

Participating Addendum Number 505ENT-O25-AEDANDACCS-03
for
Automatic External Defibrillators & Accessories (SW0300)
between
State of Wisconsin
and
Zoll Medical Corporation

This Participating Addendum is entered into by State of Wisconsin ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number SW0300, executed by Contractor and the State of Oklahoma ("Lead State") for Automatic External Defibrillators & Accessories ("Master Agreement"):

Zoll Medical Corporation ("Contractor")
269 Mill Rd
Chelmsford, MA 01824

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Bernard MacArthur
Global Sales Contract Manager
Bernard.MacArthur@zoll.com
413-231-7292

Participating Entity's contact for this Participating Addendum is:

Stacia Rice
Procurement Specialist
Stacia.rice@wisconsin.gov
608-261-7014

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or 9/1/2024, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws excluding rules as to choice and conflict of law. Venue for all legal proceedings arising out of the Participating Addendum, or breach thereof, shall be in the State or federal court with competent jurisdiction in Dane County, Wisconsin. In the event that any provision of this Participating Addendum is contrary to Wisconsin law, such provision shall be null and void. The Contractor shall at all times comply with and observe all applicable federal and state laws and regulations which are in effect during the period of this Participating Addendum and which in any manner affect the work or its conduct.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

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- c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

VI. AMENDMENT.

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

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

VII. ORDER OF PRECEDENCE.

- a. Wisconsin' Participating Addendum; Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with Contractor under the terms of the Master Agreement;
- b. The Master Agreement;
- c. The Solicitation including all Addenda; and
- d. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Except for the terms included in the Attachment and Exhibits hereto, no other terms and conditions shall apply, including terms listed or referenced on the Contractor's website, in the Contractor's quotations or in similar documents subsequently provided by the Contractor, unless otherwise agreed by the Parties.

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

IX. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

Contractor must submit electronic reports, including all sales and service/maintenance, made against this Participating Addendum in Microsoft Excel compatible format, easily sorted for various data and inclusion into a pivot table, via email DOAESContractUsageReporting@wisconsin.gov (or as amended). Report must include, at a minimum:

- Name of the purchasing entity
- date of order/release
- Contract Price (total)
- any additional costs detail

Reports shall retain the same format throughout the life of the contract unless mutually agreed upon and Contractor agrees to provide additional reports if requested by the State of Wisconsin in a format and frequency

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as mutually agreed upon by both parties. The quarterly report is due no later than 30 calendar days after the end of each quarter from the start of the contract date. If there are no sales during the reporting period, Contractor must report zero sales.

- Quarter 1: January 1 through March 31 (Due on or before April 30)
- Quarter 2: April 1 through June 31 (Due on or before July 30)
- Quarter 3: July 1 through September 31 (Renewal Due on or before October 30)
- Quarter 4: October 1 through December 31 (Due on or before January 30)

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

XI. INFORMATION TECHNOLOGY STANDARDS.

Executive Order 184 relating to Cybersecurity and Prohibiting the Use of Certain Foreign Technologies directs the Wisconsin Department of Administration to take measures to ensure certain prohibited vendors and technologies are not used on State IT networks. Accordingly, the following vendors and/or software are prohibited from being provided to any state agency Purchasing Entity:

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

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

- a. Wisconsin Terms and Conditions (DOA-3054)
- b. Vendor Agreement – Wisconsin's Cooperative Purchasing Service (DOA-3333)

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

For Contractor:

Bernard MacArthur
Global Sales Contract Manager
Bernard.MacArthur@zoll.com
413-231-7292

For Participating Entity:

Stacia Rice
Procurement Specialist
Stacia.rice@wisconsin.gov
608-261-7014

XIV. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

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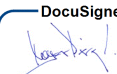
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SIGNATURE

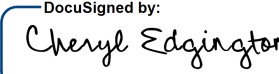
The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this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

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

CONTRACTOR:

DocuSigned by:

4301C0CB99C945F...
Signature
Roger Perez
Printed Name
VP & GM Public Safety Business
Title
9/5/2024 | 1:02 PM PDT
Date

PARTICIPATING ENTITY:

DocuSigned by:

E70A1AADB106453...
Signature
Cheryl Edgington
Printed Name
Bureau Director
Title
9/26/2024 | 2:58 PM CDT
Date