NASPO ValuePoint
PARTICIPATING ADDENDUM

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS

Led by the State of Colorado

Master Agreement #: **187822**

Contractor: **HP INC.**

Participating Entity: **STATE OF WISCONSIN**

Participating Addendum Number: **505ENT-M25-MFDCOPIER-05**

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Sub-Group D1 – Specialty Printers
- Sub-Group G1 – Software Related Services
- Accessories for Discontinued Base Units
- Maintenance Services for new and legacy devices

Master Agreement Terms and Conditions:

1. Term: This Participating Addendum is effective as of the date of the last signature below or August 1, 2024, whichever is later, and will terminate, renew, and extend upon termination, renewal, or extension of the NASPO Valuepoint Master Agreement #187822 ("Master Agreement"), as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein. The Master Agreement and this Participating Addendum represents the parties' entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist.

2. Scope: This addendum covers the *Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado, for use by state agencies and other government entities located in the State of Wisconsin, the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

   This Participation Addendum includes the entire scope of Products and Services available through the Master Agreement except the following:
   (a) Group I – Managed Print Services
   (b) Lease and Rental Agreements

(c) Not Specifically Priced Open Market Items
(d) Stand-alone software purchases are limited to software listed in the Master Agreement Price List(s) for equipment that was purchased through this Participating Addendum or participating addendum no. 505ENT-M20-MFDCOPIER-05.
(e) Software installation, integration and support Services shall be limited to the software listed on the Master Agreement Price List(s). Such Services shall only be provided on equipment that was purchased through this Participating Addendum or participating addendum no. 505ENT-M20-MFDCOPIER-05.
(f) Any Software installation and integration Services in excess of $50,000 must be approved in writing by the State of Wisconsin Department of Administration.
(g) The following vendors and/or software are prohibited from being provided to any Purchasing Entity:
- TikTok
- Huawei Technologies
- ZTE Corp
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company
- Tencent Holdings, including but not limited to:
  - Tencent QQ
  - QQ Wallet
  - WeChat
- Alibaba products, including but not limited to:
  - AliPay
- Kaspersky Lab

If a Purchasing Entity wants a scope exclusion item to be reconsidered, they may contact the Participating Entity contract manager.

3. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities (including cooperatives) authorized to use statewide contracts in the State of Wisconsin. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

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

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS
Led by the State of Colorado

Contractor

Name:	Elizabeth Leach
Address:	10300 Energy Drive, Spring, TX 77389
Telephone:	501-849-4740
Email:	elizabeth.leach@hp.com

Participating Entity

Name:	Hallee Kox
Address:	Wisconsin Department of Administration 101 E Wilson Street P.O. Box 7867 Madison, WI 53707
Telephone:	608-266-7554
Fax:	608-267-0600
Email:	Hallee.Kox@wisconsin.gov

5. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[_] No changes to the terms and conditions of the Master Agreement are required.

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

5.1 Definitions: For purposes of this Participating Addendum, the following terms shall have the meanings defined below. Any other capitalized terms not otherwise defined in this Participating Addendum shall have the meaning given within the Master Agreement and Request for Proposal.

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

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

"Deliverables" means the desired Products or Services described in the Order to be provided under the terms of this Participating Addendum.

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

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

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

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

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

"State Observed Holidays" means New Year's Day, Martin Luther King Jr. Birthday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

"Subcontractor(s)" means Contractor's subcontractors used in delivering Products or rendering Services under this Participating Addendum and the Master Agreement, which may include Authorized Dealers.

5.2 Governing Law; Venue: This Participating Addendum and any Orders placed hereunder shall be governed by Wisconsin 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, local laws, ordinances and regulations which are in effect during the period of this Participating Addendum and which in any manner affect the work or its conduct. Purchasing Entity will be responsible for compliance with laws applicable to the Purchasing Entity and its business operations.

5.3 Order of Precedence:

(a) This Participating Addendum; including all Exhibits;
(b) NASPO ValuePoint Master Agreement, including all Exhibits;
(c) An Order issued against the Master Agreement;
(d) The Solicitation, RFP-NP-23-001, Multi-Function Devices and Related Software, Services and Cloud Solutions;
(e) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
(f) The Contractor's Supplemental Documents, which are included as Attachments.

5.4 Additional Service Level Commitments: Purchasing Entities are subject to the Contractor's standard service levels as outlined in the Master Agreement. Additional service level commitments are attached hereto and incorporated herein as Exhibit A- Service Level Agreement.

5.5 Usage Reports: The quarterly sales report template is attached hereto and incorporated herein as Exhibit B- Quarterly Sales Report. The Contractor must submit electronic reports on a quarterly basis and one (1) annual summary report on all sales, including service/maintenance, made against this Participating Addendum via email to doaitcontractusagereporting@wisconsin.gov (or as amended).

(a) Reports must include the reporting listed in Exhibit B- Quarterly Sales Report of this Participating Addendum
(b) The report file format shall be Microsoft Excel compatible format and shall easily be sorted for various data and inclusion into a pivot table.
(c) The quarterly reports will be filed using the schedule in Section f below. The annual report shall contain all data within the quarterly reports and include an annual sum total with any additional description notes.
(d) Such reports shall retain the same format throughout the life of the contract unless mutually agreed upon.
(e) The Contractor agrees to provide additional reports if requested by the State in a format and frequency as mutually agreed upon by both parties.
(f)

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

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

5.6 Service Level Agreement (SLA) Report: The Contractor must submit SLA metrics reports on a quarterly basis to the Participating Entity via email to doaitcontractusagereporting@wisconsin.gov (or as amended).
(a) The Contractor must submit, upon request of the Purchasing Entity, SLA metrics reports on a quarterly basis to the Purchasing Entity.
(b) SLA reports must include reporting on each SLA and credit listed in Exhibit A-Service Level Agreement. If no credit was required, such shall be indicated.
(c) Such reports shall retain the same format throughout the life of the Participating Addendum unless mutually agreed upon.
(d) The report file format shall be Microsoft Excel compatible format and shall easily be sorted for various data and inclusion into a pivot table.
(e) The quarterly reports will be filed using the schedule in Section f below. The annual SLA shall contain all data within the quarterly reports and include an annual sum total with any additional description notes.
(f)

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

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

5.7 <u>Hard Drive Surrender Service:</u>
If desired, Purchasing Entity may engage Contractor to perform hard drive services, and the PO shall detail the service:

(a) Hard Drive Surrender Service. Under this option, a Contractor service technician can remove and replace the hard drive from the applicable Product (set forth on a PO) and provide Purchasing Entity with custody of the hard drive before the Product is removed from the Purchasing Entity's location, moved to another department or any other disposition of the Product.

The Purchasing Entity and Contractor shall agree prior to hard drive handling what the Purchasing Entity needs are. Other hard drive removal and surrender Services and requirements are provided in the Master Agreement section F, Security Requirements, subsection 5, Hard Drive Removal and Surrender.

5.8 <u>Trial or Demonstration of Device or Equipment:</u> In addition to any requirements set forth in the Master Agreement, a written agreement between the Purchasing Entity and the Contractor shall occur prior to any trial or demonstration.

5.9 <u>Contractor's Representation:</u> Contractor warrants that qualified personnel shall provide Contractor Services in a workmanlike manner. Contractor shall not enter into any agreement with a third party that it knows might abridge any rights of the State under this Participating Addendum. Contractor shall serve as the prime contractor under this Participating Addendum for the Contractor Services. Should Contractor engage any Subcontractor(s) to deliver Contractor Services pursuant to an Order under this Participating Addendum, 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 an Order, the State 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 Participating Addendum 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) <u>Intellectual Property</u>. 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 Participating Addendum, 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 knowledge of an actual legal proceeding being brought against Contractor that will materially adversely affect performance of this Participating Addendum; and that entering into this Participating Addendum is not prohibited by any contract, or order by any court of competent jurisdiction.

5.10 Rendering of Services: The Contractor shall render Services will all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to the requirements set forth in the Master Agreement, Participating Addendum and an Order. The Purchasing Entity and/or Participating Entity may inspect, observe and examine the performance of the Services rendered on the Purchasing Entity's premises at reasonable times, without notice. If the Purchasing Entity notifies the Contractor that any part of the Services rendered are inadequate or in any way differ from the Participating Addendum requirements for any reason other than as a result of the Purchasing Entity's default or negligence, the Contractor shall at its own expense re-schedule and perform the work correctly within such reasonable times as the Purchasing Entity specifies. This remedy shall be in addition to any other remedies available to the Purchasing Entity and/or Participating Entity by law or in equity.

5.11 Contractor Personnel:

(a) Identification: If requested by the Purchasing Entity, the Contractor shall provide a list of the names of all Contractor Personnel who may require admission to the Purchasing Entity's premises in connection with the rendering of Services, specifying each such person's connection to the Contractor and the role the person is to take in the performance of the Participating Addendum. The Purchasing Entity reserves the right to refuse to admit to the Purchasing Entity's premises any person employed or contracted by the Contractor whose admission, in the reasonable opinion of the Purchasing Entity, would be undesirable. Purchasing Entity may not refuse to admit Contractor's Personnel on the basis of race, religion, gender, age, disability, or any other legally-prohibited basis under federal, state or local law.

(b) Identification of Contractor Personnel: The Contractor shall furnish each Contractor Personnel with a means of identifying themselves as agents, Subcontractors, or employees of the Contractor assigned to perform services under the Participating Addendum and furnish the Purchasing Entity with security credentials on these Contractor Personnel, if requested.

(c) Background or Criminal History Investigation: When the Purchasing Entity business needs require a background or criminal history investigation, and prior to the commencement of any Services under this Participating Addendum, the Purchasing Entity may request that Contractor or any Subcontractor attest that a successful background or criminal history investigation of its personnel, who will be providing Services to the Purchasing Entity under the Participating Addendum has been performed Contractor's standard pre-employment screening processes unless otherwise agreed upon with the Purchasing Entity.

5.12 Repair or Service Refusal; Replacement Parts:

(a) Contractor will repair or replace in accordance with the terms and conditions of the Participating Addendum, Master Agreement and the manufacturer's specifications any part of the Products being serviced under an Order ("Serviced Products") that becomes unserviceable due to normal usage (other than consumable supplies).

(b) If the Purchasing Entity refuses repair or Serviced Products repair, a statement shall be placed in writing from the Purchasing Entity to Contractor as such. In an event where the Purchasing Entity does not permit Contractor to repair or replace the Serviced Products, such action shall excuse Contractor from any and all future performance hereunder.

(c) Replacement parts for Purchasing Entity-owned equipment will be furnished as new equipment unless the Purchasing Entity accepts in writing replacement parts which are not new in exchange for an additional discount for such reconditioned or used parts, and to the extent such reconditioned or used parts will not adversely impact machine performance as determined by the operation of the machine in accordance with manufacturer's specifications.

(d) Except for hard drives on Purchasing Entity-owned equipment, all parts on Purchasing Entity-owned equipment removed due to replacement may become the property of the Contractor if the Purchasing Entity does not want the equipment removed.

5.13 Services not included under the Participating Addendum: The Services provided by Contractor under an Order will not include the following:

(a) Repairs resulting from Purchasing Entity misuse (including without limitation intentional improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the intentional failure to provide, adequate electrical power, air conditioning or humidity control;

(b) Repairs made necessary by service performed by persons other than Contractor representatives;

(c) Service calls or work which Purchasing Entity requests to be performed outside of Normal Business Hours (unless covered under an extended hour service contract) and service calls or work which Purchasing Entity requests to be performed on State Observed Holidays;

(d) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products;

(e) Consumable paper supplies, unless expressly provided for in an Order;

(f) Repairs and/or service calls resulting from accessories not purchased from Contractor;

(g) Any software, system support or related connectivity unless specified in writing by Contractor;

(h) Parts no longer available from the applicable manufacturer;

(i) Electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits;

(j) Installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Contractor; and

(k) Repairs of damage or increase in service time caused by force majeure events. Damage to Serviced Products or parts arising from causes beyond the control of Contractor are not covered by this Participating Addendum.

5.14 Service Termination: Contractor may terminate its Service obligations under any Order at no additional cost to the Purchasing Entity for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those authorized to perform service under this Participating Addendum.

5.15 Service Calls: Service calls will be made during Normal Business Hours. Purchasing Entity and Contractor can agree upon any exceptions in writing in advance before Contractor order acceptance or anytime thereafter. Service does not include coverage on State Observed Holidays. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on State Observed Holidays, if and when available and only in the event and to the extent that Contractor agrees to provide such non-standard coverage, will be charged at overtime rates per the Master Agreement in effect at the time the service call is made. Purchasing Entity is responsible for disconnecting, repairing and re-connecting unauthorized attachments or components.

5.16 Basic Connectivity Services: If any software, system support or related connectivity services are specifically set forth on an Order and accepted by Contractor, Contractor shall provide any such services at the Purchasing Entity's location set forth in the

Order, as applicable, or on a remote basis. Purchasing Entity shall provide Contractor with such access to its facilities, networks and systems as may be reasonably necessary for Contractor to perform such Services. Purchasing Entity shall provide any special security requirements for the location prior to service. Purchasing Entity acknowledges that Contractor’s performance of any such services is dependent upon Purchasing Entity’s timely and effective performance of its responsibilities as set forth in the Order, as applicable. Unless connectivity services are specifically identified in the Order as part of the services to be performed by Contractor, Contractor shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Purchasing Entity network or system.

5.17 Purchasing Entity Obligations: Purchasing Entity agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Purchasing Entity will provide adequate facilities (at no charge) for use by Contractor representatives in connection with the service of the Serviced Products under an Order within a reasonable distance of the Serviced Products. Purchasing Entity agrees to provide appropriate access to its facilities, networks and systems as may be reasonably necessary for Contractor to perform its services. Prior to service, Contractor may request the Purchasing Entity to allow the Contractor for “360 degree” service access to the Serviced Products. Purchasing Entity will provide a key operator for the Serviced Products and will make identified key operators or their designees available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Contractor in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Purchasing Entity and will be available “on site” for servicing.

5.18 Delivery; Acceptance: In addition to section VIII and section IX of the Master Agreement, the acceptance testing period will be thirty (30) calendar days starting from the day after the Device is delivered or, if installed by the Contractor, the day after the Device is installed and Contractor certifies that the Device is ready for Acceptance Testing. Further, with regard to material defects discovered after Acceptance, the affected hardware Product will be subject to remedy in accordance with the applicable warranty purchased for that Product.

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

5.19 Returns; Damaged Products: No Products may be returned without Contractor's prior written consent. Products returned without written authorization from Contractor may not be accepted by Contractor and is the sole responsibility of Purchasing Entity. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Purchasing Entity. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Contractor within ten (10) business days after receipt of Products.

5.20 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, 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 and/or settle any action brought against the State to the extent that such action is based upon a third- party claim that the Contractor branded 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, Contractor branded Deliverable, 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 Participating Addendum and in any Order, 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 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 or (iv) or the State's use of Contractor Deliverable, Service or software with products or services unauthorized . Unauthorized products or services shall be mutually agreed upon by both parties before the Order commences and noted in the Order.

5.21 <u>IP Rights:</u> 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 Order. 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 Order, in consideration for the license fee paid by the State, pursuant to the terms of the respective governing software license.

5.22 <u>Contractor Personnel:</u> The State may request the Contractor to remove or reassign 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 Purchasing Entity 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 Purchasing Entity 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 Participating Addendum. The State shall have the right to accept or reject based on lawful reasons any proposed replacements for Contractor Personnel who will be performing Contractor Services on-site at the Purchasing Entity'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, if reasonably feasible, 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 Purchasing Entity agrees to a shorter period in writing. Such agreement shall not be unreasonably withheld.

5.23 Warranty: Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards. For any Products manufactured by Contractor ("Contractor Equipment"), Contractor's warranty is as set forth in Section X of the Master Agreement, Contractor's response to the solicitation, and the Participating Addendum. PURCHASING ENTITY ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN AND THEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE CONTRACTOR EQUIPMENT. In connection with any other Product sale, Contractor shall transfer to Purchasing Entity any Product warranties and the benefit of any indemnities made by the applicable Third Party manufacturer, to the extent transferable and without recourse. Physical or electronic copies of any applicable Product warranty will be delivered by Contractor to Purchasing Entity upon Purchasing Entity's written request. The Master Agreement and this Participating Addendum state all remedies for warranty claims unless otherwise agreed to with the Purchasing Entity. To the extent permitted by law, Contractor disclaims all other warranties.

5.24 Other Documents: Standard forms or templates may be used for various purposes, including but not limited to, Purchase Orders, invoices, quotes, 'Website Terms and/or Conditions' or 'click to accept' agreement(s), some of which may contain boilerplate or standard terms and conditions ("Other Documents"). However, any use of Other Documents are not a part of this Participating Addendum and are deemed to be for administrative convenience only and the terms therein do not modify the terms of this Participating Addendum and Purchasing Entity Orders.

5.25 Payment Terms And Invoicing: Pricing shall be set forth in the individual Order. Payments terms are as follows:

(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) calendar 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 5.33 of this Participating Addendum.

(b) Participating Entities may use a purchasing card, subject to its credit limit, or issue an Order, provided that any additional or different terms of such purchasing card or Order shall not apply. The Contractor shall accept purchasing card purchases with no additional cost for such payment method. State use of a PCard for hardware purchases and maintenance payments is limited to time of order placement only.

(c) Contractor shall forward invoice(s), directly to the Purchasing Entity. Electronic invoices are permitted, Purchase Orders and payments shall be made to Contractor.

5.26 Taxes: The Participating Entity 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 Participating Entity, 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 Participating Entity may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials. Purchasing Entities other than State agencies may or may not be subject federal tax and Wisconsin state and local taxes. It is the responsibility of the Purchasing Entity to provide the Contractor with the appropriate tax exemption information.

5.27 Pricing and Discount: In addition to the Master Agreement section VI (Pricing, Payment & Leasing), subsection 6.1 (Pricing), the State qualifies for governmental discounts, if available; and its educational institutions also qualify for educational discounts, if available. The Contractor may offer, within written quotes, a greater discount than the approved minimum State discount for volume purchases or for competitive reasons.

(a) Purchasing Entities will be allowed to negotiate any of the purchase options available in the Master Agreement for lower pricing or higher discounts.
(b) Purchasing Entity may negotiate a lower rate for volume placements.

5.28 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 Participating Addendum, the Participating Entity 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 (30) days, from Contractor's receipt of such notice may, at the State's option, be the basis for terminating the Participating Addendum for the State's convenience per the terms of this Participating Addendum or other rights and remedies available by law.

5.29 Right of Offset: Upon written notice, the State may offset against contractual payments due to the Contractor in an amount necessary to satisfy a certified or verifiable delinquent payment owed by the Contractor to the State 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 Participating Addendum if a delinquency is not satisfied by the offset or other means during the term of this Participating Addendum.

5.30 Contractor Compliance and Responsibility for Actions: The Contractor shall at all times comply with and observe all applicable Federal and State and local laws that are in effect during the term of this Participating Addendum that govern Contractor's business and operations. The Contractor shall be solely responsible for its actions and those of its agents, employees, or Subcontractors under this Participating Addendum, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the State. The State shall be responsible for compliance with laws applicable to the State and its operations.

5.31 Renegotiation of Agreement: The terms of this Participating Addendum will not be amended in any manner whatsoever without prior written agreement of the Participating Entity and Contractor. Any changes to this Participating Addendum will be issued as an amendment.

5.32 Term and Termination:

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

(a) The Participating Entity reserves the right to cancel this Participating Addendum if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax and does not cure such failure within thirty (30) days of receipt of notice.
(b) The Participating Entity also reserves the right to cancel this Participating Addendum with any federally debarred contractor or a contractor that is presently

identified on the list of parties excluded from federal procurement and non-procurement contracts.

(c) The Participating Addendum may be canceled by the Participating Entity at any time, with or without cause in accordance with Paragraph 5.32.3 of this Participating Addendum.

(d) The Participating Entity reserves the right to cancel in whole or in part without penalty due to nonappropriation of funds.

(e) In the event the Contractor is in default following the expiration of a thirty (30) day cure period, the Participating Addendum is subject to cancellation in accordance with Paragraph 5.32.2 of this Participating Addendum to the extent allowable by applicable law.

(f) In the event of a cancellation of this Participating Addendum, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or Services satisfactorily performed and accepted.

(g) The Purchasing Entity may terminate a specific Order issued under this Participating Addendum if the Contractor is unable to render the Services or provide the Products required in a timely manner in accordance with the terms of the Order, in order to meet the business needs of the Purchasing Entity, which inability shall remain uncured following thirty (30) days written notice to the non-performing party.

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

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

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

(b) Upon termination under this section, all Deliverables prepared by the Contractor under a Contractor Services and Order and paid for by the State that are intended to be the property of the State under the terms of this Participating Addendum 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 Order based on the Cloud Hosting Provider's Trade Rules and Practices.

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

5.32.3 Termination for Convenience: The State reserves the right to terminate the Participating Addendum 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 Orders entered into prior to such termination shall not be affected by termination of this Participating Addendum under this section and shall survive for the term of the Order unless the Order is separately terminated according to this Participating Addendum and the applicable Order. For any Orders that are terminated by the State according to this Participating Addendum or the applicable Order, 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 Participating Addendum at any time, without cause, in whole or in part by providing a written notice to the State at least sixty (60) 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 Orders entered into prior to such termination shall not be affected by termination of this Participating Addendum under this section and shall survive for the term of the Order unless the Order is separately terminated according to this Agreement and the applicable Order.

In the event either party exercises its right to terminate this Participating Addendum for Convenience pursuant to this Section of the Participating Addendum, 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 Order, or, if silent, the Master Agreement. The State shall be entitled to receive all Deliverables in progress or completed under the terminated Order 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 Participating Addendum, except as may be in accordance with the terms of a terminated or cancelled Order.

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

(a) No Termination or Suspension of Services: Subject to Section 5.20 (d), if any problem or dispute arises between the parties, in no event nor for any reason and unless and until authorized by a court of competent jurisdiction, shall Contractor interrupt the performance of the Services or any other obligation hereunder, disable any equipment used in the Services, or perform any other action that prevents, slows down, or reduces in any way the performance of the Services or the Purchasing Entity's ability to conduct its business; provided that Purchasing Entity is making payment for all Products and Services not subject to a good faith dispute during the period of any such dispute. The State shall be allowed to remedy prior to termination if subject to Section 5.20 (d).

5.34 No Quantity Guarantees: This Participating Addendum is non-exclusive. The State may obtain related goods or services from other sources during the term of this Participating Addendum in its sole discretion and at its sole option. Subject to the foregoing, the State makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Products or Services shall be procured through this Participating Addendum.

5.35 Risk of Loss or Damage: The Participating State, except for loss or damage due to fire, theft, or the negligence of the Participating State, shall be relieved of all risks of loss or damage to the Products during periods of transportation to the Participating State (or its designee) and installation (if installation is provided by the Contractor). Risk of loss or damage and title for hardware products will pass upon delivery to Purchasing Entity. Where permitted by law, Contractor retains a security interest in products sold until full payment is received.

5.36 Nondiscrimination/Affirmative Action: In connection with the performance of work under this Participating Addendum, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities.

(a) Contracts estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Participating Addendum is awarded, the Contractor must submit the plan to the Participating Entity for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the Participating Entity.

(b) The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, nondiscrimination notices required by applicable law.

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

i. Termination of this Participating Addendum;

ii. Designation of the Contractor as "ineligible" for future consideration as a responsible, qualified bidder or proposer for State contracts, or

iii. Withholding of a payment due under the Participating Addendum until the Contractor is in compliance.

5.37 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 it's 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.

5.38 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 Order.

5.39 Reserved.

5.40 Non-Exclusive: 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 Participating Addendum 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.

5.41 Insurance Responsibility: The Contractor shall maintain the following insurance coverage:

(a) 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 Participating Addendum;
(b) Commercial liability, bodily injury and property damage insurance against claim(s) that may occur in carrying out the Contractor Services pursuant to this Participating Addendum, 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
(c) Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the Contractor Services pursuant to this Participating Addendum, with a minimum coverage of one million dollars ($1,000,000) per occurrence combined single limit for automobile liability and property damage.
(d) Certificate of Insurance, showing up-to-date coverage, shall be provided to the State 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 Orders unless otherwise agreed in writing and Contractor may terminate this Participating Addendum (but not existing Orders) for its convenience (upon the 60 days' notice as required in 5.32.3) if it does not agree to comply with the higher limits.

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

The Contractor shall establish and maintain adequate records to the extent and in such detail as shall adequately reflect performance and administration of payments and fees Contractor of all documentation developed or compiled by it for the State and expenditures incurred by it and charges paid or payable by the State under this Participating Addendum. All such records shall be kept in accordance with Generally Accepted Accounting Procedures (GAAP) in accordance with federal, and State laws applicable to Contractor. The Contractor, following final payment, shall retain all its records produced or collected under this Participating Addendum for six (6) years.

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

5.43 Limitation of Liability: Contractor's liability to the State under this Participating Addendum is limited to the greater of $1,000,000 or the amount payable by the State to Contractor for the relevant Order (per occurrence). Neither the State nor Contractor will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Participating Addendum; nor any liability which may not be excluded or limited by applicable law.

5.44 Promotional Advertising and News Releases: Reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Participating Addendum shall not be made by Contractor without prior written approval of the State.

5.45 Anti-Trust Assignment: By entering into this Participating Addendum, 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 the Products or Services purchased or acquired by the State from the Contractor under this Participating Addendum.

5.46 Assignment of Agreement: The Contractor shall provide prior written notice to the State before assigning the rights and obligations of this Participating Addendum to another party. The State may not unreasonably withhold approval of any such assignment . The terms and conditions of this Participating Addendum 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.

5.47 Software; Software License Agreement: Software must be offered to aid in the aspects of devices as appropriate, throughout the term of the agreement. The software included in the Participating Addendum shall not be utilized as a standalone imaging solution but as a means to enhance the capabilities of the devices.

5.48 Intellectual Property Rights: No transfer of ownership of any intellectual property will occur under this Agreement. Participating Entity grants Contractor a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Contractor and its designees to perform the ordered services. If deliverables are created by Contractor specifically for Customer and identified as such in Supporting

Material, Contractor hereby grants Participating Entity a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.

5.49 Miscellaneous Terms:

(a) Disclosure of Independence and Relationship: 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 Participating Addendum, and if this Participating Addendum involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this Participating Addendum is voidable by the State unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the Participating Addendum. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

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

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

(b) Dual Employment: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than $12,000 as compensation for the individual’s services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

(c) Employment: The Contractor will not engage the services of any person or persons it knows is now employed by the State of Wisconsin, including any department, commission or board thereof, to provide Contractor Services relating to this Participating Addendum without the written consent of the employing agency of such person or persons and of the Participating Entity.

(d) 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.

(e) Independent Capacity of Contractor: The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this Participating Addendum shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. The Contractor agrees to take such steps as may be necessary to ensure that each Subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.

(f) Foreign Corporation: Pursuant to s. 180.1501, Wis. Stats., and Chapter 180, Wis. Stats., generally regarding foreign corporations, a foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Participating Addendum is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

(g) Wisconsin Executive Order 1: Pursuant to 2019 Wisconsin Executive Order 1, Contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

(h) State of Israel: Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued $100,000 or over.

(i) Services performed in United States: Pursuant to s. 16.705(1r), Wis. Stats., services must be performed within the United States.

(j) Orders to Support High-Risk IT Projects: Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the Purchasing Entity, to the Department of Administration for approval any changes to an Order that would change the scope of the original Order and have the effect of increasing the Order price. The Department of Administration shall be authorized to review the Order to determine whether the work proposed is within the scope of the original Order and is necessary. The Department of Administration may assist the Purchasing Entity in negotiations regarding any change to the original Order price.

6. Reserved.

7. Authorized Dealers: All Contractors and resellers authorized in the State of Wisconsin, are listed in Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and are approved to accept orders and provide sales, service support, and invoicing 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 Master Agreement.

8. Orders: Any order placed by a 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 agree in writing that another contract or agreement applies to such order.

   Orders can be made out to (a) Contractor or (b) Authorized Dealers as approved by the Contractor and the Participating Entity. To the extent the Purchasing Entity and the Contractor agree on additional terms, the terms will be documented on the Purchasing Entity Order and signed by both parties.

   All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract #187822 & State Contract #505ENT-M25-MFDCOPIER-05" (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Itemized list of accessories (5) Service program and rates (6) Attached SOW Template if applicable.

9. Product Invoicing: Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate invoicing shall result in a credit on the following month's invoice in accordance with Exhibit A. Contractor may suspend or cancel performance of open Orders or Services for a specific Order if Purchasing Entity fails to pay any undisputed invoice for that specific Order in accordance with section 5.25 (Payment Terms and Invoicing).

10. Software: To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software." The software included in the Participating Addendum shall not be utilized as a standalone imaging solution but as a means to enhance the capabilities of the devices. The software license agreement and/or end user license agreement (EULA) terms for each piece of equipment available under this Participating Addendum were not reviewed at the time of the Participating Addendum signing. The Purchasing Entity is solely responsible for negotiating terms and entering into a software license agreement and/or EULA with the applicable Software Supplier. Unless otherwise negotiated between parties, Purchasing Entities that acquire software shall be subject to the applicable license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order.

    Notwithstanding the foregoing, in the event of a conflict in language between a software license agreement and/or EULA and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a software license agreement and/or EULA which violates the State's constitution or a statute; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.

    Purchasing Entities must follow their internal business process for any software purchase under this Participating Addendum, such as but not limited to a cloud brokerage review and large, high-risk IT project review. It is the Purchasing Entities' responsibility to determine which business processes apply.

11. Maintenance Service Agreements: Purchasing Entities are subject Contractor's "Maintenance Service Agreements," provided in **Attachment 3** and **Attachment 6**, or as otherwise negotiated by the Purchasing Entity.

    The Maintenance Agreement shall be priced based on a cost per click rate or a monthly base charge. Purchasing Entity shall not be required to sign a Leasing Agreement for each

Order. The Purchase Order, Master Agreement and Participating Addendum terms and conditions shall govern all transactions.

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, State Bureau of Procurement	Contractor: HP Inc.
Signature: DocuSigned by: Cheryl Edgington E70A1AADB106453...	Signature: Fernanda Cazares
Name: Cheryl Edgington	Name: Fernanda Cazares
Title: Bureau Director	Title: Contracts Specialist
Date: 12/20/2024 | 8:27 AM CST	Date: 12/17/2024

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

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@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- Service Level Agreement

NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions
HP Inc. Master Agreement No. 187822
State of Wisconsin Participating Addendum No. 505ENT-M25-MFDCOPIER-05

1 PURCHASING ENTITY LEVEL SLA

1.1 Purpose

The Service Level Agreement defines service levels; credits or other payments for the deficient performance of the service levels; as well as provides the Purchasing Entity with a defined replacement process for equipment performing below expectations.

1.2 Purchasing Entity Service Level Agreement

Contractor agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average Uptime	96% or Better
Average On-Site Response Time	4 Hours or Less
First Time Fix	80% of all service calls or better

These service levels will be measured on a quarterly basis between Contractor and the Purchasing Entity.

Contractors are to maintain a service log for each machine serviced describing maintenance and repair services provided. A no-cost copy of service logs/reports must be provided to the Purchasing Entity and/or the Contract Administrator within five (5) working days of request.

1.3 Calculation of Service Level Points

Once per quarter, Contractor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart for each Purchasing Entity. These points will be added to produce a total Service Level score for the Purchasing Entity. This point schedule provided will be used to determine if a credit will be applied. The credit can be up to 4% of the previous quarter's service and supplies billing (expressed as a percentage). Exhibit A defines the Normal Business Day and State Observed Holidays.

1.3.1 Downtime calculation

1.3.1.1 Calculation for operations open during the Normal Business Day

A calendar month consists of all Normal Business Days during that month Monday through Friday, with the exception of State Observed Holidays.

The total number of machine downtime Normal Business Days in the month shall be calculated as the number of Normal Business Days the machine was down (unable to perform one (1) or more of its specified functions from the time the Purchasing Entity places a call to the time when the machine is running as intended with all features and making usable copies) during the monthly period. The Normal Business Days are counted as whole numbers, starting on the first full business day or with a day that has more than five (5) business hours remaining. A partial day does not count within the Normal Business Day when it is five (5) business hours or less.

Downtime is calculated from the time the Purchasing Entity places the call, receives a service confirmation ticket number, and ends when the machine is up and running, and is based on the machine being inoperative, the copies/pages made are unusable, or a major feature is not usable (i.e. document feeder, auto duplexing, finisher). The downtime is the period of time a piece of equipment is waiting for service to be completed and operational. The State and/or Purchasing Entity is the sole judge of what is considered downtime.

1.3.1.2 Calculation for operations open 7 days a week, 24 hours per day, 365 days per year.

A calendar day, for purposes of operation hours and calculation in this section, is measured from 12:00am to 11:59pm Central Time.

A calendar month consists of all calendar days during that month and includes State Observed Holidays.

The total number of machine downtime, measured in calendar days in the calendar month, shall be calculated as the number of calendar days, excluding State Observed Holidays, the machine was down (unable to perform one or more of its specified functions from the time the Purchasing Entity places a call to the time when the machine is running as intended with all features and making usable copies) during the monthly period. The calendar days are counted as whole numbers, even if the calendar day was partially down.

Downtime is calculated from the time the Purchasing Entity places the call, and ends when the machine is up and running, and is based on the machine being inoperative, the copies/pages made are unusable, or a major feature is not usable (i.e. document feeder, auto duplexing, finisher). The downtime is the period of time a piece of equipment is waiting for service to be completed and operational.

1.3.2 Average Uptime Percent Calculation

1.3.2.1 Calculation for operations open during the Normal Business Day

A calendar month consists of all Normal Business Days during that month Monday through Friday, with the exception of State Observed Holidays.

Step 1: The monthly calculation is as follows:
Average Uptime Percent =
[(total monthly Normal Business Days)
minus
(total number of machine downtime Normal Business Days)
divided by
(total monthly Normal Business Days available)]
multiplied by
100.

Step 2: To report quarterly, each monthly Average Uptime Percent is added together for 3 sequential calendar months and divided by 3.

1.3.2.2 Calculation for operations open 7 days a week, 24 hours per day, 365 days per year.

A calendar day, for purposes of operation hours and calculation in this section, is measured from 12:00am to 11:59pm Central Time.

A calendar month consists of all calendar days during that month and includes State Observed Holidays.

Step 1: The monthly calculation is as follows:
Average Uptime Percent =
[(total calendar days in a calendar month including State Observed Holidays)
minus
(total number of machine downtime calendar days including State Observed Holidays)
divided by
(total monthly calendar days available including State Observed Holidays)]
multiplied by
100.

Step 2: To report quarterly, each monthly Average Uptime Percent is added together for 3 sequential calendar months and divided by 3.

1.3.2.3 Calculation for an operation with both operation types noted in 1.3.2.1 and 1.3.2.2

Step 1: The Purchasing Entity and Contractor must agree prior to calculation the percentage of operations reflecting operations open during the business day and the percentage of operations reflecting equipment with operations open 7 days a week, 24 hours per day, 365 days per year. The total percent for all operations shall be 100%

Step 2:
The calculated total in 1.3.2.1 is multiplied by the Purchasing Entity and Contractor agreed upon percentage of operations reflecting operations open during the business day.

The calculated total in 1.3.2.2 is multiplied by the Purchasing Entity and Contractor agreed upon percentage of operations reflecting operations open 7 days a week, 24 hours per day, 365 days per year.

Each calculated total for each operation will be totaled to determine the average uptime percent for a quarter.

1.3.3 Average On-Site Response Time Calculation

The Purchasing Entity shall receive a call back within one (1) hour of placing a service call. The On-Site Response Time starts from the time the original service call into the Contractor is received from the Purchasing Entity and the time the Contractor arrives on-site prepared to make any repairs, part installations, equipment modifications and equipment configuration changes.

1.3.4 First Time Fix Percent Calculation

The First Time Fix is defined as the measurement of a successful service and technical support call is defined by the dealer's or manufacturer's ability to remedy the underlying issue on the first service call. This measurement shall be that no other service calls are placed for the same issue within a 90 day period of time.

1.3.4.1 Calculation for operations open during the Normal Business Day

A calendar month consists of all Normal Business Days during that month Monday through Friday, with the exception of State Observed Holidays.
Step 1: The monthly calculation is as follows:
First Time Fix =
[(total monthly Normal Business Days)
minus
(total number of machine downtime Normal Business Days for First Time Fix excluding weekends and State Observed Holidays)
divided by
(total available monthly Normal Business Days for First Time Fix excluding weekends and State Observed Holidays)]
multiplied by
100.

Step 2: To report quarterly, each monthly First Time Fix Percent is added together for 3 sequential calendar months and divided by 3.

1.3.4.2 Calculation for operations open 7 days a week, 24 hours per day, 365 days per year.

A calendar day, for purposes of operation hours and calculation in this section, is measured from 12:00am to 11:59pm Central Time.

A calendar month consists of all calendar days during that month and includes State Observed Holidays.

Step 1: The monthly calculation is as follows:
First Time Fix =
[(total monthly calendar days) minus (total number of machine downtime calendar days for First Time Fix including State Observed Holidays)
divided by
(total available monthly calendar days for First Time Fix including State Observed Holidays)]
multiplied by
100.

Step 2: To report quarterly, each monthly First Time Fix Percent is added together for 3 sequential calendar months and divided by 3.

1.3.4.3 Calculation for an operation with both operation types noted in 1.3.4.1 and 1.3.4.2

Step 1: The Purchasing Entity and Contractor must agree prior to calculation the percentage of operations reflecting operations open during the business day and the percentage of operations reflecting equipment with operations open 7 days a week, 24 hours per day, 365 days per year. The total percent for all operations shall be 100%

Step 2: The calculated total in 1.3.4.1 is multiplied by the Purchasing Entity and Contractor agreed upon percentage of operations reflecting operations open during the business day.

The calculated total in 1.3.4.2 is multiplied by the Purchasing Entity and Contractor agreed upon percentage of operations reflecting operations open 7 days a week, 24 hours per day, 365 days per year.

Each calculated total for each operation will be totaled to determine the First Time Fix percent for a quarter.

1.3.5 Service Level Points

	Target Level	**Below Target 1**	**Below Target 2**	**Below Target 3**	**Below Target 4**
Average Uptime	96% or Higher	95.9% to 95.5%	95.4% to 95%	94.9% to 94%	93.9% or lower
Possible Points	4	3	2	2	0
	Target Level	**Below Target 1**	**Below Target 2**	**Below Target 3**	**Below Target 4**
Average Onsite Response Time (in Hours)	4 or Less	4.1 to 5	5.1 to 6	6.1 to 7	7.1 or more
Possible Points	4	3	2	2	0
	Target Level	**Below Target 1**	**Below Target 2**	**Below Target 3**	**Below Target 4**
First Time Fix	80% or Higher	79.9% to 70%	69.9% to 60%	59.9% to 50%	Less than 50%
Possible Points	4	3	2	2	0

1.4 Credit Level

	Target Level	**Below Target 1**	**Below Target 2**	**Below Target 3**	**Below Target 4**
Total Score in Total Points for Average Uptime, Average Onsite Response Time and First Time Fix.	12-10	9-7	6-4	3-1	0
Credit as a percentage of quarterly	0%	2.5%	3.0%	3.5%	4.0%

service and supplies billings					

The points are calculated per Section 1.3 and totaled together for the billing period.

As calculated on a quarterly basis, the credit shall be applied to the Purchasing Entity as a credit on the following period's service and supplies invoice.
Example(s):

(a) If a machine is below target 4, then an invoice credit will be applied at a value of 4% of the monthly invoice service and supplies billing for the Purchasing Entity.
(b) If a machine is at the target level, then no credit is required for the billing.

1.5 Equipment Performance

Contractor guarantees each machine specified within any maintenance agreement will perform to either a) the monthly copies between service calls as measured by machine on a quarterly basis by group and segment listed below and/or b) the monthly uptime as measured by machine on a quarterly basis by segment listed below.

Group	Devices	Segments	Quarterly Uptime
A	MFD, A3 Up to 90 CPM	All	96%
B	MFD, A4 61 CPM+	All	96%
C	Production Equipment 131 CPM +	All	96%
D	Single-function Printers 61 CPM+	All	96%
E	Large/Wide Format Equipment	All	96%
F	Scanners 131 CPM+	All	96%

If any unit fails to maintain this level of performance between calls and or the monthly uptime, excluding service calls caused by operator error that system will be subject to replacement at the Purchasing Entity's discretion on a like-for-like basis with then current technology. Prior to installing a substitute product, Contractor will be allowed sixty (60) days to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by a Maintenance Contract. This replacement policy will remain in effect for the term of the contract and is subject to the Purchasing Entity remaining current with supplier's payment requirements. The 96% uptime requirement shall not apply to Kodak units whose uptime depends, in large part, on the operator's efficiency in replacing operator replaceable components.

1.6 Additional Contractor Guarantees

1.6.1 Training

On-going training as requested by the Purchasing Entity to be performed within ten (10) business days of requested date for on-site training and two (2) hours for phone/technical support. If the Purchasing Entity agrees upon online training in lieu of onsite training, such agreement shall be noted in writing. An invoice credit of $50 per incident that does not meet the turnaround time specified above to be credited to the Purchasing Entity on the next service bill.

1.6.2 Loaner Unit/Backup Production

If any unit is inoperable for a period in excess of 72 hours, Contractor shall provide the Purchasing Entity with either:

(a) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or

(b) Provide the Purchasing Entity with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Contractor. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.

1.6.3 Invoicing

With respect to billing and invoicing, Contractor shall maintain timely, accurate invoicing, less service run impressions, as defined below. If upon a 30-day cure period the Contractor does not correct the issue, failure on the Contractor’s part to maintain these levels as defined shall result in a service invoice credit of $50.00 per billing cycle per machine with incorrect invoice issues. The charge will show as a credit on the following service invoice or as mutually agreed upon between the Contractor and Purchasing Entity.

Measurable	Service Level
Timely Invoicing	Invoices will be submitted no later than the 25th of the month immediately following the close of a billing period.
Accurate Invoicing	Invoices do not require any credits for miss-billing, including Contractor inaccurate information based on what the Purchasing Entity has provided in writing prior to the invoicing.
Service Impressions	Contractor will credit all service run impressions within the same billing cycle.

2 REPORTING AND BILLING

2.1 Timely Reporting

Contractor shall produce reporting for the State per the schedule below from the closing of the reporting period. Failure to do so will result in an invoice credit of $5.00 per work day beyond the due date.

Period End	Report Received By or Before
June 30	July 31
September 30	October 31
December 31	January 31

March 31	April 30

2.2 Accuracy of Reporting

The State may request at any point proof of the reporting accuracy through the data set supporting the reporting. If the State has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State's satisfaction; the State may require an audit by a third party. If errors are found, the Contractor must reimburse the State for the cost of the auditor.

2.3 Accuracy of Billing

The State may request at any point proof of the billing accuracy through the data set supporting the billing. If the State has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State's satisfaction; the State may require an audit by a third party at the cost of the Contractor. If errors are found, the Contractor must reimburse the State for the cost of the auditor as well as correcting any billing errors.

2.4 Credits or Other Payments

All credits or other payments under this, section two (2) of the Service Level Agreement, shall be payable to the State. If only the Purchasing Entity is impacted by the issue requiring credit, the payment shall be payable to the Purchasing Entity.

Exhibit B

State of Wisconsin Quarterly Sales Report

NASPO ValuePoint Cooperative Contract: Multi-Function Devices and Related Software, Services, and Cloud Solutions

Contractor:
Contract #:
Quarter:

Vendor Name	State	Customer Type	Bill to Name	Bill to Address	Bill to City	Bill to Zipcode	Order Number	Customer PO Number	Customer Number	Order Type	PO Date	Ship Date	Invoice Date	Invoice Number	Product Number	Product Description	List Price/MSRP	NASPO ValuePoint Price	Quantity	Total Price	VAR/Reseller /Distributor NAME