1. Introduction

A. Parties
This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Panasonic I-Pro Sensing Solutions Company of America (hereinafter “Vendor”), with its principal place of business at 800 Gessner Rd., #700, Rolling Meadows, IL 77024.

B. Compliance with Procurement Laws

C. Order of Precedence
For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement Template; Exhibit 1, Vendor’s Response to RFO DIR-CPO-TMP-443, including all addenda; and Exhibit 2, DIR-CPO-TMP-443, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract
The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.
3. **Product and Service Offerings**

   A. **Products**
   Products available under this Contract are limited to law enforcement, surveillance and security monitoring, emergency preparedness, disaster recovery technology products and related services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer’s product line which was not included in the Vendor’s response to the solicitation described in Section 1.B above.

   B. **Services**
   Services available under this Contract are limited to law enforcement, surveillance and security monitoring, emergency preparedness, disaster recovery technology products and related services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. **Pricing**
   Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. **DIR Administrative Fee**
   A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract three-quarters of one percent (0.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000.00 shall be $750.00.

   B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. **Notification**
   All notices under this Contract shall be sent to a party at the respective address indicated below.

   **If sent to the State:**
   Hershel Becker or Successor in Office
   Department of Information Resources
   300 W. 15th St., Suite 1300
   Austin, Texas 78701
   Phone: (512) 475-4700
If sent to the Vendor:
William Brennan
Panasonic I-Pro Sensing Solutions Company of America
800 Gessner Rd. #700
Rolling Meadows, IL  77024
Phone: (224) 575-6046
Email: William.brennan@us.panasonic.com

7. Software License and Service Agreements

A. Software License Agreement
   1) Customers acquiring software licenses under the Contract shall hold, use and operate
      such software subject to compliance with the Software License Agreement. Customer and
      Vendor may agree to additional terms and conditions that do not diminish a term or condition
      in the Software License Agreement, or in any manner lessen the rights or protections of
      Customer or the responsibilities or liabilities of Vendor. Order Fulfiller shall make the Software
      License Agreement terms and conditions available to all Customers at all times.
   
   2) Compliance with the Software License Agreement is the responsibility of the Customer.
      DIR shall not be responsible for any Customer’s compliance with the Software License
      Agreement.

B. Shrink/Click-wrap License Agreement
   Regardless of any other provision or other license terms which may be issued by Vendor after
   the effective date of this Contract, and irrespective of whether any such provisions have been
   proposed prior to or after the issuance of a Purchase Order for products licensed under this
   Contract, or the fact that such other agreement may be affixed to or accompany software
   upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall
   supersede. It is the Customer’s responsibility to read the Shrink/Click-wrap License
   Agreement and determine if the Customer accepts the license terms as amended by this
   Contract. If the Customer does not agree with the license terms, Customer shall be
   responsible for negotiating with the reseller to obtain additional changes in the
   Shrink/Click-wrap License Agreement language from the software publisher.

C. Service Agreement/Service Agreement Template
   Services provided under this Contract shall be in accordance with the Service
   Agreement/Service Agreement Template as set forth in Appendix D of this Contract. No
   changes to the Service Agreement terms and conditions may be made unless previously
   agreed to by Vendor and Customer. If utilizing the Service Agreement Template, the Vendor
   and Customer may agree to terms and conditions that do not diminish or lessen the rights or
   protections of the Customer or the responsibilities or liabilities of the Vendor.

D. Conflicting or Additional Terms
   1. In the event that conflicting or additional terms in Vendor Software License Agreements,
      Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental
      documents amend or diminish the rights of DIR Customers or the State, such conflicting
      or additional terms shall not take precedence over the terms of this Contract.
2. In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor’s initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

3. In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer’s authorized signatory.

4. Vendor shall not [without prior written agreement from Customer’s authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

5. If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

6. The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. **Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

   No exceptions have been agreed to by DIR and Vendor.

   (Remainder of this page intentionally left blank.)
This Contract is executed to be effective as of the date of last signature.

Panasonic I-Pro Sensing Solutions Corporation of America

Authorized By: ____________________________

Name: William Brennan

Title: President

Date: 2/11/2021

The State of Texas, acting by and through the Department of Information Resources

Authorized By: ____________________________

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 2/23/2021

Office of General Counsel: ____________________________