data immediately preceding the interruption.

1.140 **"Recovery Time Objective (RTO)"** means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption.

1.152 **"State"** means the government of the State of Wisconsin, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Wisconsin.

1.16 **"State Data"** means all rights, title, and interest in content that State employees, agents and end users upload, create or modify pursuant to the Contract, including Non-Public Data, Personal Data, and data protected from unauthorized disclosure by state or federal regulations, and any items or materials originated or prepared specifically and exclusively for the State under the Contract including, but not limited to: formulae, algorithms, data, commercials, media, tapes, labels, trademarks, ideas, terms, designs, patterns, music, models, devices, sets, drawings, props, specifications, designations, reports, card decks, listings, and any intellectual property as is specifically and exclusively developed for the State from the time of payment. State Data also includes user identification information and metadata which may contain State Data or from which State Data may be ascertainable.

1.17 **"Security Incident"** means the possible or actual unauthorized access to Personal Data State Data or Non-Public Data the Contractor believes could reasonably result in the use, disclosure or theft of the State's unencrypted Personal Data, State Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach.

1.18 **"Service Level Agreement"** or ("SLA") means the written agreement between both the State and the Contractor incorporated in the Master Agreement that is subject to the terms and conditions in this document that unless otherwise agreed to includes but is not limited to (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3)

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identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.

1.19 **“Software-as-a-Service” (SaaS)** means the capability provided to the State to use the Contractor’s applications running on a hosted (or “cloud”) infrastructure. The applications are owned, delivered and managed remotely by one or more providers and accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at any time on a pay-for-use basis or as a subscription based on use metrics. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

1.20 **“Subcontractor”** means an entity that enters into an agreement with the Contractor for the purpose of providing Deliverables or rendering services to the State.

2. Data Ownership: The State will own all right, title and interest in the State Data that is related to the services provided by 505ENT-SAFETYVIDEOSYSTEM-01. The Contractor shall not access State user accounts or State Data, except (1) during data center operations, (2) in response to service or technical issues, (3) as required by the express terms of 505ENT-SAFETYVIDEOSYSTEM-01 and/or SLA, or (4) at the State’s written request.

Contractor shall not collect, access, or use State Data except as strictly necessary to provide Service to the State. No information regarding the State’s Data may be disclosed, provided, rented or sold to any third party for any reason. Contractor shall promptly notify the State upon receipt of any requests that require access to State Data. Requests for access to data that Contractor receives should be immediately directed to the State. Contractor shall not release data to any third parties without the express written permission of the State, or by an order of a court of competent jurisdiction. Upon request, Contractor shall cooperate with the State to provide information to third parties. This obligation shall survive and extend beyond the term of this Contract.

All data provided by the State shall remain the property of the State. Contractor shall acquire no rights or licenses, including without limitation intellectual property rights or licenses, to use the data for its own purposes by virtue of this Contract or otherwise. Contractor may use the data provided by the State solely for the purposes of carrying out its obligations under this Contract and the administration and management of their respective services. Notwithstanding the above, usage data, storage utilization and similar statistical and consumption data relating to use of the services by the State is

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not the State's data/information and nothing in this Contract shall be construed as restricting Contractor's rights or interest in such service usage data. State Data as defined herein shall be used solely for the purposes of carrying out its obligations under this Contract and not sold, shared or otherwise provided, directly or indirectly to a third party without the express written permission of the State.

All data stored by or accessed by the Contractor that is the result of any processing of State Data shall be the property of the State. The State shall have the ability to access the data except during downtime as may be provided in the SLA.

3. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State Data. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State Data and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of State Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All State Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the State Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the Service Level Agreement (SLA), or otherwise made a part of this Contract.
- c. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The State shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified by the State.
- d. At no time shall any data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. If the State allows Non-Public Data to be accessed by Contractor personnel by mobile devices, the data shall be encrypted on the mobile devices. Hashing and encryption techniques will be used when sensitive data is stored in all data stores, and secure data transfer protocols. – TLS/SSL with a server certificate, HTTPS, and WS-Security, or SFTP - will be used when data is transferred from one component to another.

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f. The Contractor shall not use any information collected relating to the services issued from this Contract for any purpose other than fulfilling the services.

4. Data Location: The Contractor shall provide its services to the State and its end users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers in the U.S. The Contractor shall identify the location(s) of its data centers where State Data will be processed or stored. This includes locations for Subcontractor and/or business partner processing storage locations, locations of backup data, and disaster recovery locations. The Contractor shall not allow its personnel or contractors to store State Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access State Data remotely only as required to provide technical support.

The Contractor shall provide email notification to designated State point of contact(s) of any changes to the location of State Data.

5. Security Incident or Data Breach Notification: Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the State Data disclosed.

a. Incident Response: Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, required by law, or the Contract.

b. Security Incident Reporting Requirements: The Contractor shall report a Security Incident to the State identified contact within 72 hours based on the standards set by NIST 800-61 without reasonable delay, or as defined in the SLA or Contractors System Security Plan ("SSP"). Discussing Security Incidents with the State should be handled as urgent, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any of State Data, the Contractor shall (1) within forty-eight (48) hours and without out reasonable delay notify the State, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

6. Personal Data Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor, including its third- party affiliates as applicable. After any such Data Breach, Contractor will, at its expense, perform a security audit. The audit results shall be sent from the auditor directly to the State and the Contractor immediately upon completion.

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a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact in accordance with the agreed upon security plan or security procedures or in the absence thereof by the steps detailed below, if it reasonably believes there has been a Security Incident involving Personal Data. Notification reports shall include the following:

- 1) The date of the Data Breach;
- 2) The date of the discovery of the Data Breach;
- 3) The total number individuals affected by the Data Breach;
- 4) Any information about the circumstances of the Data Breach;
- 5) A description of probable causes of the Data Breach;
- 6) The name of person(s) assigned to review and investigate;
- 7) A description of all data used or disclosed (such as a full name, social security number, date of birth, home address, financial account number);
- 8) The names of persons and organizations involved in the use, access or breach, including a description of unauthorized persons known or reasonably believed to have improperly used or disclosed data;
- 9) A description of where the data or is believed to have been improperly transmitted, sent, or utilized;
- 10) The actions the Contractor has undertaken upon discovery of the incident and will undertake to mitigate any harmful effect of the improper use or disclosure, with approval by the State;
- 11) A corrective action plan that includes steps the Contractor has taken or will take to prevent future similar incidents from occurring, with approval by the State;
- 12) Any other details necessary to complete an assessment of the risk of harm to the Individual, and;
- 13) Any other information as requested by the State.

b. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release as reasonably determined by the State and pursuant to Wisconsin Statute 134.98, the Contractor shall bear the costs, subject to the limitation of liability specified in the Master Agreement, associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute¹⁷ at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

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7. Notification of Legal Requests: The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this Contract, or which in any way might reasonably require access to the data of the State. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying and obtaining the approval of the State, unless prohibited by law from providing such notice.

8. Termination and Suspension of Service:

8.1. In the event of a termination of the Contract, the Contractor shall allow the State to extract its data and perform the subsequent secure disposal of State Data per NIST 800-88 Revision 1.

8.2. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any State Data.

8.3. In the event of termination of any services or the Contract in entirety, the Contractor shall not take any action to intentionally erase the State's data for a period of:

- 90 days after the effective date of termination, if the termination is in accordance with the contract period **or** if the termination is for convenience
- 90 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its systems or otherwise in its possession or under its control per NIST 800-88 Revision 1.

8.4. The State shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

8.5. Upon termination of services or the Contract in its entirety, unless legally prohibited, Contractor shall securely dispose of all State Data in all its forms, in its systems or otherwise in its possession or under its control including but not limited to disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the State. State Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State upon completion.

9. Background Checks: As defined in the Master Services Agreement.

10. Access to Security Logs and Reports: The Contractor shall provide the State access to reports in a standard format available in the State's cloud administrative portal account. Reports shall include

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latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Contract.

11. Contract Audit: The State will have the right to audit the Contractor in accordance with the audit rights under the Master Agreement, sub-section 14.1.1, Page 82-83.

12. Data Center Audit: State and federal program regulations, laws and IT standards require information technology providers to operate within the regulatory environment that the Agency is required to operate (State data privacy laws, federal regulation of Protected Health Information (HIPAA) and laws related to Personally Identifiable Information (PII), etc.). In order to ensure that the system security is adequate and that there are no gaps in control coverage, the State may request to review the Contractor's SOC2 reports detailing the provider's security provisions.

The Contractor shall perform an independent audit of its data centers at least annually at its expense and provide an un-redacted version of the audit report upon request to the State. The Contractor may remove its Proprietary Information from the un-redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. The audit report or SOC2 report shall be provided to the State Identified Contact as detailed in this Contract in both electronic and hardcopy format.

During the term of the Contract, application security and vulnerability audits shall be conducted as agreed to by the State and Contractor. Contractor and State shall cooperate in the planning and execution of application security tests and audits. Alternatively, the State may, at its expense, conduct or have conducted by a third party, application security and vulnerability audits. Examples of possible audits include but are not limited to:

1. Vulnerability scan;
2. Full Penetration, a test required to attempt a compromise of the system.

The Contractor will bear the cost and responsibility for resolving any issues that exist in the products or services provided to the State pursuant to the Contract, except if an issue exists in the resources furnished to the Contractor by the State (e.g., code, systems, computer hardware and software). The State may elect to work with the Contractor under mutually agreeable terms for resolution of any found issues, or the State may elect to address the issues independently of the Contractor.

Any issues found during the Security Audit must be resolved to the State's satisfaction. The Contractor will not proceed with Contract work [JC1] until the State tests and approves the Contractor's resolution.

Results of the Security Audit shall be sent to the Contractor and, if performed by a third party, the State, within seven (7) business days of completion. The results shall include a complete copy of any certifications, scans, and tests conducted.

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13. System Maintenance and Upgrade Notice: The Contractor shall give a minimum forty- eight (48) hour advance notice, or as included in the SLA to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software, or firmware with a newer or better version to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor shall make updates and upgrades available to State at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect State's use of or access to the Service or increase the cost of the Service to the State.

Contractor shall notify the State at least sixty (60) days in advance prior to any major update or upgrade.

14. Security: The Contractor shall disclose its cloud compliance guide which serves as the Contractor's system security plans (SSP). For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

15. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State Data to that which is necessary to perform job duties.

16. Import and Export of Data: The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other Contractors. Contractor shall specify if State is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

17. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime) and provide service to customers as defined in the SLA.

18. Subcontractor Disclosure: The State is required to assess and manage granting access to State systems to any third party, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar Contract with the Contractor, providing services to the Contractor, and the State needs to identify all entities which will be involved in providing the contracted services. The Contractor shall be responsible for all actions of its Subcontractors and will be subject to the terms of this agreement. Partners are not permitted access to State Data unless needed to perform

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their functions. A current list of the CSP's 3rd party providers must be made available to the State. Any additions or subtractions must be communicated via email to the State's contract administrator.

19. Right to Remove Individuals: The State shall have the right at any time to request that the Contractor remove from interaction with the State any Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State and Contractor jointly agrees that that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the Contract or future work orders without the State's consent.

20. Business Continuity and Disaster Recovery Plan: The Contractor shall provide a business continuity and disaster recovery plan overview upon request and ensure that the State's Recovery Time Objective (RTO) and Recovery Point Objective (RPO) as detailed in the Master Agreement. Contractor must work with the State to perform an annual disaster recovery test and act to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the State.

Contractor shall utilize data redundancy techniques to prevent data loss. This includes utilizing redundant array of independent disks (RAID) or mirroring approaches and backing up all databases used by the State. Safeguards must be in place to ensure that all applicable Recovery Time Objective (RTO) and Recovery Point Objective (RPO) objectives can be met. Offsite replication or backups will be performed in a secure, environmentally controlled facility in accordance with disaster recovery requirements.

In the event of disaster or catastrophic failure that results in data loss or loss of access to data, Contractor shall immediately notify the State. The notification shall include:

1. The scale and quantity of the loss of data or access;
2. What has been done or will be done to recover the data and mitigate any negative effects;
3. What corrective action has been taken or will be taken to prevent future data loss.

21. Notice of Disaster Recovery (DR) Testing:

Timely notification of disaster recovery testing, as well as testing results, shall be provided to the State. The Contractor will provide not less than a 30-day notice of any disaster recovery testing. DR testing can only be executed during a maintenance downtime window. Specific tasks the State is to perform as part of the DR test will be provided by the Contractor. The State may choose to conduct its own verification tasks as part of the DR test. DR test results will be provided to the State within 3 days after the test.

22. Identity Management and Single Sign-on: The Contractor's solution shall integrate with the State's identity management process using one of the two methods below:

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1. The State's trust boundary will be extending into the Contractor's domain using an identity management system with role-based user authentication and authorization. Contractor will synchronize with the State's active directory using federation or single sign-on technology.
2. A strong password sign- on for application-level security will be used. The password must be "strong" in accordance with industry standards and cannot be the same password as the user's previous 8 passwords.

23. Integration and API Interfaces: The Contractor shall provide secured methods to access State Data.

1. The State must be able to access and retrieve its data stored in the cloud at any time in its sole discretion. The State shall have the right to access all data, regardless of who created the content and for what purpose.
2. Application Program Interfaces (APIs) developed by the Contractor will use Web services (both REST and SOAP) as underlying mechanisms for communication with DB components. Comma-separated values (CSV), Extensible Markup Language (XML), and Java Script Object Notation (JSON) will be used as underlying data structure formats for both input and output data exchanged between communicating components.
3. OAuth security framework will be used for authentication/authorization tasks, or other security frameworks agreed to by the State.
4. The State's personnel will have the ability to access the database using commercial tools such as TOAD.
5. The Contractor shall also provide the ability for the State to perform periodic full or partial data extracts of the database as needed to support data warehouse integration, ad hoc analysis, or replication to a State facility.

24. Compliance with Accessibility Standards: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 of the Rehabilitation Act of 1973.

25. Encryption of Data at Rest: The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the State approves in writing the storage of Personal Data on a Contractor portable device to accomplish work as defined in the Statement of Work.

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26. Subscription Terms: Contractor grants to the State a license to: (i) access and use services for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the service; and (iii) view, copy, upload and download (as applicable), and use Contractors' documentation.

No terms, including standard click through license or website terms or use or privacy policy, shall apply to the State unless such terms are included in the Contract or otherwise agreed to in writing by both parties.

27.1 Protected Records: Contractor expressly agrees that it may receive from or on behalf of the State, or have access to, records or record systems that are subject to data protection laws ("Protected Records"). Contractor represents, warrants, and agrees that it will: (1) hold Protected Records in strict confidence and will not use or disclose Protected Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the State in writing; (2) safeguard the Protected Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the Protected Records are safeguarded in accordance with the terms of this Agreement. At the request of the State, Contractor agrees to provide the State with a written summary of the procedures Contractor uses to safeguard the Protected Records.

27.2 Protected Records and Compliance: Contractor expressly agrees to comply with data protection laws, regulations, executive orders, policies, standards, or procedures, to the extent applicable. The list below is a non-exhaustive list of Protected Records:

- **Personally-Identifiable Information (PII)**
- **Protected Health Information (PHI)**
- **Substance Use Disorder Records, 42 C.F.R. Part 2**
- **Payment Card Industry Data Security Standard (PCI)**
- **Covered Financial Information (CFI)**
- **Federal Educational Rights and Privacy Act information (FERPA)**
- **Criminal Justice Information (CJI)**
- **Federal Tax Information (FTI)**
- **Social Security Administration information (SSN)**
- **Driver's Privacy Protection Act information (DPPA)**
- **Export Controlled Information (ECI)**
- **Federal Information Security Management Act information (FISMA)**
- **Controlled Unclassified Information (CUI)**
- **Attorney-Client Privileged Information**
- **Interpreter Privileged Information**
- **Crime Victim Information**
- **Cybersecurity Information**

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- Child Critical Incident Information
- Employee Personnel Records
- Plans or Specifications for State Buildings
- Law Enforcement Records
- Juvenile Records
- Trade Secrets
- EU Residents' Personal Data (GDPR)
- Children's Online Privacy Protection Act information (COPPA)
- Passport/Visa Information

28. Secure Data Center Environment: The Contractor will ensure its data center environment always contains physical and operational server security systems. Physical security shall be maintained by the Contractor such that the data centers have controlled access on a 24 X 7 basis. For operational security, the Contractor will maintain and keep up-to-date Antivirus and firewall software, as well as operating system software patches.

29. Record Retention: The Contractor will comply with NIST approved methods of records retention. Contractor must comply with all records retention requirements as directed by the State.

30. Support and Maintenance Processes:

Service Level Agreement (SLA) is in accordance with the SLA incorporated in the Master Agreement.

Axon Exhibit C - Quarterly Activity Report (Sales Report)

NASPO ValuePoint Cooperative Contract Sales Report
Summary for Public Safety Video Systems, Contract #505ENT-O24-SAFETYVIDEOSYSTEM-01
Manufacturer Name: Axon

Contractor shall submit reports to the Wisconsin Participating Agreement primary state government contact (or designee) for all Wisconsin purchase(s) providing the following information:

- Agency Name
- Agency Contact Name
- Agency Address
- Agency Telephone Number
- Purchase Order Number
- Purchase Order Date
- Type of lab supply Provided
- Total Purchase Order Amount
- Total Dollars for the quarter

A report is due even when there is no activity. Any report that does not follow the required format or excludes information will be deemed incomplete. Failure to submit reports on a timely basis may constitute grounds for suspension of this agreement. Reports will be submitted in accordance with the following schedule:

Calendar Quarter 1 (July 1 to September 30)	Due October 31
Calendar Quarter 2 (October 1 to December 31)	Due January 31
Calendar Quarter 3 (January 1 to March 31)	Due April 30
Calendar Quarter 4 (April 1 to June 30)	Due July 31

Axon Exhibit C - Quarterly Activity Report (Sales Report)

NASPO ValuePoint Cooperative Contract Sales Report
Summary for Public Safety Video Systems, Contract #505ENT-O24-SAFETYVIDEOSYSTEM-01
Manufacturer Name: Axon Enterprise, Inc.

Report Start date:
Report End Date:
Today's Date:

State or Municipality Agency Name	Agency Contact Name	Agency Address	City	Agency Telephone Number	Purchase Order Number	Purchase Order Date	Contract Band	Item Description	Contract Item Number	Unit of Measure	Qty	List Price	Contract Price/Rate	Total Spend	Total Spend - Savings (Extended List Price less Contract Rate)
Department of Administration	Jane Doe	123 Johnson St.,	Madison	608-123-1234	123456	1/1/2024	1	XYZ	123	EA	2	150	100	100	\$50

Note to Preparer: Sample data is in red. Remove the sample data on the submitted electronic report.

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://vendornet.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):			
N/A			
Signature DocuSigned by: 		Date (mm/dd/ccyy) 5/16/2024 11:35 AM MST	
Name (Type or Print) Robert Driscoll		Title Deputy General Counsel	
Company Axon Enterprise, Inc.		Telephone (9,782) 737.00	
Address (Street) 17800 N 85th Street	City Scottsdale	State AZ	ZIP + 4 85255
Commodity/Service As reflected under Sect. V – Scope		Request for Bid/Proposal Number 505ENT-O24-SAFETYVIDEOSYSTEM	