

Information Technology (IT) Software and Subscription Terms

November 13, 2025



Conference Speakers



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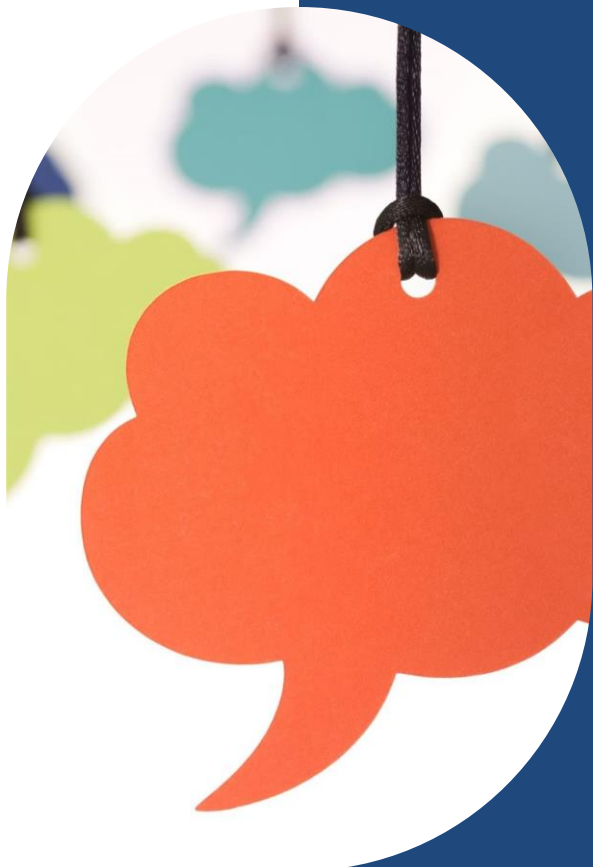
Agenda



- What is considered cloud?
- How do I know which contract to use and what are the steps?
- New National Association of State Procurement Officials (NASPO) Cloud contract pending
- Sample End-User License Agreement (EULA) negotiation

01

What is Cloud?



What is Considered Cloud Services

- Computing resources such as storage, servers, software and networking, that are all delivered over the internet.
- Cloud Services Providers (CSPs) offer these services on-demand, allowing users to access them through the internet using a computer with internet connection.
- This includes:
 - (IaaS) Infrastructure as a Service
 - (SaaS) Software as a Service
 - (PaaS) Platform as a Service
 - (XaaS) Anything as a Service

IaaS – Infrastructure as a Service

Cloud computing services offer essential compute, storage, and networking resources on demand, on a pay-as-you-go basis.



PaaS – Platform as a Service

- Complete development and deployment environment in the cloud.
- Resources enable you to deliver simple cloud-based apps to sophisticated, cloud-enabled enterprise applications.
- Complete cloud environment includes everything a developer needs.



SaaS – Software as a Service

- A way of delivering applications over the internet – as a service.
- SaaS applications run on a SaaS provider's servers.
- The provider manages access to the application, including security, availability, and performance.



XaaS – Anything as a Service

This category has greatly evolved over the last few years and includes:

- Contact Center as a Service (CCaaS)
- Unified Communications as a Service (UCaaS)
- Utilities as a Service (UaaS)



02

Which Contract Should I Use?



NASPO SVAR

- SVAR - Software Value Added Reseller
- When purchasing software (including SaaS), maintenance, and support



NASPO Cloud

- SaaS—*need a Business Case Exception (BCE) from the NASPO SVAR contract first*
 - *(UW campuses no longer need a BCE)*
- IaaS
- PaaS
- XaaS
- Professional Services—*accompanying a XaaS purchase*

Software Purchases – Extra Steps

- Make sure your IT Department is aware of your purchase.
- Develop requirements if there is not a known solution.



Cloud Purchases – Extra Steps

- Purchasing a new cloud solution?
 - Need to email the NASPO SVAR/NASPO Cloud contract manager with what you are looking to purchase.
- If completing a new cloud purchase through the NASPO Cloud Contract, make sure to execute an Engagement Addendum (EA).
- Cloud Brokerage Review (CBR) and Architecture Review – if applicable.



03

New NASPO Cloud Contract – September 2026



NASPO Cloud – New Contract

- The new contract has been awarded to 58 vendors.
- New Master Agreements (MAs) are being negotiated with the 58 vendors.
- The goal is for the new Participating Addendums (PAs) to be executed by September 15, 2026.
- This new portfolio's scope has been changed to include the on-premises category.

04

Negotiating End User Licensing Agreements (EULA)



Software License Basics

- Every license document is unique.
- Unlike most agency contracting where the contract “anchor” is the State document, software licenses are originally written by the publisher.
- License provisions are written to protect the publisher’s intellectual property and contractual rights.



Purpose and Definition

Make sure the “Customer” is as broad as possible in this introduction to allow as many users as possible to be included.

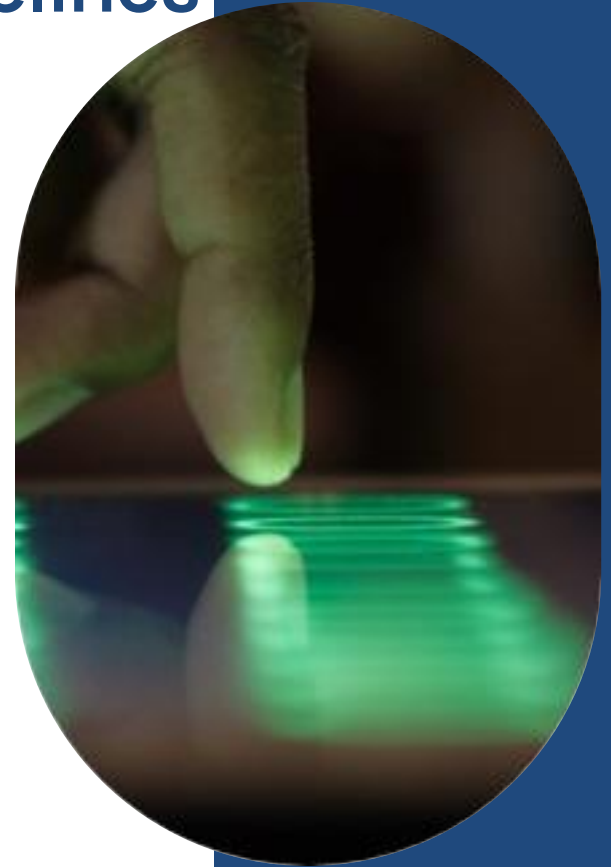
- “The State of Wisconsin as represented by its Department of Workforce Development” rather than “The Department of Workforce Development”.

Ensure all capitalized terms and acronyms are included in the Definitions section to avoid misinterpretation.

- Make sure the definitions from the original solicitation are properly reflected.
- Thorough definitions expand protections.
- Avoid definitions within definitions.

Web Content Accessibility Guidelines

Contractor shall comply with the Americans with Disabilities Act (ADA) in a manner consistent with the W3C Web Content Accessibility Guidelines (WCAG), version 2.1 (“WCAG 2.1”), at conformance levels A and AA for all Products and Services provided under the Master Contract.



Artificial Intelligence (AI)



- No generative AI
- Limit the use of AI on contracts
- Department of Enterprise Technology (DET) is working on an AI policy

Cleaning Up Terms and Conditions

Delivery

Assignment

Intellectual Property (IP) Infringement

Audit

Entire Agreement

Indemnification

License grant

Usage

Data Location

Delivery

Original: “Delivery” is the point that the software license key is provided, or the account is created.



Assignment

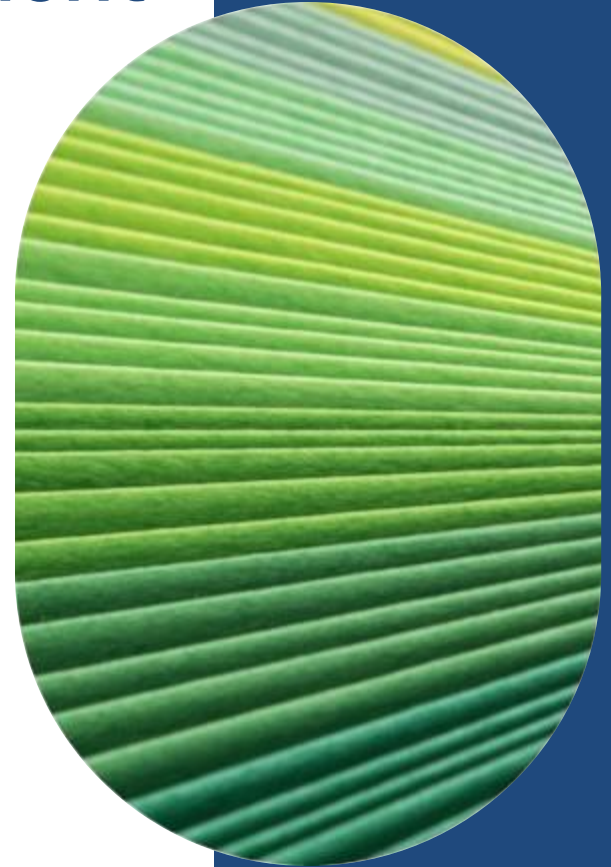


Clause from Licensor:

Licensor may assign without notice to or approval from the customer.

Intellectual Property Infringement

Licensee will indemnify, defend, and hold harmless Licensor from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) which result from any claim or allegation against the Licensor arising from Licensee's use of the Software or its breach of any term of this Agreement.



Audit

Clause from Licensor:

Licensor may audit Licensee's use of the Software. Licensee shall cooperate with Licensor and provide reasonable assistance and access to information. Licensee shall pay within thirty (30) days of written notification any fees applicable to Licensee's use of the Software in excess of Licensee's license rights. If Licensee does not pay, Licensor can terminate Licensee's technical support, licenses and/or this Agreement.



Entire Agreement

Clause from Licensors:

The Agreement constitutes the entire agreement between Licensors and the Licensee in respect of the subject matter of the Agreement.



Indemnification

The Licensee hereby indemnifies and holds Licensor harmless from any claim, damages, penalty or fine as a result of the Client failing to comply with its obligations under this clause, including all legal costs incurred on an attorney-and-own-client basis.

License Grant

The Licensor grants to the Licensee a limited, non-exclusive and non-transferable right to use the Software for its own internal business purposes on computers identified in the Order that are located at the Designated Site.



Use of Product

Watch out for limitations on how a license can be utilized.

- May limit the number of connections with Application Programming Interface's (API) or connections to other software.
- Could be limited to specific locations or IP addresses.

Data Location

Licensee will host the purchased instances in data centers located in the geographic region specified on the Order Form which have attained SSAE 18 Type 2 attestations or have ISO 27001 certifications (or equivalent or successor attestations or certifications).



Questions



Thank You!

November 13, 2025: 9:30 am – 11:45 am

	Workshop A		Workshop B	
Breakout Session 1 9:30 – 10:30 am	Building Trust Through Contracts, Code, and Supply Chains		WisPro: How Can We Help You?	
10:30 – 10:45 am	Break			
	Workshop A	Workshop B	Workshop C	
Breakout Session 2 10:45 – 11:45 am	IT Software / Subscription Terms	Unlocking the Contract Toolbox: From Discovery to Delivery	STAR Analytics	

