Illinois Department of Innovation and Technology

NASPO Valuepoint

Participating Contract

JPMC NASPO PA Cloud Solutions

26-448DOIT-APP44-P-101335

The Parties to this Participating Contract ("Participating Contract" or "Contract") are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This Contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this Contract, constitute the entire contract between the Parties concerning the subject matter of the Contract, and in signing the Contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the Contract. This Contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. This Contract can be signed in multiple counterparts upon agreement of the Parties. Cooperative contract means the agreement between the lead entity and the vendor as facilitated by the cooperative.

1. SCOPE OF WORK

This Participating Contract incorporates the Cooperative contract NASPO Contract # LS4983 for use by Department of Innovation and Technology, Governmental Units and Qualified Not-for-Profits ("Ordering Entity").

The scope of this Participating Contract is limited exclusively to the following products and/or services:

This agreement is limited to software, cloud solutions, Software as a Service, Application Licensing and professional services including but not limited to implementation, maintenance and operations and managed services. Services under this contract will require a Statement of Work. Detailed quotes are required for all orders from this Participating Contract.

1.1. Participation: This Participating Contract may be used by **Department of Innovation and Technology, Governmental Units and Qualified Not-for-Profits.**

2. Participating State Modifications or Additions to *NASPO Value Point Contract # LS4983*

The following changes are modifying or supplementing the Cooperative contract terms and conditions. These modifications and additions apply only to actions and relationships with ***Illinois Governmental Units and Qualified Not-For-Profits*.** Any conflict between the terms of the Cooperative Contract and the terms of this Participating Contract shall be governed by the terms of this Participating Contract. Those terms that are not otherwise in conflict shall continue in full force and effect.

2.1. SUBCONTRACTING:

Subcontractors are allowed.

2.1.1. Will subcontractors be utilized? ☒ Yes ☐ No

Pursuant to 30 ILCS 500, a subcontractor is a person or entity that enters into a contractual agreement with a total value of $100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than $50,000 must include Illinois Standard Certifications completed by the subcontractor.

2.1.2. Please identify below subcontracts with an annual value of $100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Agile N2N, Inc

  Amount to Be Paid: 6%

  Address: 4200 Cantera Drive, Suite 203 Warrenville, Il 60555

  Description of Work: Professional Services

2.1.3. If the annual value of any subcontracts is more than $100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

2.1.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this

Contract. Any subcontracts entered prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

2.2. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the Contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

- Location where services will be performed: United States
  Value of services performed at this location: 100%

This Contract is not intended for the provision of goods and services from outside of the contiguous United States. If a good or service purchased under an applicable purchase order requires an Ordering Entity to select a service location, the Vendor shall provide all necessary, reasonable guidance and/or assistance to make that selection.

Vendor may utilize global support resources provided that at all times, all information provided for support is treated as confidential and protected in accordance with Section 5.8 of this Contract and does not require access to sensitive State Data. Any information provided is limited in nature and used exclusively for routine helpdesk and technical troubleshooting purposes, but only upon the Ordering Entity's express written approval within a Statement of Work ("SOW") created pursuant to this Contract or an applicable Service Level Agreement ("SLA") attached to an applicable purchase order.

3. PRICING

3.1. **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the Contract price is firm or estimated at the time it is submitted for obligation. The total price of this Contract is estimated.

3.2. **VENDOR'S PRICING:** Vendor's pricing is located at https://www.naspovaluepoint.org/portfolio/cloud-and-software-solutions-2026-2036/carahsoft-technology-corporation/ A Quote must be obtained for all purchase orders from this Contract.

3.3. **MAXIMUM AMOUNT:** This is an indefinite quantity Joint Purchase Master Contract.

4. TERM AND TERMINATION

4.1. TERM:

4.1.1. TERM OF THIS CONTRACT: The Contract will have an initial term commencing upon September 16, 2026 and ending September 15, 2036. In no event will the maximum total term of the Contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years. Vendor shall not commence billable work in furtherance of the Contract prior to final execution of the Contract except when permitted pursuant to 30 ILCS 500/20-80.

4.1.2. TERMINATION FOR CAUSE: The State may terminate this Contract, in whole or in part, immediately upon notice to Vendor if: (a) the State determines that the actions or inactions of Vendor, its agents, employees, or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) Vendor has notified the State that it is unable or unwilling to perform the Contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this Contract, is in violation of a material provision of this Contract, or the State determines that Vendor lacks the financial resources to perform the Contract, the State shall provide written notice to Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the Contract without additional written notice or (b) enforce the terms and conditions of the Contract. Additional causes allowing for termination under this section include but are not limited to: failure to perform the services or deliver the goods within the time specified; failure to perform any other material requirement; failure to make sufficient progress so as to endanger performance; or any other breach of Contract. Vendor shall not be entitled to any anticipated profits or unearned compensation as a result of a termination for cause.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages. In the event the State covers a resulting loss by contracting with an alternate vendor, Vendor shall be liable for any difference in cost between this Contract price and the replacement price for the remaining term, as well as any other damages, including delay damages. Vendor shall be liable to the State for all reasonable costs incurred by the State in enforcing any provision of this Contract, including attorneys' fees. The State shall provide Vendor with a detailed description of all resulting losses, differences in cost between Contract price and replacement price for remaining items, damages, delay damages, and any other reasonable costs or attorneys' fees prior to Vendor's agreement to pay. After reviewing the detailed description provided by the State, should Vendor assert that any of these costs or damages claimed by the State are unreasonable, Vendor will have the opportunity to seek judicial review of the amount of the replacement costs and damages incurred by the State.

However, if, after termination, a court of competent jurisdiction determines that Vendor's actions were excusable under this Contract, then the rights and obligations of the Parties shall be the same as if the termination had been issued as a Termination for Convenience. The State may, in its sole discretion and for its sole benefit, elect to exercise this right if it determines that it is in the best interest of the State.

4.1.3. TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days' prior written notice to Vendor, terminate this Contract in whole or in part and without payment of any penalty or incurring any further obligation to Vendor. Upon submission of invoices and proof of claim, Vendor shall be entitled to compensation for supplies and services provided in compliance with this Contract up to and including the date of termination.

4.1.4. OTHER TERMINATION: The State may also terminate, in whole or in part, this Contract without advance notice pursuant to Section 4.1.6.

4.1.5. SUSPENSION: The State may also suspend, in whole or in part, this Contract without advance notice pursuant to Section 4.1.6.

4.1.6. AVAILABILITY OF APPROPRIATION: This Contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this Contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

5. STANDARD BUSINESS TERMS AND CONDITIONS

5.1. PAYMENT TERMS AND CONDITIONS:

5.1.1. LATE PAYMENT: All payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules. 30 ILCS 540; 74 III. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force or effect.

5.1.2. MINORITY CONTRACTOR INITIATIVE: Any Vendor awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the Contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

5.1.3 WORK PRIOR TO EXECUTION: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Contract by the Parties even if the effective date of the Contract is prior to execution.

5.1.4 PREVAILING WAGE: As a condition of receiving payment Vendor must (i) be in compliance with the Contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor at 217-782-6206 or (http://labor.illinois.gov) to ensure understanding of prevailing wage requirements.

5.1.5 FEDERAL FUNDING: This Contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

5.1.6 INVOICING: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this Contract, and the amount billed and expenses incurred are as allowed in this Contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise, Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

5.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and Federal tax exemption information.

5.1.6.2 Vendor shall invoice at this completion of the Contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the Contract.

Send invoices to:

Agency:	Ordering Entity
Attn:	Ordering Entity
Address:	Ordering Entity
City, State Zip	Ordering Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

5.2 **ASSIGNMENT:** This Contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

5.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding the small purchase maximum established under 30 ILCS 500/20-20, and who are specifically hired to perform all or part of the work covered by this Contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this Contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this Contract. All subcontracts must include the same certifications that Vendor must make as a condition of this Contract. Vendor shall include in each subcontract the Standard Illinois Certifications form available from the State. If at any time during the term of this Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to this Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract, and the general type of work to be performed. 30 ILCS 500/20-120.

5.3.1 Vendor shall be fully responsible for the performance of any subcontractors. Vendor shall supervise and guarantee the work of its subcontractors and shall ensure that all subcontractors comply with all requirements of this Contract just as if they were Vendor's own employees. If a subcontractor fails to perform or violates any Contract requirement, Vendor shall promptly remedy the issue (including, if necessary, by replacing the subcontractor). Vendor shall be liable for any acts, omissions, or breaches by its subcontractors or agents to the same extent as if performed by Vendor. The State's approval of any subcontractor does not relieve Vendor of its obligations under this Contract.

5.4 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State pursuant the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by Vendor for a period of three (3) years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay Contract costs, Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Contract or any subcontract for which adequate books and records are not available to support the purported disbursement. Vendor or subcontractors shall not impose a charge for audit or examination of Vendor's or subcontractors' books and records. 30 ILCS 500/20-65. Vendor and its subcontractors shall upon reasonable notice appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

5.5 CONTINUING PERFORMANCE: Time is of the essence with respect to Vendor's performance of this Contract. Vendor shall continue to perform its obligations while any dispute concerning the Contract is being resolved unless otherwise directed by the State.

5.6 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

5.7 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition (a "Force Majeure Event"). In the event of Vendor non-performance due to a Force Majeure Event, Vendor must promptly notify the State in writing describing the Force Majeure Event, the expected duration of the inability to perform, and any action being taken to mitigate the effect of the event. During the period of non-performance, the Vendor shall explore all reasonable alternatives to fulfill the Contract. The State may terminate this Contract in whole or in part without penalty if performance does not resume within thirty (30) days of the declaration. This provision shall not excuse: (a) late delivery of goods specifically manufactured or sourced for this Contract, if such goods are readily obtainable from other sources in a timely manner; or (b) any failure to implement disaster recovery or business continuity procedures where the implementation of such procedures would be reasonable, industry standard, or otherwise required by this Contract. This provision does not excuse Vendor's obligation to resume full performance when the Force Majeure Event no longer causes an inability to perform. If a Force Majeure Event causes a shortage of materials or resources, Vendor will allocate any available materials or resources to meet the State's requirements first before any allocation to other customers.

5.8 CONFIDENTIAL INFORMATION: Each Party to this Contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this Contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140), shall be considered public. Unless otherwise agreed by the Parties, and then only upon receipt of the State's prior written consent, Vendor and its subcontractors shall not access or attain any personally identifiable information or sensitive information on or from the State's systems, and Vendor agrees that any such information is the confidential information of the State. In any event, Vendor shall implement and maintain reasonable security measures to protect any and all data, information, and records disclosed by the State under this Contract from unauthorized access, acquisition, destruction, use, modification, or disclosure. No confidential data collected, maintained, or used in the course of performance of this Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this Contract, in a non-proprietary, readily usable format, promptly at the end of this Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

5.9 USE AND OWNERSHIP: The parties shall respectively retain any pre-existing intellectual property ownership rights ("Preexisting I.P.") in effect at the time of Contract execution. However, any work product created under this Contract ("Work Product") will be the State's sole property if: (1) it is developed using the State's equipment, supplies, facilities, or trade secrets; or (2) it results from Vendor's work for the State under this Contract. Vendor shall not incorporate any of its Preexisting I.P. into Work Product, except as specifically agreed to by the parties in this Contract.

5.9.1 WORK FOR HIRE: To the extent permissible under applicable law, Work Product will be considered work made for hire pursuant to the U.S. Copyright Act, 17 U.S.C. §§ 101 et seq., and any foreign equivalent thereof.

5.9.2 ASSIGNMENT OF RIGHTS: Where Work Product contains no Vendor Preexisting I.P., to the extent if any that the State still does not own full right, title, and interest in and to the Work Product, Vendor hereby assigns to the State all of its ownership, right, title, and interest in and to all Work Product, without limitation.

5.9.3 MORAL RIGHTS: In addition to the foregoing transfers and allocations of rights, Vendor hereby irrevocably transfers and assigns to the State any and all "moral rights" Vendor may have in or with respect to the Work Product, excluding any Vendor Preexisting I.P. Vendor also hereby forever waives and agrees that it shall never, including after Contract termination, assert any moral right with respect to the Work Product. "Moral rights" include any rights to claim authorship of or credit on a work of authorship, to object to or prevent the modification or destruction of a work of authorship, or to withdraw from circulation or control the publication or distribution of a work of authorship, and any similar right, existing under judicial or statutory law of any country or subdivision of a country, or under any treaty, regardless of whether or not such right is described as a "moral right."

5.9.4 BACKUP LICENSE: To the extent, if any, that (i) the Parties agree in this Contract to allow Work Product to incorporate any Vendor Preexisting I.P., or (ii) to the extent the above assignment provision otherwise does not provide the State with full ownership, right, title, and interest in and to the Work Product, Vendor hereby grants the State a perpetual, irrevocable, fully paid, royalty-free, worldwide license to use, reproduce, create derivative works from, and publicly display and publicly perform the Work Product. Vendor grants this license under copyright, patent, and all other applicable forms of intellectual property law.

5.10 **(A) INDEMNIFICATION:** Vendor shall indemnify and hold harmless the State, its agencies, officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all liabilities, losses, damages, claims, demands, costs, settlements, judgments, and expenses (including attorneys' fees and expenses, whether in-house or contracted) that the Indemnified Parties may incur related to:

(a) Any breach or violation by Vendor of any of its certifications, representations, warranties, covenants, or agreements;

(b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage, harm, or loss claimed to result in whole or in part from negligent or wrongful acts, activities, or omissions of the Vendor, its employees, representatives, subcontractors, or agents; or

(c) any actual or alleged claim that the products or services provided under this Contract infringe, misappropriate, or otherwise violate any intellectual property rights (including but not limited to patent, copyright, trade secret, or trademark rights) of a third party.

(B) LIMITATION OF LIABILITY:

(1) **Damage Cap.** Vendor's entire liability to the State for all claims arising under or related to this Contract will not exceed five (5) times the total sum paid and payable to Vendor under an applicable purchase order or two million dollars ($2,000,000.00), whichever is greater (the "Damage Cap"). The Damage Cap is cumulative for all claims and not per incident.

(2) **Consequential Damages.** Neither Party to this Contract will be liable to the other for any indirect, special, consequential or punitive damages ("Consequential Damages Exclusion").

(3) **Unlimited Liability.** Neither the Damage Cap nor the Consequential Damages Exclusion will apply to any of the following:

(i) Vendor's obligations under sections 5.10(A), 5.10.1, 5.10.2, and 5.10.3;
(ii) Infringement of rights in intellectual property;
(iii) Gross negligence, willful misconduct, or fraud;
(iv) Bodily injury, death, or damage to property; and
(v) Intentional repudiation of contract.

5.10.1 ADDITIONAL VENDOR OBLIGATIONS: In the event any actual or alleged claim that the products or services provided under this Contract violate any intellectual property rights, Vendor shall, at its own expense, promptly: (a) secure for the State the right to continue using the affected product, software or service; (b) replace or modify the affected product, software or service to make it non-infringing, provided such modification or replacement does not materially degrade any functionality; or (c) subject to the State's consent, refund or forego: (i) the purchase price, if a product; or (ii) if a license fee or service, the fees paid or due to be paid for every month remaining in the term following the date after which the State ceases use of that software or service.

5.10.2 DATA BREACH PREVENTION, NOTICE, AND REMEDIATION: To the extent related to or in furtherance of the Vendor's performance under this Contract, Vendor shall ensure the security, storage, and integrity of the State's content, data, computers, networks, and systems (which may include the use of encryption technology to protect the State's content and data including personally identifiable information and sensitive information) from unauthorized access. Vendor shall implement and maintain all appropriate safeguards to prevent unauthorized disclosure of, access to, or use of State data and any personally identifiable and sensitive information. For purposes of this Section, unauthorized disclosure of, access to, or use of data or personally identifiable or sensitive information is defined as a "Data Incident."

In the event Vendor becomes aware of or suspects a Data Incident, Vendor shall: (1) promptly, and in no event greater than 24 hours (unless required to give notification earlier by law or State policy), give notice to the State of that Data Incident; and (2) provide the State with daily updates, or as requested by the State, regarding findings and actions to resolve the Data Incident to the State's satisfaction. Notifications shall be sent via email to DoIT.Security@illinois.gov, with the subject line: "Breach Notification" as it relates to Data Incidents.

If the Data Incident results from Vendor's breach of this Contract or negligent or unauthorized act or omission, including without limitation those of its subcontractors or other agents, Vendor shall: (1) compensate the State for any reasonable expenses related to notification of consumers, (b) provide credit monitoring service to any affected individual for one year or for any longer periods that may be required by law, and (c) provide remediation services to restore data and data integrity. Vendor shall give the State prompt access to any and all records related to any Data Incident as State may reasonably request. This Section does not limit the State's other rights or remedies, if any, resulting from a Data Incident. Vendor shall reimburse the State for costs incurred by the State in responding to, and mitigating damages caused by, any such Data Incident, including all costs of notice and remediation. Vendor shall indemnify the State for all third-party claims associated with Vendor's breach of the obligations stated in this Section, as well as any negligent or unauthorized act or omission related to any Data Incident, including without limitation those of its subcontractors or other agents.

5.10.3 DATA LOSS AND DAMAGE TO STATE COMPUTER SYSTEMS: Vendor shall adhere to all indemnification and liability obligations stated in this Contract and will remain liable where any damage or impairment to the State's computers, systems, and networks, or any loss or corruption of the State's data or content, is due to Vendor's negligent or intentional acts and omissions. Further, Vendor shall reimburse the State for any and all costs incurred by the State in restoring such data, content, computers, systems, or networks.

5.11 INSURANCE: Vendor shall, at all times during the term of this Contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

5.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

5.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.

5.14 COMPLIANCE WITH THE LAW: Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Contract.

5.15 BACKGROUND CHECK: Vendor affirms that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within five (5) years prior to employment, where permitted by law.

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendors and subcontractors, officers, employees, or agents performing services on State owned, leased, or controlled property. Vendor or subcontractor shall reassign immediately any such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;
- The State will limit access to the information received and will properly store it in a reasonably secure manner;
- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and

- State must provide notice and consent forms. Vendor's and subcontractor's officers, employees, or agents performing services on state owned, leased, or controlled property not consenting shall be reassigned.

However, in no event can Vendor agree to waive the rights of its employees, nor can Vendor provide the State with any information protected by law, including but not limited to Vendor's background check data.

5.16 APPLICABLE LAW:

5.16.1 PREVAILING LAW: This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

5.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

5.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505. The State shall not enter into binding arbitration to resolve any dispute arising out of this Contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

5.16.4 OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (*www.ilga.gov/legislation/ilcs/ilcs.asp*).

5.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this Contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title, and interest in and to the claim or cause of action.

5.18 CONTRACTUAL AUTHORITY: The Agency that signs this Contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this Contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master Contract on behalf of State agencies, only the Agency that places an order or orders with Vendor shall have any liability to Vendor for that order or orders.

5.19 EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a Contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

5.20 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery or via courier (UPS, Federal Express, or other similar and reliable carrier). Notices shall be sent to the individuals who signed this Contract using the contact information provided with the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

5.21 MODIFICATIONS, SURVIVAL, AND ORDER OF PRECEDENCE: Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. However, to the extent this is a master Contract, no order placed against it may purport to amend the terms herein. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of any ambiguity, inconsistency, or conflict between provisions at issue, the following order of precedence will apply: (1) all provisions of this Contract, including any State Supplemental Terms included or attached in Section 7.1, but excluding any Vendor Supplemental Terms under Section 7.2; (2) any provisions agreed upon and attached to an applicable purchase order; (3) any Vendor Supplemental Terms attached in Section 7.2 of this Contract; and (4) any additional Vendor documents to the extent specifically referenced within such attachments included in Section 7.2 ("Vendor Supplemental Terms") of this Contract.

5.22 PERFORMANCE RECORD/SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this Contract. The State may consider Vendor's performance under this Contract and compliance with law and rule to determine whether to continue this Contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

5.23 FREEDOM OF INFORMATION ACT: This Contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this Contract. 5 ILCS 140.

5.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

5.25 NEW GOODS: Any and all products furnished under this Contract shall be new, unused, not reconditioned, and most recent manufacture and not discontinued.

5.26 SUBSTITUTION: To the extent any product at issue under this Contract becomes discontinued or otherwise not available during any term of an order, the Vendor may propose to substitute an equivalent or better product at no additional cost to the State. Any substitutions of products shall be subject to the prior review and written approval of the State.

5.27 WARRANTIES FOR EQUIPMENT, SOFTWARE, SERVICES, AND SUPPLIES:

5.27.1 Equipment Warranty. Vendor warrants that any equipment or hardware furnished under this Contract, including any included microcode and firmware, will, for a period of three (3) years from the date of its delivery to the State: (a) materially conform to the standards, specifications, descriptions and documentation furnished by the State or furnished by Vendor and agreed to by the State, including but not limited to all specifications included or attached to this Contract or an applicable purchase order placed against it; (b) be merchantable, of good quality and workmanship, and free from defects and fit and sufficient for the intended use as identified in the State's requirements or within the applicable purchase order; (c) comply with all federal and state laws and regulations pertaining to the manufacturing, packing, labeling, sale, and delivery of such equipment or hardware; and (d) be of good title and be free and clear of all liens and encumbrances. In the event of a breach of the warranty provided under this section, Vendor shall first make reasonable efforts to repair or replace any affected equipment or components thereof. If, following reasonable efforts, Vendor is unable to repair or replace the affected equipment, then Vendor will refund the amount paid for the affected equipment.

5.27.2 **Software Warranty.** Vendor warrants that any software provided under this Contract: (1) will at the time of its delivery be materially error-free; (2) at the time of delivery, will not include any viruses, worms, Trojan horses, malware, backdoors, or other malicious code; and (3) will, for the greater of twelve (12) months or the period during which the State purchases support services (unless otherwise specifically agreed to by the State in an applicable purchase order), materially conform to the requirements of this Contract, including any statements of work, and, to the extent not inconsistent with the foregoing, the Documentation as it exists at the time of Contract execution. Vendor warrants that it will not modify or change any software to materially reduce the functionality of that software from that existing as of the effective date of the applicable purchase order.

5.27.2.1 In case of breach of this warranty, Vendor shall first make reasonable efforts to repair the software. If Vendor is unable to repair the software within thirty (30) days, or such longer period as agreed to by the State, Vendor may, with the State's consent, replace the software with software of substantially similar or superior functionality or refund all amounts paid by the State for the software.

5.27.2.2 "Documentation" means Vendor's training course materials, system specifications, hardware requirements, technical manuals, and all other user instructions regarding the capabilities, operation, installation, and use of the software or service including all online help files and other user instructions.

5.27.3 **Subscription Services Warranty.** To the extent that subscription services are provided under this Contract, Vendor warrants that it will provide those subscription services: (1) with reasonable professional skill and in accordance with the requirements of this

Contract; and (2) to the extent not inconsistent with the foregoing, in accordance with the Documentation as it exists at the time of the submission of the applicable purchase order. If provided subscription services do not comply with this warranty: (a) Vendor will make reasonable efforts to correct the non-conformance; and (b) if Vendor is unable to correct the non-conformance within thirty (30) days or such longer period as agreed to by the State, then it shall notify the State, and the State, at its option, may terminate the subscription services and receive a refund of any pre-paid fees that will not be provided as a result of the termination.

5.27.4 **Supplies Warranty.** Vendor warrants that any supplies furnished under this Contract will: (a) conform to the standards, specifications, drawing, samples, or descriptions furnished by the State or furnished by Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all applicable federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; and (d) be of good title and be free and clear of all liens and encumbrances. Vendor agrees to reimburse the State for any losses, costs, damages, or expenses, including without limitations, reasonable attorney's fees and expenses, arising from any failure of the supplies to meet such warranties.

5.27.5 **Professional Services Warranty.** Vendor warrants that all professional services required or provided under this Contract, including those of its subcontractors, will be performed (a) in accordance with this Contract; (b) by trained and competent personnel; (c) in a timely, workmanlike manner; and (d) in accordance with industry best practices for services of this kind. If the State notifies Vendor of a breach of this warranty, Vendor shall re-perform such services in compliance with the warranty within a reasonable period of time not to exceed twenty (20) business days, or the time period agreed to by the Parties in writing. In the event the Vendor does not comply with the warranty within the above referenced timeframe, the State shall be entitled to terminate services and receive a refund of all Vendor fees associated with the services. Vendor shall monitor performance of each individual assigned to perform work under this Contract and shall immediately reassign any individual who does not perform in accordance with this Contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

5.27.6 No Restrictions on Use Warranty. Vendor represents and warrants that it shall not deliver to the State any third-party product or service, including open-source software, that would require the State to accept and be bound by any third-party terms and conditions, except to the extent such software and its terms and conditions are agreed upon by the State and expressly identified in an exhibit attached to this Contract or the applicable purchase order. Vendor further warrants that there are no legal or contractual restrictions that would prevent or interfere with the State's use of any goods or services provided under this Contract. For example, Vendor warrants that the State's use of software or data provided by Vendor will not be restricted by any license to a third party that Vendor has not disclosed, and that Vendor has the full right to grant the rights and licenses agreed to in this Contract.

5.27.7 Warranty Transfer. Vendor shall ensure that all third-party warranties applicable to anything provided, provisioned, performed, incorporated, or made available under this Contract are transferred to the State at the time of delivery ("Pass-Through Warranties"). Vendor will deliver and assign all documentation and registration needed to enforce those warranties. Pass-Through Warranties are in addition to Vendor's own warranties and shall not diminish or limit the State's rights or the Vendor's obligations under this Contract. In the event Vendor fails to effectuate a successful pass-through of the third-party warranties, Vendor shall honor those warranties in addition to their own. Vendor shall assist the State in pursuing any remedy under the Pass-Through Warranties. The warranty obligations of Vendor shall survive the State's inspection, testing, acceptance, and payment under the Contract. The warranty obligations of Vendor shall also, subject to the terms and conditions of this Contract and the Illinois Procurement Code, survive termination of this Contract.

5.27.8 No Diminishment of Warranties. The warranties set forth in this Contract are in addition to any warranties provided by law or elsewhere in this Contract. Unless expressly permitted under this Contract or otherwise required by law, nothing shall be construed to limit Vendor's liability for breaching any warranty. If any goods or services fail to meet the above warranties, upon notice from the State, Vendor shall, without cost to the State, promptly correct or re-perform the deficient services, or repair or replace the nonconforming goods, so that they conform to the Contract requirements. If repair or replacement is not timely or practicable, or if re-performance cannot correct the deficiency, the State may at its option either accept a reasonable equitable adjustment in price or deliverables, or require a refund for the nonconforming goods/services or elect to terminate the Contract. The State's rights under this section are not exclusive and do not waive or limit any other rights or remedies afforded to the State by law or under this Contract

5.27.9 **Continuing Warranty.** All representations and warranties of Vendor shall persist for their intended term length and shall survive the completion of services, delivery of goods, and termination or expiration of this Contract. Vendor acknowledges that the State is relying on these representations and warranties in entering into this Contract.

5.28 **REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately and without any delay notify the State of any event that may have a material impact on Vendor's ability to perform this Contract, including, but not limited to, significant financial difficulties, loss of key personnel, acquisition by another company, or other material change.

5.29 **EMPLOYEMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

5.30 **SUPPLEMENTAL TERMS:** Notwithstanding any provision to the contrary in Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

5.30.1 The procuring Agency and the State do not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5);

5.30.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

5.30.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

5.30.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement, or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract;

5.30.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

5.30.6 Vendor shall indemnify the procuring Agency and the State pursuant to the terms and conditions of the Indemnification and Liability clauses of this Contract;

5.30.7 Vendor's liability shall be governed by the terms and conditions contained in the Indemnification and Liability clauses of this Contract; and

5.30.8 Vendor must ensure that all information technology, including electronic information, software, systems and equipment, developed or provided under this Contract complies with the applicable requirements of the Illinois Information Technology Accessibility Act Standards (as published at www.dhs.state.il.us/iitaa). 30 ILCS 587.

5.31 SECURITY REQUIREMENTS: The State of Illinois has specific security requirements for information and systems. Vendor must ensure these requirements are fully understood and allocate sufficient project time and resources to address the security requirements when and as applicable.

An information security risk assessment, data classification and system categorization process, and the submission of a system security plan must be completed and submitted to the Department of Innovation and Technology, Division of Information Security prior to the commencement of system development or solution delivery activities. Vendor must participate with the risk assessment and data classification and system categorization process. The formal risk assessment and data classification and system categorization process will be administered by the Illinois Department of Innovation and Technology, Division of Information Security. Vendor program and project management personnel must ensure the coordination of these activities with State of Illinois program and project management personnel.

If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois technology and security Policies, Procedures, and Standards (https://doit.illinois.gov/initiatives/cybersecurity/policies.html).

Vendor must also adhere to a minimum security baseline as identified in the National Institute of Standards and Technology (NIST) Special Publication 800-53, Revision 5, Security and Privacy Controls for Federal Systems and Organizations (https://doi.org/10.6028/NIST.SP.800-53r5, or as most recently updated). If not specifically addressed in other Vendor Information Technology Requirements, Vendors must assure the adoption of, at minimum, the low security control baselines. Exceptions to this requirement must be approved by the Illinois Department of Innovation and Technology, Division of Information Security.

Cloud solutions must adhere to recommendations of the Cloud Security Alliance. Vendors may find guidance and cross-referencing to the NIST 800-53, Revision 5, or as most recently updated with the Cloud Security Alliance controls at CSA (cloudsecurityalliance.org).

Throughout the term of this Contract, Vendor shall supply a current list of all non-proprietary/open-source software used in their solution. Vendor must also include the version and Open Source Initiative (OSI) approved license type used for any open source software. If Open Source uses non-OSI approved licensing Vendor must include and provide licensing terms and conditions for State review.

Vendor shall ensure any products, subscriptions, and/or services made available under this Contract will be capable of interfacing with the State's identity and access management solutions if authentication is required for access to the system.

Vendor shall ensure any products, subscriptions, and/or services will log activity in accordance with the State's Minimum Logging Requirements (Appendix S1) for the term of the Contract.

Vendor shall obtain and provide logs within 24 hours of request from State of Illinois in a non-proprietary, readily usable format.

Vendor shall ensure remediation begins within 24 hours of discovery for all critical and high (CVSS 7.0 and higher) vulnerabilities, as well as any additional vulnerabilities as determined by the State of Illinois.

Vendor must provide notice to the State of Illinois within 24 hours of the discovery of any critical and high (CVSS 7.0 and higher) vulnerabilities.

State and Federal laws, rules, and regulations as well as industry-specific guidelines require specific and often enhanced security controls on information and systems. The State of Illinois is required to comply with the below laws, standards, and regulations. Vendors must ensure compliance with the below as appropriate based upon the formal risk assessment to include a data classification and system categorization process.

- Illinois Identity Protection Act (5 ILCS 179)
- Illinois Personal Information Protection Act (815 ILCS 530)
- The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99)
- Federal Bureau of Investigations Criminal Justice Information Services ("CJIS") Security Policy, version 5.5, issued June 26, 2016

• Federal Centers for Medicare & Medicaid Services ("CMS") MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.
• Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards ("ARS") CMS Minimum Security Requirements Version 2.0 September 20, 2013.

5.32 DATA CENTER LOCATION AND ACCESS:

5.32.1 Data Center Location: The physical location of any data center utilized by Vendor, made available, or used by any products, services, and subscriptions under this Contract where State Data (as defined in Section 5.33 of this Contract) is stored or processed shall be within the contiguous United States, unless otherwise specifically agreed in advance by the State in writing at any time throughout the duration of the Contract.

5.32.2 Data Access: Vendor as well as any product, service, and subscription made available under this Contract shall only transmit, receive, process, or access State data that contains confidential, sensitive, or personal information: (i) to the extent permitted by the State under this Contract; and (ii) then only within the contiguous United States, unless otherwise specifically agreed in advance by the State in writing at any time throughout the duration of the Contract.

5.33 DATA USE: Use of any data provided by the State, generated in the course of performing services under this Contract, or otherwise obtained from the State (collectively "State Data"), whether by Vendor or any product, service, or subscription made available under this Contract, is strictly limited to fulfilling its obligations under this Contract and for no other purpose without the prior written consent of the State. State Data does not include Vendor's proprietary data or information developed independently without reference to State Data. All other use of State Data, including but not limited to sharing, selling, or utilizing State Data for purposes not otherwise explicitly stated in this Contract, is expressly forbidden. However, Operational Telemetry may specifically be used to improve the service being offered to a State Ordering Entity under an applicable purchase order or SOW and all use of Operational Telemetry shall survive any termination or expiration of this Contract or any applicable purchase order or SOW. "Operational Telemetry" means data evidencing access to, use of, and performance of a good or service provided by Vendor , including usage counts, feature interactions, session and clickstream patterns, latency, and error rates, that: (i) neither contains nor is derived from State Data; (ii) does not reveal any personally identifiable information or information otherwise protected by law; and (iii) is fully anonymized and not capable of association with the State, any agency, or any individual. Operational Telemetry shall be generated only for lawful business purposes such as product/service improvement, industry benchmarking, and analytics.

5.34 PERMITTED USE OF ARTIFICIAL INTELLIGENCE (AI): Vendor and any product, service or subscription made available under this Contract shall not utilize any Artificial Intelligence ("AI") system, model, tool, or functionality in the performance of its obligations under this Contract, including the development, delivery, support, or the modification, upgrade, or enhancement of any product, service, or deliverable, or any component thereof, provided under this Contract ("AI Use"), except where such AI Use is both expressly: (i) disclosed to the State by Vendor and (ii) specifically authorized in writing by the State. For the avoidance of doubt, no AI Use shall be inferred or implied as permitted under this Agreement; all permitted uses must be expressly and specifically stated herein.

5.34.1 Additional Limitation: Subject to the other restrictions herein, any State authorization provided for AI Use shall be strictly limited to the scope and purposes described in this Contract. Vendor shall not expand or modify its AI Use in any material respect beyond any existing State authorization provided without the prior written consent of the State, and such consent shall be subject to applicable law, rule, regulation, and policy.

5.34.2 Notice Requirement: Vendor shall promptly notify the State in writing of any material change in the AI systems used, including but not limited to version changes, shifts in model architecture, or changes in training data sources. Vendor shall provide prompt written notice to the State in the event any product, service, or subscription made available under this Contract adopts the use of AI in whole or in part.

5.35 DISCLOSURE OF PERMITTED AI USE: Vendor shall disclose, or shall otherwise ensure the disclosure of, the nature and extent of AI contributions and involvement in relation to any and all permitted uses of AI under this Contract ("AI Disclosures"). AI Disclosures must be provided in a clear, prominent, and contextually appropriate manner.

5.35.1 Real-Time User Interface Disclosure: AI systems that contain a user interface must clearly identify the interaction as AI-driven, state the model's name as well as its role and limits, and provide a conspicuous on-screen link or control for deeper detail.

5.35.2 Backend or Embedded AI Functionality: Where AI systems made available under this Contract lack a direct user interface, Vendor ensure shall ensure AI Disclosures are provided to the relevant end-user or product owner prior to purchase.

5.35.3 **AI-Generated Output Labelling:** All deliverables and content wholly or partly produced by AI or derived from AI generated content shall be unmistakably marked in a contextually appropriate manner as determined by the State so the State and users can readily distinguish such content from purely human-authored content.

5.34 **LEGAL COMPLIANCE OF AI:** Vendor shall ensure that all deliverables, products, subscriptions, services, or content that that are themselves AI, or embed AI, or rely on AI provided under this Contract are compliant with applicable law.

6 Piggyback and Participating Contract Terms and Conditions

In the event of any inconsistency or conflict between the articles, attachments or provisions which constitute this Contract, the following descending order of precedence shall apply:

1. This State of Illinois (Participating) Contract, including the order of preference described in Section 5.21
2. NASPO Valuepoint Contract LS4983 (attached)
3. NASPO Cloud and Software Solutions Ref BP24-1 led by the State of Utah (attached)
4. Vendor's response to Cooperative Solicitation (attached)

7 SUPPLEMENTAL PROVISIONS

7.1 STATE SUPPLEMENTAL TERMS

☒ Agency Definitions

1. “Chief Procurement Officer” means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).
2. “Governmental unit” means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute.
3. “Qualified not-for-profit agency” means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than $200 per month or $2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

1. The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.
2. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.
3. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.
4. Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.
5. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.
6. Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.
7. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☒ Appendix S1 Minimum Logging Requirements

☒ State Cloud Appendix—Attached Below

7.2 VENDOR SUPPLEMENTAL TERMS: None

8 ATTACHMENTS

8.1 Cooperative Contract
8.2 Cooperative Solicitation Document
8.3 Vendor's response to Cooperative Solicitation
8.4 Financial Disclosures (including Illinois Procurement Gateway print-off if applicable)
8.5 Business Enterprise Program Utilization Plan
8.6 State Cloud Appendix

Illinois Department of Innovation and Technology

JPMC NASPO PA Cloud Solutions

26-448DOIT-APP44-P-101335

VENDOR

Vendor Name: Carahsoft Technology Corp.	Address (City/State/Zip): 11493 Sunset Hills Rd., Suite 100
	Phone: 703-889-9821
Printed Name: Beth Drake	Email: NASPO@Carahsoft.com
Title: Senior Contract Administrator	Date: September 9, 2026
Signature: Beth Drake	

STATE OF ILLINOIS

Purchasing Agency: Department of Innovation and Technology	Phone: N/A
Street Address: 120 W. Jefferson Street	Email: N/A
City, State ZIP: Springfield, IL 62702	ALL NOTICES TO: Email: DoIT.PSVM@Illinois.gov and DoIT.GeneralCounsel@Illinois.gov
Official Signature: Brandon Ragle	Date: 09/10/2026
Printed Name: Brandon Ragle	
Official's Title: Secretary	
Legal Signature: Radhika Lakhani by Kelly Bapst	Date: 09/10/2026
Legal Printed Name: Radhika Lakhani by Kelly Bapst	
Legal's Title: General Counsel by Deputy General Counsel	
Fiscal Signature: Mary Feagans	Date: 09/10/2026
Fiscal's Printed Name: Mary Feagans	
Fiscal's Title: Chief Fiscal Officer	

Reviewed as to legal clause sufficiency KMB 9.10.26

AGENCY USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #:26-448DOIT-APP44-R-318413
- Project Title:JPMC NASPO PA Cloud Solutions
- Contract #:26-448DOIT-APP44-P-101335
- Procurement Method (IFB, RFP, Small Purchase, etc.):
- BidBuy / Bulletin Reference #: 26-448DOIT-APP44-B-53230
- BidBuy / Bulletin Publication Date:8/17/2026
- Award Code:B
- Subcontractor Utilization? ☒ Yes ☐No Subcontractor Disclosure? ☒ Yes ☐No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒No Percentage:
- Minority Owned Business? ☐ Yes ☒No Percentage:
- Women Owned Business? ☐ Yes ☒No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒No Percentage:
- Other Preferences?