

**STATE OF SOUTH DAKOTA  
SERVICE CONTRACT**

Geo-Comm, Inc.  
1100 W St. Germain St, Ste 101  
St. Cloud, Minnesota 56301

State of South Dakota  
Department of Public Safety  
On behalf of the 9-1-1 Coordination Board  
118 W Capitol Ave  
Pierre, South Dakota 57501

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Referred to as Vendor

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Referred to as State

The State hereby enters into this agreement (“Agreement”) for services with Vendor in consideration of and pursuant to the terms and conditions set forth herein.

1. SCOPE OF SERVICES:

The Vendor will manage, maintain, and provide ongoing GIS data management services for the State in accordance with the terms and specifications set forth in this Agreement, which will include, but are not limited to: (a) aggregating and maintaining a statewide GIS dataset compliant with the NENA GIS Data Model (NENA-STA-006.2a-2022), incorporating data from all Public Safety Answering Points (PSAPs), county and municipal governments, and State agencies; (b) providing all tools, software, and secure web-based systems necessary to manage and maintain the GIS data throughout the contract period; (c) performing all data quality assurance and quality control activities, including identification and correction of ALI-to-centerline errors, MSAG-to-centerline errors, address point errors, and boundary gaps and overlaps; (d) managing the upload and provisioning of GIS data to the Spatial Interface on a daily basis, ensuring accurate integration with the Emergency Call Routing Function (ECRF) and Location Validation Function (LVF) in coordination with the NG911 System Service Provider (Lumen/Intrado); (e) ensuring all geospatial data meets NENA accuracy standards, including address point accuracy of  $\pm 10$  feet and road centerline accuracy of  $\pm 5$  feet, and is maintained in formats compatible with NG911 systems including ESRI File Geodatabase, Shapefile, and GeoJSON; (f) coordinating with the State, the PSAPs, and the NG911 System Service Provider to ensure data integrity, gap remediation, and ongoing compliance with NENA standards throughout the contract period; (g) maintaining and updating CAD and RapidSOS maps in coordination with CAD vendors to ensure consistency with the GIS routing data; (h) providing a secure browser-based portal for authenticated PSAP users to submit GIS edits, changes, and update requests; and (i) providing training, 24/7 customer support, and web-enabled reporting tools for GIS quality assurance and system status monitoring. All data and information collected in conjunction with this project shall remain the property of the State of South Dakota, and the Vendor shall not copy, use, or transfer such records except as necessary to fulfill contracted obligations.

The Vendor will perform these services and provide those deliverables as described in this Agreement and as more fully set forth in the technical response portion of Vendor’s

RFP response (“Technical Response)” attached hereto as Exhibit A and hereby incorporated by reference.

## 2. DELIVERABLES:

All deliverables or services provided or delivered by the Vendor under this Agreement shall be materially free from any defects in design, material, or workmanship and in accordance with the Agreement. If any deliverables or services provided or delivered by the Vendor are found to be defective in material or workmanship, or do not conform to applicable specifications or warranties found in this Agreement, the State shall have the option of returning, repairing, or replacing the defective deliverables or services at the Vendor’s expense. The State’s payment for any deliverables or services shall not constitute the State’s acceptance. The State’s payment or acceptance of any deliverables or services shall not relieve the Vendor of any of its obligation under this Agreement. The Vendor’s unauthorized substitution of any deliverables, components or services set forth in this Agreement, without the written consent of the State, shall constitute a material breach of this Agreement.

The Vendor shall provide the following deliverables throughout the term of the Agreement:

- (a) **Statewide GIS Dataset** - A fully aggregated, NENA-compliant statewide GIS dataset maintained as feature classes in an ESRI File Geodatabase in WGS 84 Latitude/Longitude projection, including Road Centerlines, Site/Structure Address Points, PSAP Boundaries, Emergency Services Boundaries, and Provisioning Boundaries, updated on a continuous basis.
- (b) **Daily GIS Corrections and Uploads** - Daily provisioning of corrected and validated GIS data to the NG911 System Service Provider's Spatial Interface, ECRF, and LVF systems, with documented correction logs.
- (c) **QA/QC Reports** - Regular quality assurance and quality control reports identifying data errors, correction status, and outstanding issues, including web-enabled reporting accessible to the State and PSAP stakeholders. QA/QC results shall be made available in both desktop and shapefile formats for ease of review and cleanup.
- (d) **Gap Analysis and Remediation Documentation** - An initial gap analysis report identifying errors and discrepancies within local PSAP datasets, followed by ongoing remediation tracking documentation with defined timelines and escalation procedures for unresolved errors.
- (e) **CAD Map Updates** - Documented updates to CAD and RapidSOS mapping systems for all PSAPs, coordinated with respective CAD vendors, to ensure synchronization with the current GIS routing dataset.

- (f) **Secure Web Portal** - A fully operational, secure browser-based portal for authenticated PSAP users to submit GIS data uploads, edits, and change requests, with multi-county and multi-dataset upload capability.
- (g) **Data Grading Reports** - Periodic grading reports providing an assessment of GIS data quality at the county level and statewide, identifying areas requiring improvement and tracking progress over time.
- (h) **Training Materials and Sessions** - Training documentation and sessions for local 911 entities on the change management process, portal usage, and data submission workflows.
- (i) **Statewide Dataset for Sharing** - A maintained, accessible statewide GIS dataset available for download and sharing by authorized governmental entities, including other GIS stakeholders and approved public safety agencies.
- (j) **Monthly Status Reports** - Monthly written status reports to the State summarizing data management activities, correction volumes, outstanding issues, system status, and any coordination actions taken with the NG911 System Service Provider.

3. PERIOD OF PERFORMANCE:

The Vendor's services under this Agreement shall commence on April 1, 2026 and end on March 31, 2031, unless terminated sooner pursuant to the terms hereof. The State may choose to renew this Agreement in writing for an additional five (5) year term. If the State chooses to exercise the renewal option, the Vendor may increase the annual fees by five percent each year.

4. USE OF EQUIPMENT, SUPPLIES, AND FACILITIES:

The Vendor will not use State equipment, supplies or facilities.

5. VENDOR IDENTIFICATION:

Upon execution of this Agreement, Vendor will provide the State with Vendor's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

6. CONTRACT AMOUNT AND PAYMENT:

The State will make payment for recurring services listed under the "Per Item Costs" as set forth in the Cost Proposal, attached hereto as Exhibit B and hereby incorporated by reference. Recurring services includes all services listed under "Per Item Costs". The State will pay \$16,187.95 monthly during the first year of the Agreement; \$16,997.35

monthly during the second year of the Agreement; \$17,847.22 monthly during the third year of the Agreement; \$18,739.58 monthly during the fourth year of the Agreement; and \$19,676.57 monthly during the fifth year of the Agreement. The first payment will be made on the first of the month following contract execution or June 1, 2026, whichever is later. Subsequent payments will be made monthly upon satisfactory completion of the preceding month's services.

The State will purchase the GIS Services data packaging for CAD systems and the RapidSOS Unite GIS at a cost of \$20,556.36 as listed in line 6.2.4 of Exhibit B.

During the term of this Agreement, the State may utilize up to 100 hours of Consulting Services at the cost provided in the "Value Added Costs" section of Exhibit B.

The TOTAL CONTRACT AMOUNT WILL NOT EXCEED \$1,131,833. The State will not pay Vendor's expenses as a separate item. Payment will be made pursuant to invoices submitted by Vendor to the State, and consistent with SDCL ch. 5-26.

7. The Vendor hereby grants to the State as applicable under this Agreement, a nonexclusive, irrevocable, perpetual, fully paid up, royalty-free, worldwide right and license to use, reproduce, modify, distribute copies of, perform, display, and prepare derivative works based upon, the deliverables developed specifically for the State under this Agreement and owned by the Vendor, and to authorize others to do the same for the State's internal purposes. The foregoing grant shall be in addition to, and shall not be construed to limit, any rights, licenses and privileges as may be granted in any license agreement(s) applicable to the deliverables. The Vendor agrees that neither the Vendor nor any agent, affiliate or subcontractor of the Vendor shall charge the State any royalty, license fee, or similar charge for any deliverable that was created or developed under a separate agreement using funds provided by the U.S. Federal Government whether through a cooperative agreement or otherwise.
8. In the event that a deliverable is intellectual property owned by a third party, is a derivative work based upon third party intellectual property, or is a compilation that includes third party intellectual property, the Vendor shall as applicable under this Agreement, secure on behalf of and in the name of the State, an irrevocable, nonexclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the third party intellectual property, and to authorize others to do the same on the State's behalf.
9. WARRANTIES:
  - A. The Vendor represents and warrants that the deliverables in whole and in part shall be free from material deficiencies; and shall meet, conform to and operate in accordance with all specifications and in accordance with this Agreement for duration of this Agreement after final acceptance. During the production phase after final acceptance, the Vendor shall, at its expense, repair, correct or replace any deliverable that

contains or experiences material deficiencies or fails to meet, conform to or operate in accordance with specifications in a timely manner. The Vendor understands that time is of the essence in this Project. In accordance with the terms of services included in this Agreement, the Vendor shall be available at all reasonable times to assist the State with questions, problems and concerns about the deliverables; will inform the State promptly of any known deficiencies in any deliverables; and will repair and correct any deliverables not performing in accordance with this Agreement.

- B. The Vendor represents and warrants that it is fully aware of the State's business requirements and intended purposes and uses for the deliverables as set forth herein and the deliverables shall satisfy such requirements in all material respects and are fit for such intended purposes and uses.
- C. The Vendor represents and warrants that it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the services and deliverables to the State hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the State hereunder without violating any rights of any third party. The Vendor further represents and warrants that it has not and will not grant any rights in any deliverables to any third party that are inconsistent with the rights granted to the State herein; and that the State shall peacefully and quietly have, hold, possess, use and enjoy the deliverables without suit, disruption or interruption.
- D. The Vendor represents and warrants that: (a) the deliverables and all intellectual property rights therein and related thereto; and (b) the State's use of, and exercise of any rights with respect to, the deliverables and all intellectual property rights therein and related thereto as provided by the Vendor and in accordance with this Agreement, do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Vendor further represents and warrants there is no pending or threatened claim, litigation or action known to the Vendor that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the deliverables. The Vendor shall inform the State in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Vendor shall, at the State's request and at the Vendor's sole expense: (a) procure for the State the right or license to continue to use the deliverable at issue; (b) replace such deliverable with a functionally equivalent or superior deliverable free of any such infringement, violation or misappropriation; (c) modify or replace the affected portion of the deliverable with a functionally equivalent or superior deliverable free of any such infringement, violation or misappropriation; or (d) accept the return of the deliverable at issue and refund to the State all fees, charges and any other amounts paid by the State under this Agreement or any related agreement with respect to such

deliverable. In addition, the Vendor agrees to indemnify, defend, protect and hold harmless the State and the State and their officers, directors, employees, officials and agents as provided in the indemnification section of this Agreement, including for any breach of the representations and warranties made by the Vendor in this section, except to the extent such claim arises from (i) modifications to the deliverables not made by or on behalf of the Vendor, (ii) use of the deliverables in combination with materials not provided by the Vendor, or (iii) use of the deliverables in a manner not permitted under this Agreement. Such specific guarantee in no way limits the applicability of the indemnification section to all sections of this Agreement. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the State and shall survive termination of this Agreement.

- E. The Vendor represents, warrants and covenants that all services to be performed under this Agreement shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and specifications of this Agreement and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a specification for the performance of any portion of this Agreement, the parties agree that the applicable specification shall be the generally accepted industry standard.
- F. All warranties made by the Vendor in this Agreement, whether or not this Agreement specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the State, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor.
- G. The Vendor represents, warrants and covenants that it has no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- H. All warranties provided for in this Agreement shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to the State. The references in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.
- I. In the event of any breach of any warranty or representation by the Vendor, and upon notice and a request to cure by the State (whether written, electronic, or telephonic), the Vendor shall immediately begin work on curing such breach(es). Qualified and knowledgeable representatives will continue to address and work to remedy the deficiency, failure, malfunction, defect, or problem at the site if necessary. The rights

and remedies provided in this paragraph are in addition to any other rights or remedies provided in this Agreement or by law.

#### 10. INDEMNIFICATION:

Vendor agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise to the extent caused as a result of an act or omission in performing services under this Agreement. Vendor shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Vendor's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Vendor shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Vendor, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Vendor in the defense. This section does not require Vendor to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

Vendor's total cumulative liability under this Section shall not exceed the total amount of fees paid or payable to Vendor under this Agreement.

Every person who is a party to the Agreement is hereby notified and agrees that the State, and all of its employees, agents, successors, and assigns are immune from liability and suit for or from the Vendor's and/or subcontractors' activities involving third parties and arising from the Agreement. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by the State of any immunities from suit or from liability that the State may have by operation of law.

#### 11. INSURANCE:

At all times during the term of this Agreement, the Vendor shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

##### A. Commercial General Liability Insurance:

Vendor shall maintain occurrence-based commercial general liability insurance or equivalent form of coverage with a limit of not less than one million dollars (\$1,000,000) for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not

hereby waive sovereign immunity for discretionary conduct as provided by law.

**B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:**

Vendor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than one million dollars (\$1,000,000).

**C. Business Automobile Liability Insurance:**

Vendor shall maintain business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) for each accident. This insurance shall include coverage owned, hired and non-owned vehicles.

**D. Worker's Compensation Insurance:**

Vendor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Vendor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Vendor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Vendor shall furnish copies of insurance policies if requested by the State.

**12. TERMINATION:**

This Agreement may be terminated by the State upon 90 days written notice. In the event the Vendor breaches any of the terms or conditions hereof, gives any false or misleading information to either party hereto upon thirty (30) days written notice. In the event Vendor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for a breach is affected by the State, any payments due to Vendor at the time of termination may be adjusted to cover any additional costs to the State because of Vendor's breach. Upon termination the State may take over the work and may award another party a contract to complete the work contemplated by this Agreement. If after the State terminates for a breach by Vendor it is determined that Vendor was not at fault, then Vendor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

**13. SURVIVAL FOLLOWING TERMINATION:**

Any terms of this Agreement that would, by their nature or through the express terms of this Agreement, survive the expiration or termination of this Agreement shall so survive including but not limited to the terms of sections Indemnification and Controlling Law and

Venue.

#### 14. FUNDING:

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grants expenditure authority, or funds become unavailable by operation of law or federal fund reductions, this Agreement will be terminated by the State upon five (5) business days written notice. Vendor agrees that termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State or any officer, agent or employee of the State, and Vendor waives claim against the same.

#### 15. CERTIFICATIONS

##### A. COMPLIANCE WITH EXECUTIVE ORDER 2020-01:

Executive Order 2020-01 provides that for contractors, vendors, suppliers or subcontractors with five (5) or more employees who enter into a contract with the State that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this Agreement, Vendor certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Vendor further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

##### B. COMPLIANCE WITH SDCL ch 5-18A:

Vendor certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

By signing this Agreement, Vendor certifies that neither Vendor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Vendor further agrees that it will immediately notify the State if during the term of this Agreement, Vendor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

D. CERTIFICATION NO STATE LEGISLATOR INTEREST:

Vendor (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Vendor hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

16. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to **Jason Husby** on behalf of the State, and by and to **Sadie Duncomb**, on behalf of Vendor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

17. CONTROLLING LAW AND VENUE:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

18. INDEPENDENT VENDOR:

While performing services hereunder, Vendor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

19. THIRD PARTY BENEFICIARIES:

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

20. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

21. COMPLIANCE

Vendor will comply in full with all federal, tribal, state and local laws, regulations, ordinances, guidelines, permits, requirements and other standards applicable to the services provided under this Agreement and will be solely responsible for obtaining current information regarding the foregoing. Nothing herein shall constitute a waiver by the State to any defense to jurisdiction nor shall anything herein constitute an acknowledgement by the State that any tribe has or exercises any jurisdiction over this Agreement or the parties.

22. REPORTING:

Vendor agrees to report to the State any event encountered in the course of performance of this Agreement which results in an injury to any person or property, or which may otherwise subject Vendor, or the State of South Dakota or its officers, agents or employees to liability. Vendor shall report any such event to the State immediately upon discovery.

Vendor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Vendor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to

the State under this section shall not excuse or satisfy any obligation of Vendor to report any event to law enforcement or other entities under the requirements of any applicable law.

#### 23. SUBCONTRACTING:

Vendor may not use subcontractors to perform the services described herein without the express prior written consent of the State. Vendor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Vendor will cause its subcontractors, agents, and employees to comply with applicable federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits and other standards and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. Vendor shall assist in the vetting process.

#### 24. STATE PROPRIETARY INFORMATION:

For purposes of this Agreement, "State Proprietary Information" shall include all information disclosed to the Vendor by the State. The Vendor acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. The Vendor shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; or (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information. Vendor is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Vendor shall protect the confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. Vendor agrees to return all information received from the State to the State's custody upon the end of the term of this Agreement, unless otherwise agreed in a writing signed by both parties. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Vendor; (ii) was known to Vendor without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Vendor without the benefit or influence of the State's information; or (v) becomes known to Vendor without restriction from a source not connected to the State of South Dakota. The State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. The Vendor understands that this information is confidential and protected under State law and

agrees to immediately notify the State if the information is disclosed, either intentionally or inadvertently. The Vendor acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Vendor will be required to undergo investigation.

#### 25. NOTIFICATIONS OF DATA BREACHES:

Immediately upon becoming aware of a data compromise or of circumstances that could have resulted in unauthorized access to, disclosure of, alteration of, or use of State data, Vendor will notify the State, fully investigate the incident, and cooperate fully with the State's investigation of, analysis of, and response to the incident. In addition, the Vendor shall inform the State of the actions it is taking or will take to reduce the risk of further loss to the State. Except as otherwise required by law, the Vendor shall provide notice of the incident to the State only. The State shall then give notice to the person or entity whose data may have been involved, to regulatory agencies, and to other entities. This procedure is adopted for the purpose of promoting clarity of reporting and avoiding confusion and double reporting. Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to the State under law or equity, the Vendor will reimburse the State in full for all costs incurred by the State in investigation and remediation of such data compromise, including but not limited to providing notification to third parties whose data was compromised and to regulatory agencies or other entities as required by law or contract; the offering of 5 years of credit monitoring to each person whose data was compromised; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the data compromise.

#### 26. QUALITY OF SERVICES:

The Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Vendor and any subcontractors, if applicable, under this Agreement. It shall be the duty of the Vendor to assure that the services and the system are technically sound and in conformance with all pertinent Federal, State and local statutes, codes, ordinances, resolutions and other regulations. The Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.

#### 27. PROPERTY OF THE STATE:

Vendor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein created specifically for the State by the Vendor in connection

with its performance of services under this Agreement shall belong to and are the property of the State and will not be used in any way by the Vendor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

28. STATE'S RIGHT TO REJECT:

The State reserves the right to reject any person from performing services under this Agreement who the State believes would be detrimental to the services, presents insufficient skills, presents inappropriate behavior or is considered by the State to be a security risk.

29. SEVERABILITY:

In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

30. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

31. FORCE MAJEURE:

Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, earthquake or any act of God, or other causes beyond the party's reasonable control provided, however, that in order to be excused from delay or failure to perform, the party must act diligently to remedy the cause of such delay or failure and must give notice to the other party as provided in this Agreement as soon as reasonably possible of the length and cause of the delay in performance.

32. WAIVER OF BREACH:

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision in this Agreement.

33. HEADINGS:

The headings in this Agreement are for convenience and reference only and shall not govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

34. AUTHORITY TO EXECUTE:

A. The execution, delivery and performance of this Agreement has been duly authorized by Vendor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Vendor to enter into this Agreement and perform its obligations under this Agreement;

B. Vendor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Vendor will conduct business in connection with this Agreement; and

C. Vendor has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Vendor's performance of the services. Vendor will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

35. SOVEREIGN IMMUNITY:

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers or employees.

36. DISCLOSURE OF THE CONTRACT:

Neither party shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. The Vendor acknowledges that the State of South Dakota and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including, without limitation, posting this Agreement on the website pursuant to SDCL 1-27-46. The Vendor agrees that the Agreement and any prices, fees and rates agreed to be paid by the State under the Agreement are not confidential.

37. BUREAU OF INFORMATION AND TECHNOLOGY:

Pursuant to South Dakota Codified Law 1-33-44, the Bureau of Information and Technology ("BIT") oversees the acquisition of office systems technology, software and services; telecommunication equipment, software and services; and data processing equipment, software, and services for departments, agencies, commissions, institutions, and other units of state government. BIT requires the contract provisions which are attached to this Agreement as Exhibits C, and hereby incorporated into this Agreement by

reference. It is understood and agreed to by all parties that BIT, as the State's technology governing organization, has reviewed only the technical provision of this Agreement and Exhibits C.

38. STATE ACKNOWLEDGEMENT:

The State acknowledges that it has complied with the requirements of SDCL 5-18D-17 to 5-18D-21 inclusive and RFP# 25RFP14230 was issued for this service.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

VENDOR

\_\_\_\_\_  
Robert Perry  
Cabinet Secretary  
South Dakota Department of Public Safety

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Kelly Serr  
Board Chair  
South Dakota 911 Coordination Board

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
South Dakota Bureau of Information and Technology

Date: \_\_\_\_\_

- State Agency Coding (MSA Center) \_\_\_\_\_.
- State Agency MSA Company for which contract will be paid \_\_\_\_\_.
- Object/subobject MSA account to which voucher will be coded \_\_\_\_\_.
- Name and phone number of contact person in State Agency who can provide additional information regarding this contract: Jason Husby 605-773-3264