

**Participating Addendum Number PO-10700-00041313
for
PUBLIC SAFETY VIDEO SYSTEMS (2023-2028)**

**between
The Department of Administrative Services, Enterprise Goods and Services,
State Procurement Services (“DAS SPS”)
and
MOTOROLA SOLUTIONS, INC.**

For the following categories:

**Category 1 – Body Worn Video Cameras and Recording devices
Category 2 – Vehicle Mounted Video and Recording Devices
Category 3 – Automated License Plate Readers and Recording Devices
Category 4 – Interview / Interrogation Room Video and Recording
Category 5 – Video Storage, Data Security, Software and Peripherals**

This Participating Addendum is entered into by DAS SPS (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number OK-MA-145-21-200, executed by Contractor and the State of Oklahoma (“Lead State”) for Public Safety Video Systems (2023-2028) (“Master Agreement”):

Motorola Solutions, Inc. (“Contractor”)
500 W. Monroe St
Chicago, IL 60661

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this
Participating Addendum is:

Hannah Karr
Hannah.karr@motorolasolutions.com
(925) 848-1676

Participating Entity’s contact for this
Participating Addendum is:

Melissa Esser
State Procurement Analyst
Melissa.j.esser@das.oregon.gov
971-283-4439

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein. In accordance with the Master Agreement’s Attachment A Section III 3.3., Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state authorized to use statewide contracts in the State of Oregon (“Purchasing Entities”). Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by and construed in accordance with Participating Entity’s laws.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

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

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum.

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

VI. ORDERS. Purchasing Entities may place orders under this Participating Addendum as set forth in Attachment A.

VII. THRESHOLD. State Agency Purchasing Entities may enter into Contracts under this Addendum for any dollar amount without further delegation of procurement authority from DAS SPS. Notwithstanding the foregoing DAS SPS delegation, State Purchasing Entities must obtain all other necessary approvals, including but not limited to legal sufficiency approval as required.

VIII. VOLUME SALES REPORTS (VSRs) / VENDOR COLLECTED ADMINISTRATIVE FEE (VCAF). Contractor shall submit VSRs and VCAFs in the amount of 2.0% of Contractor's gross total sales, less any credits or refunds, in accordance with the procedure outlined in the following webpage:
<https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>

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

X. INFORMATION TECHNOLOGY STANDARDS. In addition to the confidentiality provisions in the Master Agreement, all purchases of Products and Services under this Addendum are subject to the provisions of Attachment E, State of Oregon Information Security Requirements, to the extent those provisions are directly applicable to Contract under applicable law.

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

- a.** Attachment A: Oregon Specific Terms and Conditions
- b.** Attachment B: Insurance
- c.** Attachment C: Contractor Data
- d.** Attachment D: Purchase Order
- e.** Attachment E: State of Oregon Information Security Requirements

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

For Contractor:

For Participating Entity:

Hannah Karr
Hannah.karr@motorolasolutions.com
925-848-1676

Melissa Esser
State Procurement Analyst
melissa.j.esser@das.oregon.gov
971-283-4439

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

SIGNATURE

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

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

CONTRACTOR: Motorola Solutions, Inc.

**PARTICIPATING ENTITY: The Department of
Administrative Services, Enterprise Goods and
Services, State Procurement Services**



Signature

Scott Lees

Printed Name

Regional Vice President

Title

6/16/2025

Date

Brent Lutz

Signature

Brent Lutz

Printed Name

Procurement Services Manager

Title

6/23/25

Date

Digitally signed by Brent Lutz
Date: 2025.06.23 14:50:42 -07'00'
Adobe Acrobat version: 2025.001.20474

Enterprise Information Services (EIS) Review:

Cyber Security Services (CSS) Review: Paul Lavigne, via email dated April 2, 2025.

LEGAL APPROVAL: Pursuant to ORS 291.047, this Addendum was reviewed and approved by Oregon Department of Justice Sr. Assistant Attorney General, Karen Johnson via email dated April 24, 2025.

Attachment A

Oregon Specific Terms and Conditions

Applicability. This Addendum pertains to the Public Safety / Law Enforcement Video Products and Services ("Products and Services"), including related intellectual property (such as documentation) to be provided by Contractor to Purchasing Entities under Contracts entered into under this Addendum.

1. Definitions.

The following terms have the meanings set forth below. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits. A Contract entered into between Purchasing Entity and Contractor may also include additional defined terms.

"Contract" means the fully executed written agreement formed between Contractor and a Purchasing Entity with authority to enter into an agreement under this Addendum, including a Purchase Order, the terms and conditions of this Addendum, terms required by the Master Agreement, additional terms required by the Purchasing Entity, and all its exhibits and attachments.

"DAS SPS" means the State of Oregon acting by and through the Department of Administrative Services, Enterprise Goods and Services, State Procurement Services.

"ORCPP" means the "Oregon Cooperative Purchasing Program". State agencies with their own procurement authority, institutions of higher institution, political subdivisions and other entities may become members of the ORCPP and then are authorized to use statewide contracts in the State of Oregon.

"Master Agreement" means the Master Agreement #OK-MA-145-21-500 between Contractor and the State of Oklahoma, on behalf of the member states of the National Association of State Procurement Officials NASPO ValuePoint Purchasing Group, and its attachments, as may be amended from time to time. The Master Agreement together with this Addendum sets forth terms, conditions and requirements for purchase by Purchasing Entities of the Products and Services described in the Master Agreement.

"Purchasing Entity" means an executive department agency of the State of Oregon with authority, or with advance written authorization from a State Agency with authority, that enters into a Contract with Contractor, or an ORCPP member that enters into a Contract with Contractor.

"Purchase Order" means a purchase document submitted to Contractor by a Purchasing Entity that is part of the Contract and specifies the quantity and type of Products and/or Services that Contractor will provide to the Purchasing Entity under the Contract.

"State" for the purposes of this Addendum, means the State of Oregon.

2. Purchase Orders.

2.1 Form of Purchase Orders. Purchasing Entities may use their own forms for Purchase Orders. State Agencies may use the Purchase Order, substantially in the form attached to this Addendum as Attachment D. To the extent the terms of any form differ from the terms of the Master Agreement and this Addendum, the terms of the Master Agreement and this Addendum supersede such contrary terms. Each Purchase Order must contain, on the front page, the following language:

THIS PURCHASE IS PLACED AGAINST THE STATE OF OKLAHOMA MASTER AGREEMENT NO. OK-MA-125-21-500 AND STATE OF OREGON PARTICIPATING ADDENDUM NO. PO-10700-00041313.THE TERMS AND CONDITIONS

OF THE MASTER AGREEMENT AND THE ASSOCIATED PARTICIPATING ADDENDUM APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

- 2.2 No Third-Party Beneficiaries.** DAS SPS and Contractor are the only parties to this Addendum and are the only parties entitled to enforce its terms. Purchasing Entities are intended beneficiaries of this Addendum.

The Purchasing Entity and Contractor are the only parties to a Contract, unless the Contract specifically states otherwise, and are the only parties entitled to enforce a Contract's terms.

Contractor shall look solely to the respective contracting party for any rights and remedies Contractor may have at law or in equity arising out of the sale and purchase of Goods and/or Services and the resulting contractual relationship, if any, with each such contracting party. The State bears no liability for and expressly disclaims any liability for purchases made by State Agencies without the authority or authorization described in this Addendum, non-State Agency Purchasing Entities, or any other entity.

- 2.3 Acceptance.** Pursuant to Article IX of the Master Agreement, Purchasing Entity may inspect the Goods or Services upon delivery or performance. Purchasing Entity will send Contractor written notice of rejection of Goods or Services within ten (10) Calendar Days of Goods being delivered or Services being performed, detailing the reason(s) for the rejection. Goods or Services will be deemed accepted if Purchasing Entity fails to send Contractor written notice of rejection within ten (10) Calendar Days of delivery of the Goods or performance of the Services.

- 3. Payment Provisions.** Purchasing Entity's obligation to make payment under this Addendum, if any, and the obligation to pay late charges is subject to ORS 293.462.

4. Funds Available and Authorized/Non-Appropriation. The State of Oregon's and its agencies' payment obligations under Contracts entered into under this Addendum are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Contract entered into under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Contract from any part of Oregon state government other than Purchasing Entity. Nothing in this Addendum or any Contract is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Purchasing Entity represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Contract entered into under this Addendum. Purchasing Entity may terminate a Purchase Order if funds sufficient to pay its obligations under a Contract are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third-party funding source.

5. Indemnification.

- 5.1 General Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon, DAS SPS, Purchasing Entity and their officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, statutory penalties, and expenses for personal injury, death, or direct damage to tangible property to the extent caused by Contractor or its officers, employees, subcontractors, or agent's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, relating to the Products or Purchasing Entity's use of the Product, except to the extent the claim arises from the negligence or willful misconduct of the State of Oregon, DAS SPS, Purchasing Entity and their officers, employees or agents. Without limiting the generality of the foregoing, Contractor will have no obligation to indemnify DAS SPS, Purchasing Entity or the State of Oregon from and against any claims, suits, actions, losses,

damages, liabilities, statutory penalties, costs and expenses attributable solely to the acts or omissions of DAS SPS, Purchasing Entity or the State of Oregon, and their officers, employees or agents.

5.2 Control of Defense and Settlement. Contractor's obligation to indemnify DAS SPS and Purchasing Entity as set forth in this Addendum is conditioned upon (a) Purchasing Entity providing to Contractor prompt notification of any claim or potential claim of which Purchasing Entity becomes aware that may be the subject of a claim or potential claim (b) Contractor having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Purchasing Entity cooperating with Contractor and, if requested by Contractor, providing reasonable assistance in the defense of the Claim. Contractor shall have control of the defense and settlement of any claim that is subject to Section 5; however, neither Contractor nor any attorney engaged by Contractor may defend the claim in the name of the State of Oregon or any Purchasing Entity of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

6. Term and Termination of Addendum.

6.1 Term. Subject to DAS SPS' right to terminate this Addendum, it is the intent of the parties that this Addendum be co-terminus with the Master Agreement. In the event the Lead State extends the term of the Master Agreement, the term of this Addendum will extend to such new expiration date without further action by DAS SPS. This Addendum remains in effect until the earlier of (i) the expiration or termination of the Master Agreement, or (ii) expiration or termination of this Addendum in accordance with its terms.

6.2 DAS SPS Right to Terminate for Other Reasons. DAS SPS may terminate this Addendum, in whole or in part, immediately upon written notice to Contractor, or at such later date as DAS SPS may establish in such notice, for any reason, including the occurrence of any of the following events:

6.2.1 State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Products and/or Services to be purchased under the Addendum.

6.2.2 Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Services under this Addendum is prohibited, or the State is prohibited from paying for such Service from the planned funding source.

6.2.3 Contractor has undisclosed liquidated and delinquent debt owed to the State of Oregon or any agency, board, commission, department or division of the State.

6.3 DAS SPS' Right to Terminate for Cause. In addition to any other rights and remedies DAS SPS may have under this Addendum, DAS SPS may terminate this Addendum, in whole or in part, immediately upon written notice to Contractor of Contractor's material breach of this Addendum or under one or more Contracts.

6.4 Upon receipt of written notice of termination, Contractor will stop performance under Contracts if and as directed by State.

6.5 Termination under any provision of this Addendum does not extinguish or prejudice State's or a Purchasing Entity's right to enforce this Addendum or a Contract with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the State or a Purchasing Entity to indemnification by Contractor.

7. Term and Termination of Contracts.

- 7.1 Individual Contracts may be terminated at any time by written and signed consent of Purchasing Entity and Contractor.
- 7.2 Purchasing Entity may terminate a Contract, in whole or in part, immediately upon written notice to Contractor, or at such later date as Purchasing Entity may establish in such notice, upon the occurrence of any of the following events:
- 7.2.1 Purchasing Entity fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Products or Services to be purchased under the Contract.
 - 7.2.2 Federal or State laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Services under the Contract is prohibited, or Purchasing Entity is prohibited from paying for such Services from the planned funding source.
 - 7.2.3 Contractor has undisclosed liquidated and delinquent debt owed to the State of Oregon or any agency, board, commission, department or division of the State.
 - 7.2.4 Contractor commits any material breach of this Addendum or the Contract and has failed to cure the breach within the time set forth in the Contract or notice.
- 7.3 Upon receipt of written notice of termination, Contractor will stop performance under the Contract as directed by Purchasing Entity.
- 7.4 Termination of a Contract does not extinguish or prejudice Purchasing Entity's right to enforce the Contract with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of Purchasing Entity to indemnification by Contractor. In addition, termination of a Contract does not extinguish or prejudice Purchasing Entity's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this Addendum or a Contract. If a Contract is so terminated, Purchasing Entity will pay Contractor in accordance with the terms of the Contract (including this Addendum) for Products or Services delivered and accepted by Purchasing Entity. If the Contract is terminated for non-appropriation or any reason other than cause, Purchasing Entity will pay Contractor for the Products that have been delivered and accepted; and if Contractor has performed Services, Purchasing Entity will pay for the Services that have been accepted by Purchasing Entity prior to the termination.

8. Compliance with Applicable Law.

- 8.1 **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract, this Addendum, and the performance of the Contract(s) entered into under this Addendum. Subject to the clarifications below: Contractor expressly agrees to comply with the applicable laws, regulations and executive orders to the extent they are applicable to the performance of the Contract(s) entered between Purchasing Entity and Contractor,: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009 (ARRA); (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated. DAS SPS' and Purchasing

Entities' performance is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

- 8.2 Oregon False Claims Act.** Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Addendum or a Contract, including the procurement process relating to this Addendum, which constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Addendum, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State of Oregon under this Contract or any other provision of law.
- 8.3 Changes in Law Affecting Performance.** Each party will immediately provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Addendum or a Contract. Each party shall monitor changes in federal and state laws, ordinances, and regulations applicable to its performance hereunder, and will be deemed aware of such changes within 30 calendar days of the enactment of any such change.
- 8.4 Pay Equity.** As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Addendum and a failure to comply constitutes a breach that entitles DAS SPS or Purchasing Entity to terminate this Addendum or a Contract for cause.
- 8.5 Non-Discrimination.** Contractor certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material condition, to maintain such policy and practice in force during the term of this Addendum and each Contract.

9. Oregon Public Records Law. Contractor acknowledges that any disclosures Contractor makes to Purchasing Entity under this Addendum are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.311 – 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 - 646.475. The non-disclosure of documents or of any portion of a document submitted by Contractor to DAS SPS or Purchasing Entity may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified prior to DAS SPS' or Purchasing Entity's release of documents to entities other than participating agencies or other State Agencies. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense.

10. Recycled Products. Contractor will use, to the maximum extent economically feasible in the performance of this Addendum or any Contract, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

11. Notices. Except as otherwise provided in a Contract (including for security incident and breach notifications), any formal communications between Purchasing Entity and Contractor, or notices to be given

under a Contract will be given in writing by electronic transmission of the notice or mailing the notice, postage prepaid, to the physical or email address set forth in the Contract. Any communication so addressed and mailed will be deemed to have been received five calendar days after mailing. Any communication delivered by email will be deemed effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.

As between Contractor and State with respect to this Addendum, the Primary Contacts of Contractor and State are set forth in the Addendum.

11. Governing Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Addendum and resulting Contracts, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

12. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between the State of Oregon (including DAS SPS, Purchasing Entities who are State Agencies, OCRPP Purchasing Entities that are Oregon executive department agencies, and any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Addendum or a Contract under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or the consent to jurisdiction in State or Federal Court.

Any Claims between Contractor and a Purchasing Entity other than the State of Oregon or a State Agency that arise from or are related to individual Contracts or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Purchasing Entity resides or has its principal office, or at Purchasing Entity's option, within such other county as Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

13. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that department relative to the Addendum or any Contract. A Purchasing Entity may withhold final payment under a Contract until Contractor has provided the Oregon Department of Revenue with the required information.

14. Insurance. No later than ten days following the Effective Date, Contractor must provide insurance as set forth on Attachment B, Insurance, of this Addendum. No Contracts may be placed or accepted until proof is provided that these requirements have been met.

15. Amendments. This Addendum may only be modified in writing agreed to and executed by the parties and approved in accordance with applicable law. A Contract may only be modified in writing agreed to and executed by the parties and approved in accordance with applicable law.

Attachment B Insurance

INSURANCE REQUIREMENTS:

Contractor shall obtain at Contractor's expense the insurance specified in this Attachment B prior to performing under this Contract. Contractor shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon with an AM Best rating of no less than A: VII or Standard and Poor's rating of no less than BBB. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits of not less than \$500,000 each bodily injury by accident, \$500,000 each bodily injury by disease; \$500,000 policy limit bodily injury by disease.

If Contractor is an employer subject to any other state's Workers' Compensation law, Contractor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable Workers' Compensation laws including Employers' Liability Insurance coverage with limits of not less than \$500,000 each bodily injury by accident, \$500,000 each bodily injury by disease; \$500,000 policy limit bodily injury by disease and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

PROFESSIONAL LIABILITY:

Contractor shall provide Technology Errors & Omissions insurance in an amount of \$3,000,000 per claim and annual aggregate covering Contractor's liability arising from acts, errors or omissions in rendering or failing to render computer or information technology services, including the failure of technology products to perform the intended function as set forth under Contractor's technical documentation. This insurance must include coverage for violation of intellectual property rights (excluding patents and trade secrets) including trademark and software copyright, privacy liability, the failure of computer or network security to prevent a computer or network attack, misrepresentations, and unauthorized access or use of computer system or networks. This insurance must also include coverage for unauthorized disclosure, access or use of Purchasing Entity (or Customer) Data (which may include, but is not limited to, Personally Identifiable Information ("PII"),) in any format. Coverage must extend to independent contractors providing Services on behalf of or at the direction of Contractor.

COMMERCIAL GENERAL LIABILITY:

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence

basis in an amount of not less than \$2,000,000 per occurrence and not less than \$4,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all the primary and umbrella or excess policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability policies required under this Contract must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Contractor's goods to be delivered and Services to be performed under this Contract. Coverage for the Additional Insureds shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, DAS SPS requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's goods to be delivered and Services to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 07 04 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37 07 04.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the DAS SPS or State of Oregon by virtue of the payment of any loss on the Commercial General Liability, Automobile Liability, excess, umbrella, and Workers Compensation policies. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DAS SPS has received a Waiver of Subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims-made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of:

- (i) Contractor 's completion and DAS SPS's acceptance of all goods and Services required under this Contract, or
- (ii) DAS SPS's or Contractor's termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to DAS SPS Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Contract. The Certificate(s) of Insurance must include the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured on the Commercial General Liability and Automobile Liability. The Certificate(s) of Insurance must also include all required endorsements required by this Contract. If excess/umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance.

NOTICE OF CHANGE OR CANCELLATION:

Contractor shall provide a thirty (30) calendar days' written notice of cancellation to DAS SPS.

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by DAS SPS under this Contract and to provide updated requirements as mutually agreed upon by Contractor and DAS SPS.

Attachment C

Contractor Data

Contractor Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Contractor Name (exactly as filed with the IRS): _____

Motorola Solutions, Inc.

Street address: 500 W. Monroe Street

City, state, zip code: Chicago, IL 60661

Email address: George.Nissan@MotorolaSolutions.com

Telephone: (541) 408-0219 Fax: ()

Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)?

(Check one box): ☐ YES ☒ NO

Business Designation: (Check one box):

- | | | |
|--|--|--|
| ☐ Professional Corporation | ☐ Nonprofit Corporation | ☐ Limited Partnership |
| ☐ Limited Liability Company | ☐ Limited Liability Partnership | ☐ Sole Proprietorship |
| ☒ Corporation | ☐ Partnership | ☐ Other |

Attachment D**Purchase Order**

		STATE OF OREGON		PURCHASE ORDER (PO) NO.	
Purchasing Entity's Authorized Representative		Purchase Order Date		Requisition No.	
Contractor Name, address, phone and email			Purchasing Entity's Invoicing Address		
Contractor FEIN	Price Agreement number PO-10700-00041313		Purchasing Entity's Authorized Representative and email address		
Deliver to Address					
			Delivery Schedule or Delivery Date		
Item	Description	Quantity	U/M	Unit Price	Net Price
				Sub Total	
				Freight	
				Total	
THIS PURCHASE IS PLACED AGAINST THE STATE OF OKLAHOMA MASTER AGREEMENT NO. OK-MA-145-21-500 AND STATE OF OREGON PARTICIPATING ADDENDUM NO. PO-10700-00041313.THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE ASSOCIATED PARTICIPATING ADDENDUM APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.					
Purchasing Entity's Authorized Representative to Make Purchase				Date	

ATTACHMENT E SECURITY AND PRIVACY REQUIREMENTS

Contractor's obligations under the Participating Addendum include the requirements of this attachment.

1. DATA CLASSIFICATION AND COMPLIANCE WITH APPLICABLE LAWS.

- 1.1. Data Classification.** Contractor shall assume that Purchasing Entity Data contains information that has been classified as Level 3 Information under the State of Oregon's Information Asset Classification policy, available online at <https://www.oregon.gov/das/Policies/107-004-050.pdf>. Contractor certifies the Services provide the appropriate level of protection for Level 3 Information.
- 1.2. Compliance with Laws, Regulations, and Policies.** Contractor and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing Purchasing Entity Data and its use and disclosure, including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:
 - 1.2.1. Oregon's Statewide Information Security Standards, found online at: <https://www.oregon.gov/eis/cyber-security-services/Pages/guidance-for-state-agencies.aspx>, including security controls that meet or exceed "Moderate" security controls in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53.
 - 1.2.2. Oregon's Statewide Information Security Plan, found online at: <https://www.oregon.gov/eis/cyber-security-services/Documents/eis-css-system-security-plan.docx>.
 - 1.2.3. Statewide Cloud Computing policy: <http://www.oregon.gov/das/policies/107-004-150.pdf>
 - 1.2.4. Oregon's Information Technology Statewide Policies: www.oregon.gov/das/Pages/policies.aspx#IT.
 - 1.2.5. The Oregon Consumer Information Protection Act (OCIPA), ORS 646A.600 through 646A.628, to the extent applicable.
- 1.3. Responsible for Compliance.** Contractor is responsible for the compliance of its employees, agents, and subcontractors with this Participating Addendum and all applicable state and federal laws and regulations, and State of Oregon policies governing Purchasing Entity Data and its use and disclosure.
- 1.4. Privacy and Security Measures.** Contractor represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security, and privacy of Purchasing Entity Data. Contractor shall monitor, periodically assess, and update its physical, technical, and logical security controls and risk to ensure continued effectiveness of those controls.

2. DATA PRIVACY. In addition to Contractor's obligations under Participating Addendum Section IX regarding Confidential Information:

- 2.1. Privacy and Security Training.** Contractor shall ensure its employees, agents, and subcontractors receive periodic training on privacy and security obligations sufficient to comply with this Participating Addendum.
- 2.2. Background Checks.** Contractor has completed a criminal background check on its employees, agents, and subcontractors providing services related to this Participating Addendum and who have administrator-level access to Purchasing Entity Data. Upon reasonable written request of Purchasing Entity, Contractor shall certify in writing that such background checks have been completed, and the checks revealed no negative findings pertaining to dishonesty, fraud, or theft on employees, agents, or subcontractors providing services related to this Participating Addendum.
- 2.3. Limited Purposes.** Contractor shall limit the use or disclosure of Purchasing Entity Data to persons directly connected with the administration of this Participating Addendum, including channel partners and subcontractors or Sub-processors (as defined below) necessary for Contractor to provide its goods and services and to persons whom Purchasing Entity instructs Contractor. Contractor and its Sub-processors may process Purchasing Entity Data to perform services and provide products under

the Agreement and to analyze Customer Data to operate, maintain, manage, and improve Contractor products and services.

- 2.4. No Overseas Access, Storage, or Transmission.** Purchasing Entity Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup, without prior written authorization from Purchasing Entity.
- 2.5. Prohibition on Data Mining.** Contractor shall not capture, maintain, scan, index, share or use Purchasing Entity Data, or otherwise use any data-mining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, “non-authorized activity” means data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Participating Addendum.
- 2.6. Privacy Protections.** Contractor shall maintain protections required by applicable law or this Participating Addendum for any retained Purchasing Entity Data for so long as Contractor (including through any third party) retains Purchasing Entity Data.
- 2.7. Access.** Contractor shall not suspend Purchasing Entity’s access to Purchasing Entity Data at any time during the term of this Participating Addendum or the post-termination access period, except as necessary to prevent compromise due to a Security Incident or at the direction of Purchasing Entity.
- 2.8. Post-Termination Access.** Contractor shall, at Purchasing Entity’s discretion, either return all Purchasing Entity Data to Purchasing Entity (or delegate) upon Contract termination in an agreed-upon format, including if part of Transition Services, and otherwise ensure Purchasing Entity has access and the ability to retrieve Purchasing Entity Data for at least a ninety (90) Calendar Day period following termination. This ninety (90) day period will be at no additional charge to Purchasing Entity. Contractor shall not retain any copies of Purchasing Entity Data following Purchasing Entity’s written verification that Purchasing Entity no longer requires post-termination access, except as necessary to meet its obligations under Section 8 Oregon Public Records Law, in Attachment A, Oregon Specific Terms and Conditions.
- 2.9. Sanitization.** Subject to Section 8, Oregon Public Records Law, Contractor shall not retain any copies of Purchasing Entity Data following the post-termination access period referenced in Section 2.8 of this attachment. Contractor shall notify Purchasing Entity of any conditions that make returning all Purchasing Entity Data not feasible. Upon Contractor’s written acknowledgement that returning all Purchasing Entity Data is not feasible, Contractor shall purge or destroy retained Purchasing Entity Data in all its forms (including copies of returned data) in accordance with the most current version of NIST SP 800-88 or other agreed-upon standard and provide Purchasing Entity with written certification of sanitization.

3. Notifications.

- 3.1. Incidents and Breaches.** In the event Contractor or its subcontractor or agents discover or are notified of a suspected or confirmed security incident, or a suspected or confirmed breach of security or privacy, Contractor shall notify Purchasing Entity’s point of contact (or delegate) immediately, and in no event more than 24 hours following discovery or notification. An incident is an observable, measurable occurrence that is a deviation from expected operations or activities. Breaches include a failure to comply with Contractor’s confidentiality obligations. If Purchasing Entity determines that a breach requires notification by law of its clients, or other notification required by law, Purchasing Entity will have sole control over the notification content, timing, and method, subject to Contractor’s obligations under applicable law.
- 3.2. Requests for Purchasing Entity’s Data.** In the event Contractor receives a third-party request for Purchasing Entity Data, including any electronic discovery, litigation hold, or discovery searches, Contractor shall first give Purchasing Entity notice and provide such information as may reasonably be necessary to enable Purchasing Entity to take action to protect its interests.
- 3.3. Changes in Law.** Each party will provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations.

4. SECURITY AND HOSTING

4.1. Hosting Services. Services are located within the continental United States. This is a material representation of fact upon which Purchasing Entity may rely. Contractor shall not transfer or materially modify these hosting services without advance written consent from Purchasing Entity. Contractor networks and systems, and Purchasing Entity Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup, unless agreed to in writing by the parties.

4.2. Third Party Audit. Contractor shall ensure it and its subservice organizations undergo annual examination from an independent auditor to assess the Services' compliance with at least NIST 800-53 "Moderate" security controls (National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53). Contractor shall provide an exact copy of the most recent examination results report to Purchasing Entity upon request. The parties agree that Contractor may satisfy such audit request by providing Purchasing Entity with a confidential copy under a non-disclosure agreement of Contractor's most recent applicable third party security review performed by a nationally recognized independent third party auditor, such as a SOC2 Type II report or ISO 27001 and 27701 certification.

4.3. Security Logs and Reports. Purchasing Entity may request a report of the records that a specific user accessed over a specified period of time.

4.4. Periodic Audit. Contractor will allow Purchasing Entity to perform an audit of reasonable scope and duration of Contractor operations relevant to the Products and Services purchased under the Agreement, at Purchasing Entity's sole expense, for verification of compliance with the technical and organizational measures set forth in this Attachment E if (i) Contractor notifies Purchasing Entity of a security incident that results in actual compromise to the Products and/or Services purchased; or (ii) if Contractor reasonably believes Contractor is not in compliance with its security commitments under this DPA, or (iii) if such audit is legally required by the Data Protection Laws. Any audit will be conducted in accordance with the procedures set forth in Section 4.5.2 and may not be conducted more than one time per year. Unless mandated by law or court order, no audits are allowed within a data center for security and compliance reasons. Contractor will, in no circumstances, provide Purchasing Entity with the ability to audit any portion of its software, products, and services which would be reasonably expected to compromise the confidentiality of any third party's information or Personal Data.

4.4.1. Satisfaction of Audit Request. Upon receipt of a written request to audit, and subject to Purchasing Entity's agreement, Contractor may satisfy such audit request by providing Purchasing Entity with a confidential copy of Contractor's most recent applicable third party security review performed by a nationally recognized independent third party auditor, such as a SOC2 Type II report or ISO 27001 and 27701 certification, in order that Purchasing Entity may reasonably verify Contractor's compliance with industry standard information security and privacy frameworks.

4.4.2. Audit Process. Purchasing Entity will provide at least sixty days (60) days prior written notice to Contractor of a request to conduct the audit described in this Section 4.4.2. All audits will be conducted during normal business hours, at applicable locations or remotely, as designated by Contractor. Audit locations, if not remote, will generally be those location(s) where Purchasing Entity Data is accessed, or processed, excluding data centers. The audit will not unreasonably interfere with Contractor's day-to-day operations. An audit will be conducted at Purchasing Entity's sole cost and expense and subject to the terms of the confidentiality obligations set forth in the Agreement. Before the commencement of any such audit, Contractor and Purchasing Entity will mutually agree upon the time, and duration of the audit. Contractor will provide reasonable cooperation with the audit, including providing the appointed auditor a right to review, but not copy, Contractor security information or materials provided such auditor has executed an appropriate non-disclosure agreement. Contractor's policy is to share methodology and executive summary information, not raw data or private information. Purchasing Entity will, at no charge, provide to Contractor a full copy of all findings of the audit.

5. Purchasing Entity's Obligations. Purchasing Entity is solely responsible for its compliance with all data protection laws and establishing and maintaining its own policies and procedures to ensure such compliance.

Purchasing Entity will not use the products and services in a manner that would violate applicable laws. Purchasing Entity will have sole responsibility for (i) the lawfulness of any transfer of personal information to Contractor, (ii) the accuracy, quality, and legality of personal information provided to Contractor, (iii) the means by which Purchasing Entity acquired personal information, and (iv) the provision of any required notices to, and obtaining any necessary acknowledgements, authorizations or consents from individuals. Purchasing Entity takes full responsibility to keep the amount of personal information provided to Contractor to the minimum necessary for Contractor to perform in accordance with the Agreement.

6. Third-Party Data and Contractor Data. Contractor data and third party data may be available to Purchasing Entity through the products and services. Purchasing Entity may use the Contractor data and third party data as permitted by Contractor and the applicable third-party data provider, as described in the Agreement or applicable addendum. Unless expressly permitted in the Agreement or applicable addendum, Purchasing Entity will not, and will ensure its authorized users will not: (a) use the Contractor data or third-party data for any purpose other than Purchasing Entity's internal business purposes or disclose the data to third parties; (b) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (c) use such data in violation of applicable laws ; (d) use such data for activities or purposes where reliance upon the data could lead to death, injury, or property damage; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Purchasing Entity data or other data or use the data to build databases. Additional restrictions may be set forth in the Agreement. Any rights granted to Purchasing Entity or Purchasing Entity's authorized users with respect to Contractor data or third-party data will immediately terminate upon termination or expiration of the applicable addendum, order or the Agreement. Further, 10 days' notice will be given to Purchasing Entity if Contractor or the applicable third party data provider determines the need to suspend, change, or terminate Purchasing Entity's or any Purchasing Entity's authorized user's access to Contractor data or third-party data if Contractor or such third party data provider believes Purchasing Entity's or the Purchasing Entity's authorized user's use of the data violates the Agreement, applicable law or by Contractor's agreement with the applicable Third Party Data provider. Upon termination of Purchasing Entity's rights to use of any Contractor Data or Third-Party Data, Purchasing Entity and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Contractor. Notwithstanding any provision of the Agreement to the contrary, Contractor has no liability for third-party data or Contractor data available through the Products and Services. Contractor and its Third Party Data providers reserve all rights in and to Contractor data and third-party data not expressly granted in the Agreement or applicable order.

7. Sub-processors.

7.1. Use of Sub-processors. Purchasing Entity agrees that Contractor may engage subcontractors, suppliers, vendors, or sub-processors (collectively "Sub-processors") who in turn may engage Sub-processors to process personal information. A current list of Sub-processors is set forth at Contractor Sub-Processors website at https://www.motorolasolutions.com/en_us/about/trust-center/privacy/data-sub-processors.html. When engaging Sub-processors, Contractor will enter into agreements with the Sub-processors to bind them to obligations which are substantially similar or more stringent than those set out in this Attachment.

7.2. Changes to Sub-processing. The Purchasing Entity hereby consents to Contractor engaging Sub-processors to process Purchasing Entity data provided that: (i) Contractor will use its reasonable endeavors to provide at least 10 days' prior notice of the addition or removal of any Sub-processor, which may be given by posting details of such addition or removal at Contractor Sub-Processors; (ii) Contractor imposes data protection terms on any Sub-processor it appoints that protect the Purchasing Entity data to the same standard provided for by this Attachment; and (iii) Contractor remains fully liable for any breach of this clause that is caused by an act, error or omission of its Sub-processor(s).

7.3. Sub-Processors. The Purchasing Entity may object to Contractor's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Contractor will either appoint or replace the Sub-processor or, if in Contractor's discretion this is not feasible, the Purchasing Entity may terminate this

Agreement and receive a pro-rata refund of any prepaid service or support fees as full satisfaction of any claim arising out of such termination.

8. Data Subject Requests. Contractor will promptly notify Purchasing Entity if it receives a request from an individual, including without limitation requests for access to, correction, amendment, transport or deletion of such individual's personal information. Contractor will not release any information without prior written consent, which shall not be unreasonably withheld, of Purchasing Entity, and, to the extent applicable, Contractor will provide Purchasing Entity with commercially reasonable cooperation and assistance in relation to any complaint, notice, or communication from an individual. Purchasing Entity will respond to and resolve promptly all requests from Data Subjects which Contractor provides to Purchasing Entity. Purchasing Entity will be responsible for any reasonable costs arising from Contractor's provision of such assistance under this Section.