

NASPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

Master Agreement #: AR2488

Contractor: **SHI INTERNATIONAL CORP**

Participating Entity: **STATE OF WISCONSIN**

Participating entity contract number: **505ENT-O18-NASPOCLOUD-04**

Term: **Date of Execution to September 15, 2026**

The following products or services are included in this contract portfolio:

- All products, services and accessories listed on the Contractor page of the NASPO ValuePoint website including the Cloud Management Platform.

Master Agreement Terms and Conditions:

1. Scope: This addendum between Contractor and Participating State/ Entity (the "Parties") modifies and amends the **Cloud Solutions** Contract number AR2488 lead by the State of Utah and referred to in this Participating Addendum as the "Master Contract" for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the Bureau Director, State Bureau Procurement. Issues of interpretation and eligibility for participation are solely within the authority of the Bureau Director, State Bureau Procurement.

2. Participation:

INDIVIDUAL CUSTOMER: The State of Wisconsin, Department of Administration, Division of Enterprise Technology ("DET") is authorized to allow use of the Master Agreement as amended by this Participating Addendum (collectively, this "Agreement") and all services covered by the scope of the Master Agreement. **Participating Entities must contact DET directly to request use of this Agreement: Brian Kreklau; Brian.Kreklau@Wisconsin.gov , 608-261-6580.** The University of Wisconsin System campuses and Wisconsin municipalities will be defined as "Participating Entities" allowed to use this Agreement. All services covered by the scope of the Master Agreement available from the Contractor and its Providers are authorized for procurement within this Agreement, including but not limited to application hosting, storage, infrastructure as a service, platform as a service and software as a service.

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

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this Participating Addendum. The Contractor will apply the charges to each Participating Entity individually.

3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Josh Pfau
Address:	SHI International Corp; 290 Davidson Avenue, Somerset, NJ, 08873
Telephone:	1-630-780-0386
Fax:	
Email:	Josh.Pfau@SHI.com

Participating Entity

Name:	Sandra Barg
Address:	101 E. Wilson Street, 6 th Floor, Madison, WI 53703
Telephone:	608-266-1558
Fax:	
Email:	Sandra.Barg1@Wisconsin.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

5.1 DEFINED TERMS

For purposes of this Agreement, the following terms shall have the meanings defined below. Any other capitalized terms in this Participating Addendum not otherwise defined in this Participating Addendum shall have the meanings as the defined terms provided in the Master Agreement.

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“Contractor Services” mean consulting, design and/or development services that may be provided directly by Contractor or its subcontractors under this Agreement including Contract Consulting and Design Services available under the Master Agreement but excluding any GIS Cloud Hosting Services, General Cloud Hosting Services or Cloud Provisioning Services, including Cloud Provisioning System SaaS (collectively referred to as “Cloud Services” or “Cloud Hosting Services”) supplied by the applicable supplier/owner/provider of such services (“Cloud Hosting Providers” or “Cloud Services Providers”).

“Deliverables” mean the tangible work product originally created in the performance of the Contractor Services and required to be delivered pursuant to mutually agreed Statements of Work.

“Subcontractor(s)” means Contractor’s subcontractors used in the delivery of Contractor Services and excludes Cloud Hosting Providers.

“State Information” means data, technical information, and materials that, originate with the State, or are developed, or prepared, or provided by the State or which Contractor obtains or gathers from the State in the performance of this Agreement, including, but not limited to, reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion or format. State Information also includes those Deliverables owned by the State pursuant to Section 3.6(b) and (c).

5.2 Usage Reports. Contractor shall submit a monthly State of Wisconsin gross sales report to the Participating State contact person listed in Section 4, above (or as amended), in accordance with the following schedule:

<u>Month Ending</u>	<u>Report Due</u>
January 31	February 28
February 28	March 31
March 31	April 30
April 30	May 31
May 31	June 30
June 30	July 31
July 31	August 31
August 31	September 30
September 30	October 31
October 31	November 30
November 30	December 31
December 31	January 31

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

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5.3 The validity of this Agreement, any of its terms or provisions, as well as the rights and duties of the Parties to this Participating Addendum, shall be governed by the laws of the State of Wisconsin. Any action at law or in equity to enforce or interpret the provisions of this Participating Addendum shall be brought in a court of competent jurisdiction in Wisconsin.

5.4 CONTRACTOR'S REPRESENTATION

Contractor warrants that qualified personnel shall provide Contractor Services in a workmanlike manner. Contractor shall not enter any agreement with a third party that it knows might abridge any rights of the State under this Agreement. Contractor shall serve as the prime contractor under this Agreement for the Contractor Services. Should Contractor engage any Subcontractor(s) to deliver Contractor Services pursuant to an SOW under this Agreement, the Contractor shall be legally responsible for the performance and payment of the Subcontractor(s). Subject to any applicable terms of use, Trade Rules and Practices applicable to the Cloud Hosting Services and any software provided under a SOW, the Participating Entity is not agreeing to and is not responsible for any terms and conditions with third parties. Names of any third-party Subcontractors of Contractor may appear for purposes of convenience in this Agreement and shall not limit Contractor's obligations hereunder. Contractor shall retain responsibility for functional and technical expertise as needed in order to incorporate any work by third party Subcontractor(s) in the delivery of Contractor Services.

- a. Intellectual Property. Contractor represents to the best of its knowledge that it has the right to provide the Contractor Services and Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party and that Contractor Services and Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
- b. Inherent Services. Unless otherwise expressly provided in this Agreement, Contractor shall furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Contractor to provide and deliver the Contractor Services and Deliverables.
- c. Contractor represents, as of the date of this Participating Addendum, that it has the financial capacity to perform and to continue perform its obligations under this Agreement; that Contractor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Contractor that will materially adversely affect performance of this Agreement; and that entering into this Agreement is not prohibited by any contract, or order by any court of competent jurisdiction.

5.5 PATENT, COPYRIGHT, AND TRADE SECRET PROTECTION

- a. Contractor and/or its third-party Subcontractors has or have created, acquired or otherwise has or have rights in, and may, in connection with the performance of Contractor Services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models,

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templates and general purpose consulting and software tools, utilities and routines (collectively, the "Contractor Technology"). Contractor Technology is and remains the property of Contractor and its licensors. To the extent that any Contractor Technology is contained in any of the Deliverables including any derivative works, and upon payment by the State to Contractor for any such accepted Deliverable, the Contractor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use, access and benefit from use of such Contractor Technology solely as part of and in connection with the State's use of such accepted Deliverables for the State's use.

- b. Contractor shall not acquire any right, title and interest in or to the copyrights for any goods provided by the State or any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Contractor (the "State's Information"). The State hereby grants Contractor a royalty-free, fully paid, worldwide license to use the State's Information provided to the Contractor for delivery of Services to the State.
- c. The Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a third- party claim that the Contractor Services or Deliverables supplied by the Contractor, or the operation of such Deliverables pursuant to a current version of Contractor-supplied technology or documentation, infringes a patent, or copyright or violates a trade secret in the United States. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following: i) That the Contractor shall be notified within ten (10) business days in writing by the State of any such claim; and, ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense. To the extent available from the applicable Cloud Hosting Provider for pass through to the State, Contractor will pass through to the State any infringement indemnities provided by the Cloud Hosting Provider for the Cloud Services.
- d. Should any, Deliverable, Contractor Services or software supplied by Contractor, or the operation thereof become, or in the Contractor's opinion are likely to become, the subject of a third party claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Deliverable or Contractor Services or software, or to replace or modify the same to become non-infringing and continue to meet procurement specifications as stated in this Agreement and in any SOW, in all material respects, provided that if neither of these options can reasonably be taken, or if the use of such Deliverable or Contractor Services by the State shall be prevented by legal action, the Contractor shall take back such Deliverable and/or software and cease performing the infringing Services, and refund any sums the State has pre-paid Contractor therefor, less any reasonable amount for use of or damage to any such returned Deliverables, software or discontinued Contractor Services , and make commercially reasonable efforts to assist the

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State in procuring substitutes for such Deliverables and Contractor Services or software. Contractor shall not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Contractor Deliverable, Service or software, (ii) results from the State's supplied information or materials or (iii) results from the continued use of the same after receiving notice they infringe a trade secret of a third party.

5.6 IP RIGHTS

- a. Proprietary materials licensed to the State in the delivery of Contractor Services shall be identified to the State prior to use or provision of Contractor Services hereunder and shall remain the property of the Contractor. Software or firmware embedded in a Deliverable shall not be a severable Deliverable unless specifically indicated in an SOW. All Software source and object code is the property of Contractor or Contractors Subcontractors and is only licensed to the State on a nonexclusive basis as provided in the applicable Statement of Work, in consideration for the license fee paid by the State, pursuant to the terms of the respective governing software license.
- b. Deliverables created specifically for the State pursuant to this Agreement shall be the property of the State and ownership of each Deliverable shall automatically transfer to the State upon acceptance and payment for such Deliverable. State owned-Deliverables shall not include Contractor Technology; however, upon acceptance of and payment for the Deliverables, Contractor grants the State a royalty-free, fully paid-up, worldwide, non-exclusive license to use, access and benefit from, without the right to sublicense, Contractor Technology incorporated in the Deliverables as provided in Section 3.6(a); provided, however, the State may sublicense such Contractor Technology (as part of the Deliverables) to its own agents and Subcontractors solely to permit them to meet their obligations to use the same in support of the State and subject all the same restrictions as are applicable to the State. The State shall not acquire rights to any Contractor Technology, processes, or software used by Contractor in performing the Services (except for the license to Contractor Technology as described above). Contractor may retain a copy of each Deliverable for archival purposes.
- c. All State Information and any modifications made by Contractor to the State's Information in the performance of the Contractor Services shall be and remain the property of the State of Wisconsin.
- d. Reciprocal License Grant. No rights granted herein, nor in the underlying documents, shall restrict Contractor's use, sale, license, or modification of Contractor Technology and Deliverables in other jurisdictions. To the extent necessary or proper to effect this paragraph, the State grants an unrestricted, perpetual, royalty-free, irrevocable, world-wide, non-exclusive license to Contractor for all State owned Deliverables; provided, however, that such license is expressly conditioned upon the following: i) the State shall not have, nor suffer, any liability arising from Contractor's use, sale, license or other dissemination of the

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licensed materials; ii) Contractor shall not represent, advertise or otherwise associate the licensed materials with the State; iii) Contractor shall not enter into agreements in derogation of the rights of the State; and iv) said license grant by the State to Contractor shall not supersede any restrictions or limitations stated under the terms of this Agreement.

- e. Contractor shall not acquire any right, title and interest in and to the copyrights for State Information provided by the State to Contractor except to use such State Information as necessary for it to provide Services to the State according to this Agreement.
- f. For the avoidance of doubt, Contractor owns all Contractor Technology, and any modifications or enhancements thereto and derivative works based thereon, whether developed or created prior to or during the performance of Services under the awarded Agreement.

5.7 REPRESENTATIONS

By submitting a Deliverable, the Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner so that the Deliverables will, as delivered meet the specifications stated or referred to in this Agreement or SOW. The parties acknowledge and agree that the State's Acceptance of a Deliverable indicates only that the State has reviewed the Deliverable and detected no material deviations from the agreed specifications ("Deficiencies") at that time and that the State's Acceptance of a Deliverable does not discharge any of the Contractor's obligations under this Agreement for the provision of Contractor Services and Deliverables per the specifications of a SOW.

5.7.1 INTERPRETATION OF DELIVERABLES

In the event of a contradiction, conflict, ambiguity or inconsistency in or between Deliverables and other documents comprising this Agreement as applicable to such Deliverable, including without limitation a Deliverable that has already received Acceptance, any such contradiction, conflict, ambiguity or inconsistency shall be resolved in favor of the latest State-approved Deliverable except in the case where a previous documented requirement is inadvertently omitted or not addressed directly in a subsequent Deliverable. No mutually agreed requirements for the Deliverables shall be omitted from the provided Deliverables without the written consent of the State's contract administrator.

5.7.2 DELIVERABLE ACCEPTANCE PROCESS – IN GENERAL

The Deliverable Acceptance Process shall be as set forth in any Statement of Work provided a Statement of Work is applicable to the engagement. If no acceptance process is specified, Deliverables will be deemed accepted (a) 10 days following delivery if no written Deficiencies have been identified in writing to SHI International Corp; or (b) the Participating Entity uses the Deliverable for any reason other than to perform acceptance testing/review during such 10-day period.

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**5.8 CONTRACTOR PERSONNEL**

The State may request the Contractor to remove or reassign Contractor personnel assigned to perform Contractor Services ("Contractor Personnel") at the State's discretion for any lawful reason or if the performance or conduct of such personnel is unsatisfactory. The State may request that such Contractor Personnel be replaced within fifteen (15) business days from such removal. The State's contract administrator shall notify the Contractor in writing and the exclusion of a designated individual(s) shall take effect as soon as reasonably practicable provided that the parties shall first discuss alternatives to removal as may be requested by Contractor in writing, however the State reserves the right to deny entry or to request the immediate removal of any Contractor Personnel for any lawful reason from any of its facilities based on security or safety concerns. The decision of the contract administrator following such discussions if any shall be final. This provision shall not infringe upon the right of the Contractor to employ the removed individual, nor shall the State's rights under this provision implicate the State as a party to any of the Contractor's obligations in the Agreement.

The State shall have the right, at no charge to the State, to interview, check the references of, and accept or reject any proposed replacements for Contractor Personnel who will be performing Contractor Services on-site at the State's facilities prior to such Contractor Personnel replacements beginning work on the project. To the extent that departing Contractor Personnel provide adequate notice to the Contractor, Contractor shall use commercially reasonable efforts to obtain a smooth transition at no additional charge to the State, including the provision of knowledge transfer documentation and cooperation between the replaced and the newly assigned personnel including an overlap in the assignment of the replaced and newly assigned personnel for a duration of at least ten (10) business days, unless the State's contract administrator agrees to a shorter period in writing.

5.9 WARRANTY OF THIRD PARTY PRODUCTS

The Parties agree that, because the Contractor is not the manufacturer or developer of third-party vendors' products or services, any third-party vendors' products and services provided hereunder are not warranted by Contractor and any warranties shall solely under the terms and conditions of the third-party licenses or other agreements extended directly to the State by the third-party vendor and by which such products are governed. Contractor shall pass through to the State any warranty and indemnification rights available for pass through to the State from the manufacturers or vendors of such products and services comprising the Deliverables. Such third-party warranty coverage shall not relieve the Contractor from Contractor's warranty obligations for Contractor's Services as provided herein.

5.10 PAYMENT TERMS AND INVOICING

Pricing shall be set forth in the individual Statements of Work. Payments terms are as follows, unless otherwise agreed to a Statement of Work:

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- a. All invoices shall include Contractor's tax identification number and a detailed description of Services rendered. If the State fails to pay a properly submitted invoice within thirty (30) Days of receipt, it shall pay a late payment penalty as provided in s. 16.528, Wis. Stats. However, if the State declares a good faith dispute in regard to an invoice pursuant to s. 16.528 (3)(e), Wis. Stats., it shall pay any undisputed portion of said invoice, and will be excused from the prompt payment requirement for the disputed portion pending resolution of the dispute, provided it gives timely notice of such dispute to Contractor in writing and escalates the matter through the dispute resolution process in section 5.30 of this Agreement.
- b. All purchase orders issued by Participating Entities under this Participating Addendum shall include the Participating State contract number: SPO Price List Contract No. 505ENT-O18-NASPOCLOUD-04 and the Lead State, State of Utah-State Cooperative Contract Number AR2488. Participating Entities may use a PCard, subject to its credit limit, or issue a purchase order, provided that any additional or different terms of such PCard or purchase order shall not apply.
- c. Contractor shall forward invoice(s), directly to the ordering agency. Purchase Orders and Payments shall be made to SHI International Corporation.
- d. The form of "engagement" and required information on the invoice related to services provided under the State of Utah-State Cooperative Contract have been determined by NASPO and agreed to by the Contractor. The Participating Entity and Contractor will mutually agree to engagement addenda and statements of work.

5.11 Taxes: Contractor's charges are, except as expressly provided in a SOW, exclusive of any applicable taxes that are the State's responsibility to pay. The State of Wisconsin represents it and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials. SHI International Corp will invoice and the State will pay any tax which is, according to the governing tax authority, is the State's responsibility to pay, exclusive of taxes based on the gross or net income of SHI International Corp.

5.12 Pricing and Discount:

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Contractor's stated prices approved and agreed to with NASPO under the Master Price Agreement shall apply to this Participating Addendum and its SOWs unless otherwise mutually agreed for a specific SOW and is attached hereto as Exhibit A. The State of Wisconsin qualifies for governmental discounts, if available; and its educational institutions also qualify for educational discounts, if available. The Contractor may offer, within written quotes, a greater discount than the approved minimum discount for the State of Wisconsin, volume purchases or for competitive reasons.

Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency sixty (60) calendar days before the proposed effective date of the price increase. Prices applicable under a particular SOW shall be subject to any price increase restrictions and notice requirements agreed upon in the SOW.

5.13 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Agreement, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within thirty days, from Contractor's receipt of such notice may, at the State's option, be the basis for terminating the Agreement for the State's convenience per the terms of this Agreement or other rights and remedies available by law.

5.14 Right of Offset. Upon written notice, the State may offset against contractual payments due to the Contractor in an amount necessary to satisfy a certified or verifiable delinquent payment owed by the Contractor to the State of Wisconsin or any local unit of government in Wisconsin that is not under formal written appeal. The State also reserves the right to cancel this Agreement as provided in Section 3.17.2, Termination, if a delinquency is not satisfied by the offset or other means during the Agreement Term.

5.15 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 Agreement that govern Contractor's business and operations.

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

5.16.1 Renegotiation of Agreement

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Each party shall have the right to request the other renegotiate the terms and conditions of this Agreement to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the requesting party, either substantially and unreasonably changes the its duties hereunder, or renders performance, enforcement or compliance with the totality of the Agreement impossible, patently unreasonable, or unnecessary.

5.17 Term and Termination

5.17.1 This Agreement shall end conterminously with the Master Agreement, provided that any Statements of Work entered into prior to expiration or termination of this Agreement shall survive such expiration of the Master Agreement, for the term stated in the Statement of Work, and continue to be subject to its terms.

5.17.2 Termination for Cause

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

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

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

b. Upon termination under this section, all Deliverables prepared by the Contractor under a Contractor Services and Statement of Work and paid for by the State that are intended to be the property of the State under the terms of this Agreement shall become the property of and be delivered to the State. The time period the State will have from the date of termination of any Cloud Services to remove all its data from the cloud shall be addressed in the applicable SOW based on the Cloud Hosting Provider's Trade Rules and Practices.

c. The State may, upon termination of this Agreement for cause, procure on terms and in the manner that it deems appropriate, materials or services to replace those terminated for cause under this Agreement.

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5.17.3 Termination for Convenience

The State reserves the right to terminate the Agreement without cause in whole or in part upon sixty (60) days advance written notice to Contractor, when in the best interests of the State and without penalty or recourse, provided that the State may only terminate in part if the remaining elements are not dependent upon the terminated elements and provided further that any existing Statements of Work entered into prior to such termination shall not be affected by termination of this Agreement under this section and shall survive for the term of the Statement of Work unless the Statement of Work is separately terminated according to this Agreement and the applicable Statement of Work. For any Statements of Work that are terminated by the State according to this Agreement or the applicable Statement of Work, upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and use commercially reasonable efforts to minimize all further costs to the State. The Contractor may terminate this Agreement at any time, without cause, in whole or in part by providing a written notice to the State at least one hundred and eighty (180) days in advance of the intended date of termination provided that the Contractor may only terminate in part if the remaining elements are not dependent upon the terminated elements and provided further that any existing fully executed Statements of Work entered into prior to such termination shall not be affected by termination of this Agreement under this section and shall survive for the term of the Statement of Work unless the Statement of Work is separately terminated according to this Agreement and the applicable Statement of Work. In the event either party exercises its right to terminate this Agreement for Convenience pursuant to this Section of the Agreement, the Contractor shall be entitled to payment for the Services completed as of the date of termination or cancellation, such payment will be due according to the payment terms as set forth in the individual statement of work, or, if silent, the Master NASPO Contract. The State shall be entitled to receive all Deliverables in progress or completed under the terminated Statements of Work as of the date of termination or cancellation. The State shall have no other liability arising out of termination or cancellation exercised according to this Agreement.

5.18 No Quantity Guarantees

Purchase under this Agreement pursuant to the State of Utah-State Cooperative Contract is not mandatory. This Participating Addendum is non-exclusive.

The State of Wisconsin may obtain related goods or services from other sources during the term of this Agreement in its sole discretion and at its sole option. Subject to the foregoing, the State of Wisconsin makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Services shall be procured through this Agreement.

5.19 Independent Contractor

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The Contractor shall act as an independent contractor in performing all Services under this Agreement and, except as otherwise outlined herein, as between the State and Contractor, shall maintain complete control over its employees, Contractor Personnel, and Subcontractors, if any.

5.20 State and Federal Law, Regulation and Policy as Applied to Deliverables

Contractor Services and Deliverables shall comply with the acceptance criteria defined by the parties and incorporated into an applicable SOW. In the course of defining such criteria, the parties shall cooperate to identify and address applicable laws, in consultation with the State's advisors. The Contractor will work with the State and its advisors to implement all appropriate agreed-upon changes in business processes or as applicable to the Contractor Services and Deliverables as required by State and Federal law, regulations or policy as agreed by the parties through the change control procedures specified in the Statement of Work. In the event a change in or the State's interpretation of an applicable law, regulation or policy requires a modification or addition to the scope of Services described herein or by an SOW under this Agreement, the parties shall utilize the change control procedures set forth in this agreement to facilitate the implementation of such changes to the scope of Services. Additional compensation shall be as mutually agreed to by the parties.

5.21 Cooperation with Other Contractors

In the event that the State enters into a contract with another contractor for the provision of additional services that interact with or relate to the Contractor Services, the Contractor shall require that its Contractor Personnel use commercially reasonable efforts to cooperate with such other contractor so as not to disrupt the performance of their services. Contractor Personnel shall cooperate on a commercially reasonable basis with State personnel, hardware manufacture representatives, system software Contractors, and communications systems Contractors in the provision of Contractor Services to the State.

5.22 Confidential, Proprietary and Personally Identifiable Information

Any additional or different terms applicable to Confidential Information or personally identifiable information from those set out in the Master Agreement may be addressed as mutually agreed and applicable to the work in the governing Statement of Work.

5.23 Liquidated Damages

Liquidated Damages for failures or delays in the performance of the Contractor Services may be addressed as mutually agreed and applicable to the Contractor Services in the governing Statement of Work.

5.24 Non-Exclusive

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Except for remedies designated herein as exclusive or which are exclusive as a matter of law, no remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

5.25 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 engaged in the Contractor Services performed under this Contract;
- Commercial liability, bodily injury and property damage insurance against claim(s) that may occur in carrying out the Contractor Services pursuant to 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 Contractor Services pursuant to this Contract, with a minimum coverage of one million dollars (\$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 Agency before the Contractor Services may commence. (if applicable)

The State reserves the right to require higher or lower insurance limits, where warranted, provided any higher required limits shall not apply to existing Statements of Work unless otherwise agreed in writing and Contractor may terminate this Agreement (but not existing SOWs) for its convenience (upon the 180 days' notice as required in 5.17.3) if it does not agree to comply with the higher limits.

5.26 Recordkeeping and Record Retention

§19.36 (3) of the Wisconsin Statutes applies to this Agreement, and Records (as defined in §19.32 of the Wisconsin Statutes) that are produced or collected under this Agreement are subject to disclosure pursuant to a public records request.

The Contractor shall establish and maintain adequate records of all documentation developed or compiled by it for the State and expenditures incurred by it under this Agreement. All such records shall be kept in accordance with Generally Accepted Accounting Procedures (GAAP) in accordance with federal, State and local laws or ordinances applicable to Contractor. The Contractor, following final payment, shall retain all its records produced or collected under this Agreement for six (6) years.

Any additional responsibilities relative to Contractor's retention of records may be addressed as mutually agreed in the applicable Statement of Work for Contractor Services.

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5.27 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 Agreement shall not be made by Contractor without prior written approval of the State.

5.28 Anti-Trust Assignment

By entering into this Agreement, 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 State relating specifically to that proportionate amount of the Goods or Services attributable to the Goods or Services purchased or acquired by the State from the Contractor under this Agreement.

5.29 Assignment of Agreement

The Contractor shall provide prior written notice to the State before assigning the rights and obligations of this Agreement to another party. The State reserves the right to withhold approval of any such assignment in its sole discretion. The terms and conditions of this Agreement 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 above, Contractor may utilize Subcontractors and Cloud Hosting Providers as provided in the Agreement.

5.30 Agreement Dispute Resolution

In the event of any dispute or disagreement between the parties under this Agreement, whether with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either party hereto, except for breach of Contractor's intellectual property rights, 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. Except as may be necessary to avoid expiration of the applicable statute of limitations, No legal action of any kind between the parties, except for the seeking of equitable relief in the case of the public's health, safety or welfare or protection of Contractor's or its licensors, Subcontractor's or the Cloud Hosting Provider's intellectual property rights intellectual property rights, 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 State, 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.

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5.31 Miscellaneous Terms:

a. NOTIFICATION: Contractor shall use reasonable efforts to notify the Division of Enterprise Technology per Section (2) herein, of any expansions to existing cloud operations under this Agreement that it becomes aware of that are being pursued by any Wisconsin agency or public procurement unit.

b. APPLICABLE LAW AND COMPLIANCE: This Agreement shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all applicable federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which govern Contractor's business. The State of Wisconsin reserves the right to cancel this Agreement if the contractor fails to cure any failure to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to terminate this Agreement with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

c. DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which Contractor knows a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this Agreement is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the Agreement. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

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

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

e. DUAL EMPLOYMENT: Contractor shall abide by any requirements applicable to Contract in Section 16.417, Wis. Stats.

f. EMPLOYMENT: The contractor will not engage the services of any person or persons it knows is now employed by the State of Wisconsin, including any department, commission or

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board thereof, to provide Contractor Services relating to this Agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

g. **CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

h. **INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state

i. **Acceptance:** Acceptance criteria for Contractor Services will be provided for in the Statement of Work.

j. **TESTING:** If applicable, testing criteria will be provided for in the Statement of Work.

6 **Subcontractors:** All contactors, dealers, and resellers authorized by the State of Wisconsin, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

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

8 **Purchase Order Instructions:** The form of "engagement" and required information on the invoice related to services provided under the Master Agreement have been determined by NASPO and agreed to by Contractor. Any additional information requirements should be detailed in Section 5 (above).

9 **Executive Order 184 – Prohibited Vendors/Software**

) The following vendors and/or software are prohibited from being provided to any Participating Entity:

- TikTok
- Huawei Technologies
- ZTE Corp
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company

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- 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

10 High-Risk Language

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

11 Entire Agreement: This Participating Addendum and Master Agreement #AR2492 (administered by the State of Utah) together with all exhibits, if applicable, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with all exhibits, shall not be added to or incorporated into this Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected unless agreed to in writing between the Contractor and the Participating State/Entity.

12 Order of Precedence: In the event of any inconsistency between the documents in or pursuant to this Agreement, the inconsistency shall be resolved in the following order of precedence:

- 1) Applicable Federal and State of Wisconsin statutes, laws and regulations
- 2) Exhibit B – Security Rider
- 3) A Statement of Work (SOW) executed under the Engagement Addendum (if applicable);
- 4) The Engagement Addendum (if applicable);
- 5) The Participating Addendum ;
- 6) The terms and condition of Master Agreement #AR2488

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Wisconsin Department of Administration	Contractor: SHI International Corp.
Signature: DocuSigned by: Cheryl Edgington E70A1AADB106453...	Signature: DocuSigned by: Kristina Mann EA418E789F09404...
Name: Cheryl Edgington	Name: Kristina Mann
Title: Director, State Bureau of Procurement	Title: Sr. Manager - Contracts
Date: 9/13/2024 2:02 PM CDT	Date: 9/12/2024

[Additional signatures may be added if required by the Participating Entity]

Participating Entity: Department of Administration - Division of Enterprise Technology
Signature: Signed by: Trina Zanow A11B57ECEC77402...
Name: Trina Zanow
Title: Division Administrator - Div of Enterprise Tech
Date: 9/13/2024 1:19 PM CDT

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

***Please email fully executed PDF copy of this document
to
PA@naspovaluepoint.org
to support documentation of participation and posting
in appropriate data bases.***

Exhibit A

SHI International Corp.
NASPO ValuePoint Cloud Solutions
Master Agreement # AR2488

Solution	Minimum Discount % off MSRP
Software as a Service	1%
Infrastructure as a Service	1%
Platform as a Service	1%
Value Added Services	1%

Additional Value Added Services

<i>Maintenance Services</i>	Onsite Hourly Rate - \$90-300 Remote Hourly Rate - \$90-300
<i>Professional Services</i>	
Deployment Services	Onsite Hourly Rate - \$90-300 Remote Hourly Rate - \$90-300
Consulting/Advisory Services	Onsite Hourly Rate - \$90-500 Remote Hourly Rate - \$90-500
Architectural Design Services	Onsite Hourly Rate - \$90-500 Remote Hourly Rate - \$90-500
Statement of Work Services	Onsite Hourly Rate - \$90-500 Remote Hourly Rate \$90-500
Partner Services	Onsite Hourly Rate - \$90-500 Remote Hourly Rate - \$90-500
<i>Training Deployment Services</i>	Onsite/Remote Hourly Rate - \$90-300

SHI as Service Provider**NASPO Price/Hour**

Consultant	\$275
Solution Architect	\$225
Sr. Solution Architect	\$275
Project Manager I & II	\$185
Cloud Specific	
Data Architect	\$325
Cloud Architect	\$275
DevOps Engineer	\$275
Data Engineer	\$275
Cloud Engineer	\$250

**Professional Services means all services, including IT Staff Augmentation, provided by Reseller under an SOW.*

***Rates subject to change based on custom SOW*

Exhibit B

STATE OF WISCONSIN SECURITY RIDER

The following terms and conditions are specific to Cloud Computing including SaaS, IaaS and PaaS. These terms shall supplement the *[NASPO MA AR2488]*. In the event of a conflict between the terms of this State of Wisconsin Security Rider [Exhibit B], and *NASPO MA AR2488*, 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 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.

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 a written agreement between both the State and the Contractor 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) 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 *NASPO MA AR2488*]. 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 *NASPO MA AR2488* 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 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.

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 four (4) 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.

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

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.

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 implement an orderly return of State Data in a CSV or another mutually agreeable format at a time agreed to by the parties, or 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:

- 30 days after the effective date of termination, if the termination is in accordance with the contract period **or** if the termination is for convenience
- 60 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: Upon the request of the State, the Contractor shall conduct criminal background checks and not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud. The Contractor shall promote and maintain an awareness of the importance of securing the State Data among the Contractor's employees and agents. If any of the stated personnel providing services is not acceptable to the State in its sole opinion as a result of the background or criminal history investigation, the State, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate t any related service Contract.

10. Access to Security Logs and Reports: The Contractor shall provide reports to the State in a format as specified upon request or as detailed in an SLA agreed to by both the Contractor and the State. Reports shall include 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 Contractor shall allow the State to audit conformance to the Contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense. The State or its authorized representatives will have full and complete access during normal business hours and upon reasonable notice, to perform an operational audit of the Contractor's performance of the services, and related books and records pertaining to any sums to be paid hereunder or facts relative to any claim against the Contractor which may be chargeable to The State or its property. The Contractor shall provide the State and its authorized representatives with such information and assistance as needed to perform the audits.

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 CSP's audit 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.

Contractor shall provide the State Identified Contact with a complete copy of the audits and the results of the above audits, certifications, scans, and tests within seven (7) Business Days of the Contractor's receipt of such results.

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 system security plans (SSP) or security processes and technical architecture to the State such that intrusion protection can be attained between the State and the Contractor. 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 strategic business partners and all Subcontractors and successor entities of Contractor will be subject to the terms of this agreement. Partners are not permitted access to State Data unless needed to perform 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 require 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 signifies 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 upon request and ensure that the State's Recovery Time Objective (RTO) and Recovery Point Objective (RPO) as detailed in Exhibit A: Service Level Agreement (SLA) is met or as detailed in a separate SLA. 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 the maintenance window on Sundays between the hours of 12AM and 8 AM

CST. 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:

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.

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 create, 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. 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
- 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:

Contractor shall agree on service level metrics contained herein. In the alternative, the Contractor and the State shall reach agreement on operational metrics outlined in a separate Service Level Agreement (SLA), as long as said SLA, at a minimum, includes the following:

- a) Advance notice and change control for major upgrades and system changes
- b) System availability/uptime guarantee/agreed-upon maintenance downtime
- c) Recovery Time Objective/Recovery Point Objective
- d) Security Vulnerability Scanning

Exhibit B1: Service Level Agreement

Service Level Agreements will be included in the Statement of Work for each project.