

DEPARTMENT OF INFORMATION TECHNOLOGY
P.O. Box 17209
Raleigh, NC 27619-7209



STATE OF NORTH CAROLINA

North Carolina Department of Information Technology

MEMORANDUM OF AGREEMENT

BETWEEN

**NC DEPARTMENT OF INFORMATION TECHNOLOGY,
ENTERPRISE SECURITY RISK MANAGEMENT OFFICE**

AND

[EXEMPT ENTITY NAME]

REGARDING

SECURE NC – TANIUM PROGRAM

April 30, 2026

1. Definitions

Effective Date - This Agreement is effective upon the signature of both parties. The date of the last signature shall be deemed this Agreement's Effective Date.

Eligible Participant(s) - Local Government Entities defined by N.C.G.S. 143B-1320(13) and the University of North Carolina and its constituent institutions.

Local government entity - A local political subdivision of the State, including a city, a county, a local school administrative unit as defined in G.S. 115C-5, or a community college.

Security Features – Information that describes security features of electronic data processing systems, information technology systems, telecommunications networks, or electronic security systems, including hardware or software security, passwords, or security standards, procedures, processes, configurations, software, and codes, is confidential (N.C.G.S 132-6.1(c)).

2. Background

G.S. §143B-1321(a)(2) authorized the North Carolina Department of Information Technology (NCDIT) to provide information technology support to local entities and others. NCDIT is further empowered to identify and develop projects to facilitate the consolidation of information technology support, and projects. G.S. §143B-1322(c)(2) further authorizes the State Chief Information Officer (State CIO) to ensure that information technology support is provided to local government entities and others as appropriate.

Under a Statewide IT Term Contract (STC) with Tanium, NCDIT is permitted to share software licenses with Eligible Participants. Pursuant to G.S. §143B-1321, NCDIT has developed a Program (Program) to allow Local government entities and the University of North Carolina System and its constituent institutions (Participants) to leverage Tanium, an endpoint and security management platform that provides real time visibility into vulnerabilities and threats. Tanium is designed to identify and patch vulnerabilities, reduce blind spots, and enable proactive risk management by consolidating security and operational data in one platform.

NCDIT will timeshare its Tanium software licenses with Participants for the term of this Agreement, licenses may only be used within NCDIT's cloud-hosted infrastructure. The Programs objective is to allow Participants the opportunity to use Tanium's capabilities during the term of this Agreement and enhance its cybersecurity environment at no cost for the term of this Agreement. The Program further allows for collaboration with other North Carolina entities on effective ways to support securing the state. Upon expiration of this agreement, there will be opportunities for continued renewal at no charge, contingent upon ongoing product usage and sustained program funding.

3. Purpose and Scope.

In conformity with G.S. §143B-1321, the purpose of this Agreement is to establish the terms and conditions under which NCDIT will share its software licenses, provide information technology support to Participants, operate the Program, and assist the Participant in the implementation and use of Tanium.

4. Responsibilities of NCDIT

NCDIT (DIT) agrees to:

- a. Provide temporary access to its Tanium software licenses solely for use within DIT's State-managed Tanium Cloud instance during the Program;
- b. Manage Tanium within the State-managed Tanium Cloud instance in accordance with the Statewide Information Security Manual;

- c. Activate and deactivate licenses as needed including but not limited upon termination of this Agreement, and ensure access is limited to designated Participant personnel;
- d. Provide reasonable operational and technical support related to the Program, and engage Tanium for escalated issues as needed;
- e. Notify the Participant in writing of all significant changes to the Program that could affect the Participant;
- f. Only use, share, or disclose Program Data to the extent necessary to fulfill its responsibilities under this Agreement or as expressly authorized in writing by the Participant.

5. Responsibilities of Program Participant

The Participant understands and acknowledges that participation in the Program is voluntary and contingent on DIT having available software licenses. Additionally, there is no requirement that the Participant procure any Tanium products upon the completion of the Program.

The Participant agrees to:

- a. Assign a primary point of contact to coordinate with DIT regarding all software licenses, and related assistance as set forth in this Agreement, and promptly report any changes in such contact to DIT in a timely manner;
- b. Participate in monthly touchpoint meetings with DIT to be scheduled over the course of the Program to share feedback and discuss progress;
- c. Use Tanium solely within DIT's state-managed environment;
- d. Submit all Participant personnel that need admin access to Tanium during the Program in writing to DIT's primary point of contact, and ensure that only designated, authorized personnel have access to Tanium during the Program;
- e. Provide any technical information required to configure and integrate its systems with DIT's state-managed environment, including but not limited to network range addresses and installation of the Tanium client agent on the Participant's workstations and servers, as directed by DIT;
- f. Provide to the DIT primary point of contact the names and email addresses of its designated personnel authorized to access and use the Tanium software during the Program. This information will be used solely for the purpose of managing access to the Tanium software;
- g. Comply with all applicable terms and conditions of the Tanium Negotiated License Agreement as if the Participant were the "Customer," but only to the extent such terms are relevant to the Participant's use of the Tanium software during the Program. **See Appendix A.** The Participant acknowledges and agrees that it is not a Tanium customer and is not afforded any rights, benefits, or remedies under the Tanium STC, and Tanium shall have no direct obligations to the Participant as a result of the Participant's compliance with such terms;
- h. Allow DIT to report aggregated and anonymized information, including but not limited to threat intelligence and technical indicators to other strategic partners for the purposes of information sharing and furthering the mission of Enterprise Risk Management Office and the Program;
- i. Allow DIT to report summary Program metric data to State executive leadership for the purposes of demonstrating the effectiveness and completeness of implementation of the Program;
- j. Not copy, transfer, or use licenses outside the DIT secure environment;
- k. Allow DIT to disclose and provide access to Participant's Security Feature data only to its employees and contractors who have a legitimate need to know such information to fulfill their

obligations under this Agreement. All DIT employees and contractors are bound to protect the Security Feature data from unauthorized use and disclosure in accordance with this Agreement, the SISM, and Statewide Data Classification & Handling Policy;

- I. If applicable, comply with G.S. 143B-1320(b), including obtaining any necessary approvals to participate in this DIT Program;
Cooperate with DIT in completing all required offboarding activities and comply with written offboarding instructions provided by DIT upon termination of this Agreement or expiration of the Program term.

6. Information to Be Shared

For purposes of the Program, the following information (Program Data) will be visible or shared with DIT:

- a. Authorized Personnel Data: The names and contact information of the Participants designated personnel authorized to access and use the Tanium software during the Program.
- b. Technical Integration Data: Participant system data and related technical information necessary to configure and integrate with DIT's state-managed infrastructure.
- c. Security Features: As a result of this Agreement, due to the functionality of the Tanium platform DIT will have visibility into cybersecurity information that Tanium makes available to the Participant related to its environment for oversight, reporting, and awareness. This information assists with continuous monitoring activities conducted by the Enterprise Security and Risk Management office to ensure awareness and remediation of vulnerabilities.

Confidentiality and Data Protection of Program Data

- a. DIT will handle all Program Data in accordance with the Statewide Information Security Manual, the Statewide Data Classification & Handling Policy, and all applicable state and federal laws. Security Features shall be classified as Restricted Data pursuant to the Statewide Data Classification & Handling Policy.
- b. The Participant retains full ownership of all data generated by or related to its environment during the Program. DIT may only access and use this data for the limited purposes set forth in this Agreement.
- c. Both Parties must comply with all applicable federal and state privacy and security laws, including but not limited to Chapter 132 of the North Carolina General Statutes, regarding the protection of confidential information where applicable.

7. Primary Point of Contact.

DIT Point of Contact

Participant Point of Contact

Name: Jen Fix

Name:

Email: jennifer.fix@nc.gov

Email:

Mobile: 919-754-6317

Mobile:

8. Term. The Program will have a term starting the Effective Date and will run until license true-up occurs on September 14, 2026.

9. Potential Continuation. DIT may, at its discretion, seek recurring legislative funding to continue the Program beyond the current term. Any continuation shall be subject to legislative appropriation and DIT maintaining an active underlying agreement with Tanium permitting this use.

10. Modifications to this Agreement. Any amendments or changes to this Agreement, must be in writing executed by both parties.

11. Termination. Either Party may terminate this Agreement by giving ten (10) business days written notice to the other Party. Such termination notice period shall not commence until receipt of the written notice by the other Party.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

13. Audit. The State Auditor shall have access to all persons and records in accordance with N.C.G.S. § 147-64.7 and other applicable laws or regulations.

14. Liability. The Participant acknowledges that NCDIT provides access to the Tanium software solely for the evaluation purposes under this Program. NCDIT makes no representations or warranties regarding the Tanium software and shall not be liable for any damages arising out of the Participant's use of Tanium software.

Each Party agrees to assume its own liability for any and all claims of any nature including all costs, expenses, and attorneys' fees that may in any manner result from or arise out of this Agreement.

15. Signatures

WHEREFORE, intending to be bound hereby, this Memorandum of Agreement is executed by the undersigned authorized representatives of each Party, effective as of the last date of execution by the Parties hereto. Each individual signing below warrants that they are authorized to execute this MOA and bind their respective entity to its terms.

Participating Entity: [Entity Name]

Signature

Date

Printed Name

Title

NC Department of Information Technology

Signature

Date

Printed Name

Title

Appendix A – Amendment 3 State Term Contract 208T – Tanium, Inc. Negotiated License Addendum

**AMENDMENT 3
STATE TERM CONTRACT 208T
TANIUM, INC. NEGOTIATED LICENSE ADDENDUM
DIT 400791-012**

THIS AMENDMENT is entered into by and between the **State of North Carolina Department of Information Technology (DIT)**, located at 3700 Wake Forest Road, Raleigh, North Carolina 27609, and Tanium, Inc. located at located at 1320 Ridder Park Dr San Jose CA 95131 (Vendor), collectively known as the Parties.

Whereas the Parties acknowledge that they entered into a Negotiated License Agreement (“Agreement”) for an initial term from the effective date of May 19, 2021, through and including July 31, 2024, with two optional one (1) year terms.

Whereas in Amendment #1, the Parties exercised the first optional one (1) year renewal from August 1, 2024, through and including July 31, 2025.

Whereas in Amendment #2, the Parties exercised the second optional one (1) year renewal from August 1, 2025, through and including July 31, 2026.

Whereas the Parties wish to amend the Agreement through this Amendment #3 in connection with the Pilot Program, as more fully described herein

The Parties hereby agree to amend the Agreement as set forth below.

1. The Parties agree to initiate a Pilot Program (“**Program**”) under which DIT may permit Eligible Participants to access and use the Tanium Software that DIT has procured or will procure pursuant to DIT’s Contract with Tanium’s Reseller, World Wide Technology LLC (RFQ DIT 400791-005). Eligible Participants are Local Government Entities defined by N.C.G.S. 143B-1320(13) and the University of North Carolina and its constituent institutions.
2. The Program allows Eligible Participants to test Tanium’s Software’s capabilities, evaluate Tanium’s Software firsthand, and experience the enhancements made to the Eligible Participants’ cybersecurity environment. The Parties acknowledge that the Program is intended to facilitate collaboration among North Carolina entities in identifying and implementing effective strategies to support a whole-of-state approach to cybersecurity.
3. Vender acknowledges and agrees that DIT has purchased licenses from Vendor’s Reseller, and that such licenses may be used by Eligible Participants. Use of the Licensed Software by these Eligible Participants, solely under DIT infrastructure and for the Eligible Participant’s internal purposes, shall not be deemed a violation of any term of this Agreement.
4. The State will incur no additional costs associated with the Program which has limited scope and duration and will be subject to the terms and conditions of the original Agreement, as modified herein.

5. The Program and the permission granted hereunder to the Eligible Participants shall remain in effect through July 31st, 2026, unless extended by mutual written agreement between the Parties.

External Use\General Business - Not Confidential

6. An Eligible Participant may participate in the Program provided that the State has a separate license allocated for every individual Eligible Participant's Entity who will use or benefit from the Licensed Software.

7. Each Eligible Participant shall comply with all applicable terms of this Agreement as if it were the Customer, but only to the extent the terms are relevant to the Eligible Participant's use of the Tanium software during the Program. DIT shall enter into a Memorandum of Agreement with each Eligible Participant that clearly defines the Eligible Participant's responsibilities under the Program.

8. DIT shall not be responsible or liable for any breach of this Agreement by the Eligible Participant. DIT shall cooperate in good faith with Vendor to facilitate enforcement of this agreement against any non-compliant Eligible Participant but shall not be deemed to guarantee the Eligible Participant's performance. Upon written notification by Vendor of an Eligible Participant's material breach of this Agreement, DIT agrees to deactivate the license(s) of the Eligible Participant.

9. Notwithstanding language in this Agreement, for the purposes of the Program, Tanium agrees that the use of the Eligible Participant's use of DIT's software licenses in this manner does not violate this Agreement or create additional liabilities or obligations by or for DIT under this Agreement including but not limited to the End User License Agreement.

10. Moreover, the Parties agree that DIT will amend its Contract with World Wide Technology, LLC, to incorporate this Amendment #3.

Except as modified herein, the Agreement continues in effect as written and agreed.