

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-23-70-49-24
AMENDMENT 2

PUBLIC SAFETY COMMUNICATIONS, PRODUCTS, SERVICES, AND SOLUTIONS
Washington NASPO ValuePoint Master Agreement Number 00318
Tait North America, Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-23-70-49-24 as follows:

- 1) **Section 22. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby deleted and replaced with the following:

22. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)

DEFINITIONS:

For purposes of this Section, the following terms shall be given the meaning shown below. Capitalized terms used below and not defined in this Section shall have the meaning set forth in Section 1 (Definitions) or in the text of the IT General Provisions (rev. 06/21/2022).

Artificial Intelligence (AI): an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments (Gov Code §§ 11549.64 & 11546.45.5).

GenAI Training Data: any content, information, or data that is used to train, tune, test, or validate a GenAI, including text, images, video, audio, code, or similar types of input.

Generated Data: any output, results, content, or other data that is produced by GenAI, including but not limited to text, images, video, audio, code, or similar types of output.

Generative AI (GenAI): an AI system that can generate derived synthetic content, including text, images, video, and audio, that emulates the structure and characteristics of the system's GenAI Training Data (Gov Code §11549.64).

Hallucination: Generated Data that is nonsensical, false, or misleading, and is not based on real or existing data, but is instead produced by bias or the GenAI's extrapolation or creative interpretation of its Gen AI Training Data.

Materially Impacts: shall have the same meaning set forth in State Administrative Manual (SAM) 4986.2.

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Prompt: any written, spoken, or rendered information provided as a query, command, or other form of input, to any GenAI in connection with this Contract. For avoidance of doubt, Prompt includes any input automatically detected or created by the GenAI, as well as any derivative works of a Prompt or collection of Prompts.

GENAI DISCLOSURE OBLIGATIONS:

Disclosure Obligations:

- a) Contractor must immediately notify the State in writing if it: (1) intends to provide GenAI as a Deliverable to the State; or (2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any Deliverable that materially impacts: (i) functionality of the System, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the same meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- b) Such notification shall be provided to the State designee identified in this Contract.
- c) At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- d) If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

Failure to Disclose or Discontinue GenAI Use: The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract, for default pursuant to Section 23 (Termination for Default) of the IT General Provisions (rev. 06/21/2022).

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA

Department of General Services

Agency Name

Julie Matthews

Digitally signed by Julie
Matthews
Date: 2025.06.17 14:48:38
-07'00'

6/17/2025

Authorized Signature Date Signed

Julie Matthews, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address

CONTRACTOR

Tait North America

Contractor Name

Signed by:
Kevin W. Sumrell

April 29, 2025

Authorized Signature Date Signed

Kevin W. Sumrell / President

Printed Name/Title of Person Signing

1315 W Sam Houston Parkway
N Suite 140
Houston, TX 77043

Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-23-70-49-24
AMENDMENT 1

PUBLIC SAFETY COMMUNICATIONS, PRODUCTS, SERVICES, AND SOLUTIONS
Washington NASPO ValuePoint Master Agreement Number 00318
Tait North America (Contractor)

The parties mutually agree to amend Participating Addendum 7-23-70-49-24 as follows:

- 1) **Section 21. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

21. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

- 2) **Section 22. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby added to read as follows:

22. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Upon request by an ordering agency, Contractor must complete a GenAI Reporting and Fact Sheet (STD 1000) to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately

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complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

If Contractor identifies GenAI in their solution, a copy of the STD 1000 must be submitted to the DGS State Contract Administrator.

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All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA

Department of General Services
Agency Name
Julie Matthews Digitally signed by Julie Matthews
Date: 2024.09.10 11:04:36 -07'00' 9/10/2024
Authorized Signature Date Signed
Julie Matthews, MAU2 Supervisor
Printed Name/Title of Person Signing
707 Third Street
West Sacramento, CA 95605
Address

CONTRACTOR

Tait North America
Contractor Name
Signed by: Kevin W. Sumrell August 23, 2024
B3B5DABE27884EE
Authorized Signature Date Signed
Kevin W. Sumrell President, Tait Americas
Printed Name/Title of Person Signing
1315 W Sam Houston Parkway N
Suite 140
Houston, Texas 77043
Address