

Participating Addendum Number 23019-AL-01
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
State of Alabama
and
Panasonic Connect North America

This Participating Addendum is entered into by State of Alabama (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number 23019, executed by Contractor and the State of Minnesota (“Lead State”) for Computer Equipment, Peripherals & Related Services (“Master Agreement”):

Panasonic Connect North America
Two Riverfront Plaza, 9th Floor
Newark, NJ 07102-5490

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Amanda Beauchamp
Government Contract Manager
Amanda.Beauchamp@us.panasonic.com
864-316-5986

Participating Entity’s contact for this Participating Addendum is:

Brittany Peterson
Sr. Buyer
Brittany.peterson@procurement.alabama.gov
334-242-4667

- 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. The State of Alabama will create a Master Agreement (MA) for one calendar year and will require annual renewals as allowable under the NASPO MA.
- 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 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.
- 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 State of Alabama laws and the sole venue for litigation will be state or federal court in Montgomery County, Alabama. No other court shall have jurisdiction.
- 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 the Contractor and Participating Entity and Purchasing Entities, subject to the limitations, modifications, and additions set out in **Attachment A**.
- a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Equipment Leasing.** No leasing is allowed under this Participating Addendum.
 - c. Equipment Trade-in Program.** No trade-ins are allowed under this Participating Addendum.

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- d. 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 the 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 and accompanying Attachment(s).

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number 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. INTENTIONALLY OMITTED.**
- 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. INTENTIONALLY OMITTED.**
- X. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Attachment A:** Participating Entity Modifications and Additions to Master Agreement Terms and Conditions
- XI. NOTICE.** Any notice required herein shall be sent to the following:
- | | |
|--|--|
| For Contractor: | For Participating Entity: |
| Amanda Beauchamp | Brittany Peterson |
| Government Contract Manager | Senior Buyer |
| Amanda.Beauchamp@us.panasonic.com | Brittany.peterson@procurement.alabama.gov |
| 864-316-5986 | 334-242-4667 |
- XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represent 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

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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:

Richard Elliott
Richard Elliott (May 22, 2026 21:06:08 EDT)

Signature
Richard Elliott

Printed Name
President

Title
05/22/2026

Date

PARTICIPATING ENTITY:

Christine Cook
Christine Cook (May 29, 2026 14:33:30 CDT)

Signature
Christine Cook

Printed Name
Chief Procurement Officer

Title
05/29/2026

Date

ATTACHMENT A

The following limitations, modifications, and additions apply to the Participating Entity and Contractor:

a) Contract period:

Establish a 12-month Master Agreement with an option to extend for an additional 12-month period with the same pricing, terms, and conditions. Renewals will align with NASPO MA expiration for one-year periods, and if agreed by both parties, would begin the day after the previous contract ends. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12-month period.

b) Services

Only windows-based products available through the Master Agreement Band 1 PC devices (Windows) 1B-1 – 1B-5 must not be offered with ARM processors. Android-based products are not allowed.

c) State CIO Approval:

State executive branch agencies which are subject to the authority and prior approval of the Alabama Secretary of Information Technology, in his or her role as State Chief Information Officer (CIO), must obtain such approval prior to making purchases from the Master Agreement. Approval may be dependent upon compliance with State of Alabama IT Policies, which are posted at <https://oit.alabama.gov/governance-library/> and which may be subject to change at the State of Alabama's discretion and addressed through the Project Change Request as necessary.

d) Other Purchasing Entities:

Political subdivisions, local government agencies, and public educational institutions may purchase services via this Agreement at their discretion. If such entities purchase from this Agreement, they shall be considered Purchasing Entities as defined in the Master Agreement and will be responsible for ensuring compliance with all applicable laws and regulations. Contractor must interface with those Purchasing Entities directly and offer awarded contract pricing or better.

e) Mandatory Source:

For the supplies and services which Contractor provides through this Participating Addendum, State agencies must purchase through this Participating Addendum and may not use any other source except in an emergency. Notwithstanding the foregoing, this provision shall not be construed to preclude Contractor from responding to other procurement solicitations issued by the State or any of its agencies or political subdivisions.

f) Vendor Management Program:

The Office of Information Technology ("OIT") operates a vendor management program for certain vendors which includes periodic virtual reviews of vendor performance. At the request of OIT, Contractor shall participate in the OIT vendor management program.

g) Incident Management and Breach Notification:

Any notification to State agencies of a Data Breach, as defined in the Master Agreement, involving the State's Data provided to Contractor under an Order shall be forwarded by the Contractor to the Alabama Secretary of Information Technology via email to legal@oit.alabama.gov.

h) Data Protection:

Where applicable and as required by a written statement of work mutually agreed to between the Parties, Contractor will comply with applicable security standards including without limitation StateRAMP, HIPAA, IRS Publication 1075, and CJIS. Additionally, no Purchasing Agency shall provide any personal data that is subject to i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws for processing unless mutually agreed in a written statement of work. If personal data subject to GDPR or other data protection laws will be processed during the course of a statement of work, the State will inform Contractor, and the parties will amend the statement of work to include additional data security measures as required.

If State data resides on Contractor's environments or systems, State may request relevant security-related testing, which may include vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions. The terms and conditions of such testing must be agreed to in a written statement of work or in a subsequent written agreement to be signed by both parties.

i) Right to Remove Individuals:

A Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity a Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reason it requests removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual and the Contractor shall not assign the person to any other order under this Participating Addendum without the Purchasing Entity and State consent.

j) Immigration:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

k) Open Trade/No Boycott:

In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

In compliance with Act 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 41-16-160, Code of Alabama 1975.

l) Dispute Resolution:

In the event of any dispute between the parties arising from this Participating Addendum and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.

m) Cancellation

A contract for supplies or services (professional or non-professional) may be canceled by the Chief Procurement Officer for convenience of the State, with as much notice as is practicable. A supplier may request cancellation and the Chief Procurement Officer may grant the request, in his or her sole discretion, if performance is prevented by an act of God, act of war, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the supplier. The burden of proof for such relief rests with the supplier. Any request to cancel made by contracted supplier and rooted in supplier negligence or inability to perform or meet specifications may be reviewed for impacts to responsibility status as defined in Code of Alabama 1975, §41-4-130 at the discretion of the Chief Procurement Officer. All correspondence pertaining to cancellation of a contract must be addressed to the Chief Procurement Officer with a copy to the using agency.

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n) Sales Tax Exemption

Pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

o) Conflict of Law:

If any provision of this Participating Addendum shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the Participating Addendum shall be deemed null and void.

p) No Indemnification:

Contractor acknowledges and agrees that, under the terms of this Participating Addendum and agreements relating to purchases or leases resulting therefrom, including all license agreements attached to the Master Agreement, the State is prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor or any subcontractors for any reason.

q) Assignment:

Contractor acknowledges and agrees that Ala. Code § 41-16-59 prohibits assignment of contracts without the written consent of the State and the requisitioning agency. Notwithstanding anything to the contrary, Contractor's ability to assign amounts receivable under an order shall not be considered "assignment of the contract" and thus is not limited hereunder.

r) Not to Constitute a Debt to the State:

The terms and commitments contained in this Participating Addendum or order shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

s) Disclosure Statement:

Ala. Code § 41-16-82 requires the disclosure statement to be completed and filed for all grant proposals to the State of Alabama in excess of \$25,000. For contracts of an amount that exceeds a threshold for bid or formal solicitations under Article 4 of Chapter 4 of Title 41 or any other law that requires formal solicitation procedures for awarding public contracts. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

t) Administrative Fee and Reporting:

Contractor will pay the State an administrative fee for all sales paid under this contract. This fee will be 2.0% (0.02) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The State of Alabama Chief Procurement Officer may waive the administrative fee in writing for any particular order or written statement of work.

The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov and contracts@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December - Due by January 20th
January, February, March - Due by April 20th

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April, May, June - Due by July 20th
July, August, September - Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

u) Electronic Payments:

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

v) Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Ala. Code § 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

w) Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

x) Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Ala. Code § 41-4-90), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

y) Division of Procurement Supplier Expo:

Contract holders are required to attend the first occurrence of the Supplier Expo after the Participating addendum is fully executed. Participation is optional for the remainder of the contract term.

z) Service Level Agreements and Disaster Recovery:

Contractor, as part of its process to execute and conduct services for a new order with Purchasing Entities, shall include disaster recovery and maintain service level agreement for all services which require Contractor hosting of State information or data within the contiguous 48 U.S. states.

aa) Force Majeure:

Notwithstanding any other terms and conditions set forth in this Agreement, a Force Majeure clause may be invoked by either party only if such party is using reasonable commercial efforts to mitigate or eliminate the cause of such delay or its effects.

bb) Terms and Conditions in the Master Agreement that Do Not Apply to this Participating Addendum:

Terms or conditions contained in the Master Agreement that do any of the following are not applicable to this PA:

- Waive the sovereign immunity of the State;
- Subject the State, its agencies, or political subdivisions to the jurisdiction of the courts of other states;

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- Limit the time in which the State, its agencies, or political subdivisions may bring a legal claim to a period shorter than that provided in Alabama law;
- Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Alabama Code;
- Require the State, its agencies, or political subdivisions of the State to accept arbitration or to waive right to a jury trial;
- Require indemnification not specifically authorized by the Alabama legislature or subject to appropriation (pursuant to Alabama Code); or
- Hold employees, officers, or political subdivisions of the state of Alabama personally liable.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

cc) Quote Requirement:

All quotes to end users shall include the catalog price as well as the discounted price. An awarded vendor may offer volume discounts for large quantity purchases.

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.