

Sourcewell

PARTICIPATING ADDENDUM

(Hereinafter "Addendum")

For

Public Safety and Emergency Management

Between

**The State of North Dakota (hereinafter "Participating State" or "STATE") and
Safeware, Inc. (hereinafter "Contractor" or "CONTRACTOR")**

Sourcewell Contract #080922-SAF (hereinafter "Master Agreement")

North Dakota State Contract No: 313

Page 1 of 5

1. Scope: This addendum (Addendum) including Exhibit A, covers the Public Safety and Emergency Management contract per Sourcewell contract #080922-SAF for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific Sourcewell cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Coterminous: The term of this Participating Addendum shall be coterminous with Sourcewell contract #080922-SAF

4. Confidentiality: CONTRACTOR shall not use or disclose any information it receives from STATE under this contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code (N.D.C.C.) ch. 44-04. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract.

5. Compliance with public records laws: CONTRACTOR understands that, except for disclosures prohibited in this Contract, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records obtained or generated by CONTRACTOR under this Contract, except for records that are confidential under this Contract, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. CONTRACTOR agrees to contact STATE as soon as reasonably possible upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to the request.

6. Spoliation: CONTRACTOR shall notify State of all potential claims that CONTRACTOR is aware of that arise as a result of CONTRACTOR'S performance under this contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to

Sourcewell

PARTICIPATING ADDENDUM (Hereinafter "Addendum")

For

Public Safety and Emergency Management

Between

**The State of North Dakota (hereinafter "Participating State" or "STATE") and
Safeware, Inc. (hereinafter "Contractor" or "CONTRACTOR")**

Sourcewell Contract #080922-SAF (hereinafter "Master Agreement")

North Dakota State Contract No: 313

Page 2 of 5

the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.

7. Cooperative Purchasing Contract: This contract is a cooperative purchasing contract established pursuant to N.D.C.C. § [54-44.4-13](#). This contract is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C. [ch. 39-04.2](#), and the International Peace Garden. Participation in this open-ended contract is not mandated; therefore, the estimated volume of this contract is not known.

8. Governing Law and Venue: This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

9. Insurance: Contractor or Authorized Dealer shall secure and keep in force during the term of this agreement and Contractor shall require all subcontractors, prior to commencement of an agreement between Contractor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- 2) Workers compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this Contract.
- 3) Employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the worker's compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor or Authorized Dealer.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for

Sourcewell

PARTICIPATING ADDENDUM (Hereinafter "Addendum")

For

Public Safety and Emergency Management

Between

**The State of North Dakota (hereinafter "Participating State" or "STATE") and
Safeware, Inc. (hereinafter "Contractor" or "CONTRACTOR")**

Sourcewell Contract #080922-SAF (hereinafter "**Master Agreement**")

North Dakota State Contract No: 313

Page 3 of 5

coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.

- 3) The duty to defend, indemnify, and hold harmless the State under this agreement shall not be limited by the insurance required in this agreement.
- 4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
- 5) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State.
- 6) The Contractor or Authorized Dealer shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this agreement is a material breach of contract entitling STATE to terminate this agreement immediately.
- 8) Contractor or Authorized Dealer shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. Contractor or Authorized Dealer shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration.

10. Indemnification: In addition to any indemnity obligations found within the Master Agreement, Contractor agrees that any attorney appointed to represent the STATE must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08.

11. Alternative dispute resolution – jury trial: STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

12. Attorney fees: In the event a lawsuit is instituted by STATE to obtain performance due under this Contract, and STATE is the prevailing party, Contractor shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE'S reasonable attorney fees and costs in connection with the lawsuit.

Sourcewell

PARTICIPATING ADDENDUM (Hereinafter "Addendum")

For

Public Safety and Emergency Management

Between

**The State of North Dakota (hereinafter "Participating State" or "STATE") and
Safeware, Inc. (hereinafter "Contractor" or "CONTRACTOR")**

Sourcewell Contract #080922-SAF (hereinafter "Master Agreement")

North Dakota State Contract No: 313

Page 4 of 5

13. Data Security

- a) Remote access to Data from outside the United States, including remote access to Data by authorized support staff in identified support centers, is prohibited.
- b) CONTRACTOR shall transmit, process, and store STATE Data within the continental United States.
- c) CONTRACTOR shall notify STATE at least 90 days prior to any relocation of STATE's Data to a different hosting facility. STATE reserves the right to terminate the Contract without penalty if STATE does not approve of the new hosting facility.

14. Single Sign On

CONTRACTOR shall comply with STATE authentication standards requiring integration of State users with the STATE's Azure Active Directory and/or Active Directory as the only method of authentication.

15. Use Of Artificial Intelligence (Ai) And Machine Learning (ML)

STATE and CONTRACTOR agree CONTRACTOR may wish to use Artificial Intelligence (AI) and Machine Learning (ML) (together AI/ML) to complete CONTRACTOR's obligations under this Contract. CONTRACTOR's use of AI/ML is subject to prior, written approval by STATE. CONTRACTOR shall provide to STATE detailed information, in writing, on the use of AI/ML in CONTRACTOR's obligations under this Contract. CONTRACTOR agrees to submit new information to STATE for approval any time CONTRACTOR substantially changes its use of AI/ML. STATE reserves the right to terminate the Contract for cause if CONTRACTOR uses AI/ML in a manner that STATE has not had the opportunity to approve or denied approval.

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

Contractor

Name	Safeware, Inc.
Address	4403 Forbes BLVD, Lanham, MD 20706
Telephone	800-331-6707
E-mail	tgrasso@safewareinc.com

Participating Entity

Name	Chad Keech "State of North Dakota"
------	------------------------------------

Sourcewell

PARTICIPATING ADDENDUM (Hereinafter "Addendum")

For

Public Safety and Emergency Management

Between

**The State of North Dakota (hereinafter "Participating State" or "STATE") and
Safeware, Inc. (hereinafter "Contractor" or "CONTRACTOR")**

Sourcewell Contract #080922-SAF (hereinafter "**Master Agreement**")

North Dakota State Contract No: 313

Page 5 of 5

Address	600 E Boulevard Ave, Dept 012, Bismarck, ND 58505-0310
Telephone	(701) 328-2767
Fax	(701) 328-1615
E-mail	ckeech@nd.gov

17. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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

Participating State:	Contractor:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: