

Participating Addendum Number 505ENT-026-CYBRSECSVCS-01
for
Cybersecurity and Information Security Services
between
State of Wisconsin
and
22nd Century Technologies, Inc.

This Participating Addendum is entered into by the State of Wisconsin (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number MA2025001, executed by Contractor and the State of Idaho (“Lead State”) for Cybersecurity and Information Security Services (“Master Agreement”):

22nd Century Technologies, Inc. (“Contractor”)
8251 Greensboro Drive
McLean, VA 2212

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Isha Sharma
Contract Manager
cyber@tscti.com
866-537-9191 Ext. 2

Participating Entity’s contact for this Participating Addendum is:

Russ Bowe
Contract Manager
Russell.bowe1@wisconsin.gov
608-267-4506

- II. TERM.** This Participating Addendum is effective February 24, 2026, 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.

The State of Wisconsin, Department of Administration may terminate this contract at any time upon 30-day prior written notice. Upon termination or other expiration of this contract, each party shall assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to termination becoming effective.

- III. PARTICIPATION AND USAGE.** This Participating Addendum covers participation of State of Wisconsin in the above referenced Master Agreement between the State of Idaho and Contractor for Cybersecurity and Information Security Services. 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 if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. 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.

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- 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. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- i. Category 1 – Risk Assessment and Mitigation Services**
 - ii. Category 2 – Incident Response Services**
 - iii. Category 3 – Breach Coach Services**
 - iv. Category 4 – Notification and Credit Monitoring Services**
- b. 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 unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

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 modifying or 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 by providing a Purchase Order and/or Statement of Work referencing the Participating State Contract Number: **505ENT-026-CYBRSECSVCS-01** as well as the Lead State Master Agreement No. MA2025001 on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS.** Contractor must submit electronic reports, including all sales made against this Participating Addendum in Microsoft Excel compatible format, via email. Report must include, at a minimum:
- **Name of each purchasing entity**
 - **Service title/description**
 - **Unit Price**
 - **Number of Units purchased**
 - **Total Contract Price for the quarter**

Reports shall retain the same format throughout the life of the contract unless mutually agreed upon and Contractor agrees to provide additional reports if requested by the State of Wisconsin

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in a format and frequency as mutually agreed upon by both parties. The quarterly report is due no later than 30 calendar days after the end of each quarter from the start of the contract date.

Quarter 1: January 1 through March 31 (Due on or before April 30)
Quarter 2: April 1 through June 31 (Due on or before July 30)
Quarter 3: July 1 through September 31 (Renewal Due on or before October 30)
Quarter 4: October 1 through December 31 (Due on or before January 30)

VIII. 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, a 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.

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

- a. Exhibit 1: State of Wisconsin Security Rider
- b. Attachment A: State of Wisconsin Terms and Conditions
- c. Attachment B: Vendor Agreement – Wisconsin’s Cooperative Purchasing Service (DOA-3333) Form

X. ORDER OF PRECEDENCE.

- a) Wisconsin Participating Addendum including all Exhibits and Attachments; State of Wisconsin’s Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State’s contractual relationship with Contractor under the terms of the Master Agreement.
- b) The Master Agreement
- c) The Solicitation including all Addenda; and
- d) Contractor’s response to the Solicitation
- e) Purchasing Entities Statement of Work (SOW) executed under the Engagement Addendum (if applicable)

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Except for the terms included in the Attachment and Exhibits hereto, no other terms and conditions shall apply, including terms listed or referenced on the Contractor’s website, in the Contractor’s quotations or in similar documents subsequently provided by the Contractor, unless otherwise agreed by the Parties.

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

For Contractor:

Isha Sharma
Contract Manager
cyber@tscti.com
866-537-9191 ext 2

For Participating Entity:

Russ Bowe
Contract Manager
Russell.bowe1@wisconsin.gov
608-267-4506

XII. 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:

DocuSigned by:
Cheryl Edgington
Signature
Cheryl Edgington
Printed Name
Bureau Director
Title
3/3/2026 | 11:49 AM CST
Date

PARTICIPATING ENTITY:

Isha Sharma
Signature
Isha Sharma
Printed Name
Contracts Manager
Title
02/06/2026
Date