COOPERATIVE AGREEMENT NO. 26-38-08-HR
BETWEEN THE CITY OF SUNRISE
AND ACORDIS INTERNATIONAL CORP.

This Cooperative Agreement No. 26-38-08-HR (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Acordis International Corp., a Florida corporation (Contractor) this ___ day of _____, 20___.

In consideration of the mutual terms and promises set forth below, the City and Contractor agree as follows:

1. After competitive procurement, RFX Premier through the State of Montana (Awarding Entity) awarded Contractor Contract No. SPSD26-0563LS_CIS (Contract) for Data Communications effective June 16, 2026. A copy of the Contract is attached hereto as Exhibit I. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. **Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through September 30, 2033. The City reserves the right to renew, amend or extend this Agreement as the Awarding Entity renews, amends or extend its Contract.

3. **Agreement Price and Payments**. The Contractor will bill the City at the completion of each job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit II.

Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

4. <u>Notices</u>. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: Acordis International Corp.
2785 N Commerce Parkway
Miramar, FL 33025

If to City, to: Victoria Hernandez, Procurement Manager
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:

☒ a. **<u>Termination</u>.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

☒ **b. <u>Insurance Requirements</u>**. This provision shall supersede and replace Section 13 of the Contract and Section 13 of the Awarding Entity's procurement documents.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under

the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of CG 20 37 07 04, or CG 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise."

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to: Copy to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, FL 33351
purchasing@sunrisefl.gov

City of Sunrise
Attn: Risk Manager
Risk Management Office
10770 West Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

☒ **c. Indemnification.** This provision shall supersede and replace Section 12 of the Contract and Section 12 of the Awarding Entity's procurement documents.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable**, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES**. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

☒ **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers,

employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

☒ **e. <u>Assignment and Subcontracting</u>.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

☒ **f. <u>Public Records</u>.** The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL

(CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

☒ **g. Discriminatory Vendor List**. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

☒ **h. Scrutinized Companies**

i. Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

☒ **i. Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in

excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

☒ **j. Compliance with Laws.** The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

☒ **k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

☒ **l. E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

☒ **m. <u>Foreign Gifts and Contracts.</u>** Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §286.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of thisAgreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

☒ **n. <u>Prohibited Telecommunications Equipment.</u>** Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

☒ **o. <u>Antitrust Violations.</u>** The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

☒ **p. Entities of Foreign Concern.** The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 4, Notices, executed Exhibit "III" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 3. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

☒ **q. Human Trafficking**
Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit Exhibit "IV", the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

☒ **r. Emergency Response**
If this Agreement is for goods or services related to emergency response for a natural emergency and Contractor breaches this Agreement during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Contractor must pay City a $5,000 penalty plus damages, which shall be either actual and consequential damages or, if otherwise stated in this Agreement, liquidated damages, in accordance with Section 252.505, Florida Statutes.

6. Additional Provisions:

_____

_____

_____

_____

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order and Exhibit I, Exhibit II, Exhibit III and Exhibit IV shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail,

followed in precedence by the City's Purchase Order and Exhibit I, Exhibit II, Exhibit III and Exhibit IV, in that order.

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IN WITNESS WHEREOF, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

CITY OF SUNRISE

By: _____
Victoria Hernandez, Procurement Manager

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By:_____
Thomas P. Moss, City Attorney

ACORDIS INTERNATIONAL CORP.

By: _____

Print Name: _____

Print Title: _____

Date: _____

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Master Agreement Number SPSD26-0563LS_CIS
for
Data Communications
between
the State of Montana
and
Cisco Systems, Inc.

This Master Agreement is entered into by the State of Montana ("Lead Entity") and the following contractor (each a "Party" and collectively the "Parties") as a result of Solicitation Number SPB-RFP-2025-0563LS (the "RFP") for the purpose of providing Data Communications through the RFxPremier cooperative purchasing program:

Cisco Systems, Inc.
170 West Tasman Dr.
San Jose, CA 95134

MASTER AGREEMENT CONTACTS

Contractor's contact for this Master Agreement is:

Gigi Feril
Contracts Management Office Leader
aferil@cisco.com
408.424.0712

Lead Entity's contact for this Master Agreement is:

Lauren Spatzierath
Procurement Operations Manager
Lauren.Spatzierath@mt.gov
406.444.0118

TERM. This Master Agreement is effective as of the date of the last signature below, whichever is later, and will terminate on 09.30.2033 unless terminated sooner or extended or renewed in accordance with the terms set forth herein. Renewals totaling up to 3 years following the initial term may be exercised upon mutual agreement by the Parties.

ATTACHMENTS. This Master Agreement includes the following attachments:

Attachment 1: Supporting Materials
Attachment 2: Supporting Materials
Attachment 3: Scope of Work
Attachment 4: Cost Proposal

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SIGNATURE. The undersigned for each Party represents and warrants that this Master Agreement is a valid and legal agreement binding on the Party and enforceable in accordance with the Master Agreement's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Master Agreement and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement.

CONTRACTOR:	**LEAD ENTITY:**
Signed by: Jenn Baenziger E6F07852D6AF43C...	Signed by: John Thomas 49E3FEF749664B6...
Signature	**Signature**
Jenn Baenziger	John Thomas
Printed Name	**Printed Name**
Authorized Signatory	Chief Procurement Officer
Title	**Title**
6/16/2026	6/16/2026
Date	**Date**

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MASTER AGREEMENT

RFXPREMIER MASTER AGREEMENT TERMS AND CONDITIONS

1. Definitions

1.1 **Cloud Software** means a Contractor-hosted software offering as described in the applicable Cloud Offering Description purchased by Purchasing Entity; Purchasing Entity's license to use Cloud Software is set forth in Attachment 1.

1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that itself or through Fulfillment Partners delivers Products or performs Services under the terms set forth in this Master Agreement.

1.3 **Eligible Entity** means all states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations.

1.4 **Embedded Software** means one or more software applications which permanently reside on a computing device owned by the Purchasing Entity, and which are not otherwise subject to a term license. The Purchasing Entity's license to use such Software applications will be subject to the terms and conditions described in Attachment 1 hereto and incorporated in the Order by reference.

1.5 **Fulfillment Partner** means a third-party contractor and authorized by Contractor, and approved by a Participating Entity under a Participating Addendum, or other means, who may to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Products or Services under this Master Agreement and billing Purchasing Entity for such Products or Services. Contractor may, upon written notice to the Participating Entity, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to additional terms and conditions.

1.6 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.7 **Lead Entity** means the Entity administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.8 **Master Agreement** means the underlying agreement consisting of this Master Agreement and all related attachments executed by and between the Lead Entity, acting in cooperation with RFxPremier, and the Contractor, as now or hereafter amended.

1.9 **RFxPremier** is a division of the Procurement Professionals Alliance ("PPA"). RFxPremier facilitates administration of the PPA cooperative group contracting consortium for the benefit of states (as well as the District of Columbia and US territories), cities, counties,

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districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations. RFxPremier is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead Entity.

1.10 **Order** or **Purchase Order** means any purchase order, sales order, document used by a Purchasing Entity to order the Products or Services as authorized under the Master Agreement and/or a Participating Addendum, if applicable, processed by Contractor's Fulfillment Partner and accepted by Contractor in accordance with Section 7 herein. Each Order or Purchase Order includes and incorporates by reference the Master Agreement and Participating Addendum, if applicable. An accepted Order or Purchase Order may include Supporting Materials, provided that Supporting Materials are subject to the Order of Precedence listed in Section 3.1 - Order.

1.11 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity or other entity-specific terms and conditions, etc.).

1.12 **Participating Entity** means an Eligible Entity that is properly authorized to enter into, and has executed a Participating Addendum, or an Order against this Master Agreement, as applicable.

1.13 **Product** or **Products and Services** means any equipment, Software (including Embedded Software and Cloud Software), service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services supplied or created by the Contractor pursuant to this Master Agreement (including those that constitute "Cisco Offers" as described in and subject to the terms of Attachment 1, but exclude any Third-Party Products as defined in Section 14.3 (Third-Party Goods and Services) below.

1.14 **Published Specifications** mean the applicable user manual, acceptable use policies, privacy and product data sheets, and other corresponding documents published by Contractor that are customarily available to end users of the Product(s).

1.15 **Purchasing Entity** means an Eligible Entity that issues a Purchase Order, that is processed by a Fulfillment Partner and accepted by Contractor as described in Section 7, against 1) the Master Agreement or 2) a Participating Addendum and becomes financially committed to the purchase.

1.16 **Services** means services that are in scope of this Master Agreement and are supplied or created by Contractor pursuant to this Master Agreement (including Attachment 1).

1.17 **Software** means the binary image of Contractor computer programs (including Upgrades) which could be a downloadable file, delivered on physical media, pre-

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installed on the on-premise computer system, resident in ROM/Flash (system memory) or cloud-hosted and purchased from Contractor. For clarity, Software also includes Embedded Software and Cloud Software. Purchasing Entity's license to use Software is set forth in Attachment 1.

1.18 **Statement of Work ("SOW")** means a written document agreed between Contractor and Purchasing Entity that defines Services and deliverables to be provided to the Purchasing Entity pursuant to this Master Agreement.

1.19 **Supporting Materials** means materials and documents which the parties identify as incorporated in an Order or Purchase Order either by attachment or reference. Supporting Materials may include (as examples) product lists, hardware or software specifications, negotiated service descriptions, and statements of work (SOWs), and user agreements, and may be available to Participating Entity in hard copy or by accessing a designated Contractor website.

2. Term of Master Agreement

2.1 **Initial Term.** The initial term of this Master Agreement is for seven (7) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead Entity's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The additional years may be in increments of three (3) 12-month terms. This Master Agreement will not exceed ten (10) years total. The Lead Entity may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

2.2 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead Entity and Contractor.

2.3 **Amendment Term. The term of this Master Agreement may be amended to extend past the initial term and stated renewal periods for a reasonable period by assigning the Master Agreement to another third-party to assume the obligations of Lead Entity (the "New Lead Entity"), per section 14.4.2, if in the judgment of the New Lead Entity a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead Entity under the applicable laws, rules and regulations to otherwise negotiate contract extensions.**

3. Order of Precedence

3.1 **Order.** Any Order placed under this Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA"); For any Order placed directly against the Master Agreement (i.e., in the absence of an applicable

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Participating Addendum), the terms of Attachment 1 shall apply and in the event of a conflict between Attachment 1 and the Master Agreement, the Master Agreement terms shall control.

3.1.2 RFxPremier Master Agreement, including all attachments thereto;

3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement, or issued against a Participating Addendum;

3.1.4 Supporting Materials accepted by a Purchasing Entity as part of an Order or Purchase Order;

3.1.5 The Solicitation or, if separately executed after award, the Lead Entity's bilateral agreement that integrates applicable provisions;

3.1.6 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead Entity.

3.2 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor Supporting Materials that apply to this Master Agreement are only those that are expressly accepted by the Purchasing Entity and must be in writing and attached to an Order or Purchase Order as an Exhibit or Attachment (including hyperlinks therein).

3.3 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead Entity and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

4. Participants and Scope

4.1 **Eligibility for Participation.** Any Eligible Entity may utilize this Master Agreement as a Participating Entity or Purchasing Entity.

4.2 **Requirement for a Participating Addendum or Purchase Order.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed or until a Purchase Order, including Contractor Supporting Materials, is processed by Contractor's Fulfillment Partner and accepted by Contractor, in accordance with Section 7 herein.

4.3 **Applicability of Master Agreement.** The Master Agreement is applicable to any Order issued against it by a Purchasing Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section 3. For any Order submitted directly against the Master Agreement by a Purchasing Entity that is not subject to a Participating Addendum, such Order shall be subject to the terms of this Master

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Agreement, including Attachment 1, by default unless agreed in writing otherwise by such Purchasing Entity and Contractor. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Purchasing Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the written consent of the Purchasing Entity and Contractor, may be included in the Purchase Order used by the Purchasing Entity to place the Order. For the avoidance of doubt, any contingencies, or additional or conflicting terms that purport to bind Contractor added by a Fulfillment Partner or a Purchasing Entity to a quote, invoice, Purchase Order or Order are deemed rejected by Contractor unless Contractor has expressly agreed to such terms in signed writing or such terms are required by applicable law or regulation. Mere acceptance or processing of a Purchase Order or Order containing such terms shall not constitute express consent.

4.4 **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities: i) within the scope of those Participating Addenda; or ii) who have issued a Purchase Order against the Master Agreement. Participating Entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 **[Reserved]**

4.6 **Eligibility for a Participating Addendum or Order.** All Eligible Entities may sign their own Participating Addendum or Order. In all instances, the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 **Prohibition on Resale.** “Resale” means the exchange of any payment for the transfer of tangible goods, software, or assignment of the right to Products and/or Services. Subject to any specific conditions included in the solicitation or Contractor’s proposal as accepted by the Lead Entity, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products or Services purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products when specifically purchased for the Purchasing Entity; sales of hardware Products to the general public as surplus property; or fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity’s laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property. The transfer of licenses to

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Software shall be subject to Contractor's then-current software transfer and re-licensing policy, if any. For the avoidance of doubt, sales under this Master Agreement are intended for commercial, enterprise, and government use only. Except for sale and purchase as surplus property conducted in accordance with applicable laws and regulations, sales to employees under this Master Agreement for personal use are strictly prohibited. This Section 4.8 does not operate to prohibit or restrict any sale, resale, donation, or other similar disposal of Products as surplus property conducted in accordance with applicable laws and regulations.

4.8 **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead Entity has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 **Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead Entity prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 **No Representations.** The Contractor shall not make any representations of RFxPremier, the Lead Entity, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

5. RFxPremier Provisions

5.1 **Applicability.** RFxPremier is not a party to the Master Agreement explicitly. The terms set forth in Section 5 are for the benefit of RFxPremier as a third-party beneficiary of this Master Agreement solely as it relates to this Section 5 (RFxPremier Provisions) and the indemnification rights provided in Section 12.

5.2 **Administrative Fees**

5.2.1 **RFxPremier Fee.** Contractor shall pay to RFxPremier, or its assignee, a RFxPremier Administrative Fee of four tenths of one percent (0.4% or 0.004) no later than sixty (60) days following the end of each calendar quarter. The RFxPremier Administrative Fee must be submitted quarterly. The RFxPremier Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead Entity's solicitation. The RFxPremier Administrative Fee in subsection 5.2.1 above shall be based on the sum of all sales at Net Purchase Price at the adjusted prices (if any) in the

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Master Agreement and Participating Addenda, where "Net Purchase Price" is the Contractor's list price for an approved Product or Service minus all applicable contract discounts, rebates or value added incentives, and excluding sales, use or other applicable taxes, surcharges or like fees, to the extent applicable to an Order.

5.2.2 Reserved.

5.2.3 Administrative Fee Updates. RFxPremier reserves the right to update the RFxPremier Administrative Fee with 60 days' notice and acceptance by the Contractor. If the RFxPremier Administrative Fee is updated, any renewals exercised shall be contingent upon Contractor's acceptance of the updated RFxPremier Administrative Fee.

5.2.4 Entity Imposed Fees. Some Participating Entities may require an additional fee be paid by Contractor directly to the entity on purchases made on that entity's Participating Addendum. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Contractor may adjust the Master Agreement discounting accordingly to include the entity's fee for purchases made by Purchasing Entities pursuant to the Participating Addendum as agreed to in writing by the Participating Entity. No such agreement will affect the RFxPremier Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the Participating Entity requesting the additional fee.

5.3 RFxPremier Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to RFxPremier all Orders under this Master Agreement for which Contractor has invoiced the Purchasing Entity or individual, ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated with sixty (60) days' notice and when agreed upon by the Contractor. RFxPremier shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by Participating Entity. Contractor shall, using the reporting tool or template provided by RFxPremier, report Summary Sales Data to RFxPremier for each calendar quarter no later than forty-five (45) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

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5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by RFxPremier, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by RFxPremier, report Detailed Sales Data to RFxPremier for each calendar quarter no later than forty-five (45) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by RFxPremier. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by RFxPremier, Contractor shall provide to RFxPremier tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing Purchasing Entities and identify for each the appropriate customer type as defined by RFxPremier. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, Product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated with prior written consent of Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with RFxPremier to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by RFxPremier, provide RFxPremier with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. RFxPremier and Contractor will determine the format and content of the executive summary.

5.4 RFxPremier Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with RFxPremier personnel. Contractor shall present plans to RFxPremier for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of RFxPremier procurements, the Master Agreement and participating addendum process, and the manner in which Eligible Entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by RFxPremier, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly

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reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead Entity and RFxPremier, which may at the discretion of the Lead Entity be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 **Use of RFxPremier Logo.** The RFxPremier and PPA logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with PPA.

5.4.5 **Obligation to Act in Good Faith.** The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, RFxPremier, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section 5. Nothing in this Section 5.4.5 shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers.

5.5 **RFxPremier eMarketPlace.** RFxPremier Cooperative may provide an eMarketPlace solution for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from RFxPremier's cooperative Master Agreements. If RFxPremier offers such an eMarketPlace, Contractor agrees to cooperate in good faith with PPA, and any third party acting as an agent on behalf of PPA, to integrate Contractor's industry presence into the eMarketPlace. Specific terms of this integration shall be negotiated at the time of implementation of any eMarketPlace.

5.6 **Cancellation.** In consultation with RFxPremier, the Lead Entity may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead Entity may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead Entity or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead Entity to cancel the Master Agreement under applicable laws.

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5.7 **Canadian Participation.** Subject to the prior written approval of Contractor, and in Contractor's sole discretion, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to participate under this Master Agreement as a Participating Entity or Purchasing Entity.

5.8 **Additional Agreement with PPA.** Upon request by RFxPremier, awarded Contractor shall enter into a direct contractual relationship with PPA related to Contractor's obligations to RFxPremier under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

6. Discounting, Payment & Leasing

6.1 **Discounting.** The discounts contained in this Master Agreement or offered under this Master Agreement represent the minimum discount to any Purchasing Entity.

6.1.1 All discounts must be guaranteed for the initial term of the Master Agreement.

6.1.2 Following the initial term of the Master Agreement, any request for a discount or rate adjustment must be for an equal guarantee period and must be made at least forty-five (45) days prior to the effective date.

6.1.3 Requests for a discount adjustment must include sufficient documentation supporting the request. Any such adjustment will not be effective unless approved in writing by the Lead Entity.

6.1.4 No retroactive adjustments to discounts will be allowed.

6.1.5 All discounted prices are exclusive of any taxes, fees, and duties or other similar amounts, however designated, and including without limitation value added, sales and withholding taxes which are levied or based upon such prices, charges, or upon this Master Agreement. Purchasing Entity will pay sales and use taxes, if any, imposed on the Products and Services acquired under this Master Agreement, or furnish proof of its tax-exempt status upon request. Contractor will pay all other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. In the event that the Purchasing Entity is exempt from property and sales taxes, it will not be charged for such taxes.

6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, and upon and subject to credit approval by Contractor, payment will be made within thirty (30) days from the date of invoice. Contractor may assess overdue account charges up

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to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law.

Purchasing Entity grants Contractor a security interest in Products or Services purchased under this Master Agreement to secure payment for such Products or Services. If requested by Contractor, Purchasing Entity agrees to execute financing statements to perfect such security interest. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card to Fulfillment Partners under this Master Agreement with no additional charge.

6.3 **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

7. Ordering

7.1 **Order Numbers.** Lead Entity desires that the Master Agreement Purchase Order be clearly shown on all customer quotes, orders, or invoices, and on all correspondence.

7.1.1 **Ordering**. Contractor reserves the right to require that purchases be made solely through Fulfillment Partners. Purchasing Entity shall purchase Products and/or Services by issuing a written or electronic Purchase Order, signed or (in the case of electronic transmission) sent by its authorized representative, indicating specific products, quantity, unit price, total purchase price, shipping instructions, requested delivery dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and any other special instructions.

7.1.2 Any additional or conflicting terms within a Purchasing Entity's Purchase Order or a quote or invoice by a Fulfillment Partner shall be subject to Section 4.3 (Applicability of the Master Agreement) above.

7.1.3 All Purchase Orders are also subject to Contractor's reasonable acceptance (including performing any related credit checks). Contractor shall use commercially reasonable efforts to accept or reject orders within ten (10) days of receipt.

7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which contracted vendors (including Fulfillment Partners) should be solicited

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for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered. For the avoidance of doubt, any additional terms included in a quote shall be subject to Section 4.3 (Applicability of the Master Agreement) above.

7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor and Contractor Fulfillment Partners, as applicable, are expected to become familiar with the Purchasing Entity's rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 **Term of Purchase.** Orders may be placed with Contractor or Contractor Fulfillment Partners and accepted or rejected by Contractor or Contractor Fulfillment Partners during the term of the Master Agreement and Participating Addendum. All Orders must be consistent with the terms of this Master Agreement and applicable Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period past the then-current termination date of this Master Agreement. In the event the term of any such Order placed under this Master Agreement extends past the termination or expiration of this Master Agreement, the terms and conditions of this Master Agreement shall remain in full force and effect as it applies to such Order (even if involving a multi-year commitment) and will continue in effect for such Order until the term of that Order expires. Any such purchase must be made in accordance with Purchasing Entity's laws and regulations.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Provided that Purchasing Entities pay for ordered goods or services performed, the financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon entity funds for that purpose being appropriated, budgeted, and otherwise made available pursuant to applicable law.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation,

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or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor; and

7.6.6 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 **Contract Provisions for Orders Utilizing Federal Funds**. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, 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. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

8. Shipping and Delivery

8.1 **Shipping Terms.** Unless otherwise agreed upon in a Participating Addendum or Order, all deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor or Fulfillment Partner.

8.1.1 Notwithstanding the above, title to hardware Products, responsibility and liability for loss or damage will remain the Contractor's until delivery, after which it will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

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8.2 **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 **Expedited Deliveries.** Expedited shipping and/or a special delivery request that are non-standard delivery beyond docking areas at warehouses or designated delivery drop-offs locations at buildings (i.e. delivery of the Order, including pallets, to a closet, designated rooms, etc.) will result in additional charges to the Purchasing Entity. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

8.4 **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents.

8.5 **Shipping Dates**. Scheduled shipping dates will be assigned by Contractor or Fulfillment Partner as close as practicable to Purchasing Entity's requested date based on Contractor's then-current lead times for the Products. Contractor will use commercially reasonable efforts to ship all direct orders designated for shipment to U.S. locations within thirty (30) days for hardware Products.

The following circumstances may affect lead times: (i) new products purchased within the first three (3) months of release of the product which are subject to Contractor's then current published lead-times, (ii) third-party stand-alone products which are not a component of equipment resold by Contractor, (iii) end-of-life products where the termination of the product has been announced by Contractor, (iv) products which have been stopped due to software discrepancies, reconfiguration, industry-wide product shortages, or alleged infringement claims, or (vi) situations where government rated orders create delays in lead-times.

Notwithstanding the foregoing, at any time when Purchasing Entity states "expedite" on an order for a hardware Product or otherwise communicates to Contractor that an order is to be expedited, Contractor shall use all commercially reasonable efforts to ensure the earliest possible delivery of such products.

8.6 **Notice of Shipping Dates**. Contractor will communicate scheduled shipping dates in the order acknowledgement or on www.cisco.com within three (3) business days after receipt of an electronic order on www.cisco.com, provided, however, that in the event such notification is not received in this time period, Purchasing Entity shall notify Contractor of the non-receipt, and Contractor's sole obligation with respect to such non-

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receipt shall be to promptly provide the information to the Purchasing Entity after such notification.

8.7 **Shipping Delays**. If Contractor has reason to believe that the actual shipment date will occur later than the original shipment date acknowledged by Contractor for reasons caused by Contractor, Contractor shall use commercially reasonable efforts to promptly provide additional information to Purchasing Entity including by electronic posting of the expected period of delay and, upon request, of the steps available, if any, to minimize the delay. If the extended delivery date is anticipated to be more than thirty (30) calendar days beyond the originally scheduled delivery date, the parties will work in good faith to resolve any ordering issues. Contractor is not liable for damage or penalty for delay in delivery or for failure to give notice of delay.

8.8 **Final Sale**. All sales are final. Except for return remedies set forth in Contractor's then-current return policies, Contractor only permits the return of unopened hardware Products due to Contractor's shipping or other processing errors. No other returns are authorized. The return of all Products (including Software) shall be in accordance with Contractor's then-current return policy and procedures. Warranty returns will not be subject to any restocking fees.

9. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 Notwithstanding anything herein to the contrary, modifications to a Product, Services or Software which Contractor deems necessary to comply with specifications, changed safety standards or governmental regulations, or to make it non-infringing with respect to any patent, copyright, or other proprietary interest, or to otherwise improve the Product may be made at any time by Contractor without prior notice to or consent of Purchasing Entity or RFxPremier, and such altered product shall be deemed fully conforming, provided that the capabilities remain materially the same. Contractor shall employ commercially reasonable efforts to announce, including by electronic posting, product discontinuance or changes other than those set forth in the previous sentence in accordance with Contractor's End-of-Life Policy at Attachment 2.

9.3 **Failure to Conform.** Unless otherwise agreed upon in a Participating Addendum or Order, if any services do not conform to contract requirements as agreed, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements as agreed, at no increase in Order amount. When defects cannot be corrected by re- performance, the Purchasing Entity may take the actions described in Section 10 Warranty.

10. Warranty

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10.1 **Applicability.** Unless warranty information is otherwise specified in the Master Agreement, Participating Addendum, or ordering document, or provided by the Contractor as part of the purchase, the terms of this Section 10 will apply.

10.2 **Warranty of Hardware and Software Products.** Contractor offers its standard warranty enumerated in Attachment 1 Section 10 for all Offerings and also warrants that the Product is free and clear of any liens or encumbrances, Contractor has full legal title to the Product, and that no other person or entity has any right, title, or interest in the Product (for the exception of Products that are leased or financed) which the rights granted to the Participating Entity the Product complies with all applicable health and safety standards, including Occupational Safety and Health Administration (OSHA) health and safety standards.

10.2.1 Contractor's obligations hereunder are conditioned upon the return of affected Products, in accordance with Contractor's then-current return procedures. This limited warranty does not apply if the hardware Product (i) has been altered, except by Contractor or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Contractor, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (iv) is licensed or provided for beta, evaluation, testing or demonstration purposes.

10.2.2 **Warranty of Embedded Software Products**. Contractor warrants that Embedded Software will substantially conform to the applicable documentation of the Embedded Software for the longer of (i) ninety (90) days following the date the Embedded Software is made available to Purchasing Entity for use or (ii) as otherwise set forth at http://www.cisco.com/go/warranty. This warranty does not apply if the Embedded Software, the hardware Product supplied by Contractor, or any other equipment upon which the Embedded Software is authorized to be used: (i) has been altered, except by Contractor or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Contractor, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (iv) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which there is not payment of a purchase price or license fee; or (v) has not been provided by an authorized reseller of Contractor. Cisco will use commercially reasonable efforts to deliver Embedded Software free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the Embedded Software or data. At Contractor's option and expense, Contractor shall repair, replace, or cause the refund of the license fees paid for the non-conforming Embedded Software. This remedy is conditioned on Purchasing Entity reporting the non-conformance in writing to Contractor within the warranty period. Purchasing Entity may be required to return the Embedded Software, the Contractor hardware product, and/or Documentation as a condition of this remedy. This is

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Purchasing Entity's sole and exclusive remedy under this warranty. Contractor does not warrant that Embedded Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, Contractor does not warrant that the Embedded Software or any equipment, system or network on which the Embedded Software is used will be free of vulnerability to intrusion or attack.

10.2.3 **Cloud Software Products**. Unless otherwise provided for in the applicable Cloud Offer Description (as described in Attachment 1), Contractor warrants that it will provide the Cloud Software in accordance with the Cloud Offer Description using commercially reasonable skill and care. Upon prompt notification by Purchasing Entity of Contractor's breach of this warranty, to the extent permitted by applicable law, Contractor will, at Contractor's option, (i) repair or replace the Cloud Software; or (ii) refund fees paid to Contractor for the period in which the Cloud Software did not materially comply with the Cloud Offer Description. This is Purchasing Entity's sole and exclusive remedy under this warranty for Cloud Software.

10.3 **Warranty of Services.** The Contractor warrants that the Services provided conform to the Master Agreement requirements, including all descriptions, specifications and attachments made a part of this Master Agreement. The Participating Entity's acceptance of Services provided by Contractor shall not relieve Contractor from its obligations under this warranty. Purchasing Entity's sole and exclusive remedy for any breach of this warranty shall be, at Contractor's option, (i) reperformance of the Services; or (ii) termination of the applicable Service and return of the portion of the fees paid to Contractor by Purchasing Entity for such non-conforming Services. Purchasing Entity may require Contractor to promptly correct, at Contractor's expense, any Services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Master Agreement in the manner and to the same extent as Services originally furnished.

10.4 **Breach of Warranty.** Upon breach of a warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product or Service whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product or Service proves to be inadequate, or fails of its essential purpose, the Contractor will refund any prepaid, unused amounts, as of the date of the breach, of any payments that have been made for the non-conforming Product, provided that prior to the date of the breach of warranty, the Product previously performed in substantial and material accordance with its Offer Description. This is Purchasing Entity's sole and exclusive remedy under the warranties set forth in Section 10.2 & 10.3 above.

10.5 **Rights Reserved.** The rights and remedies of the parties under a warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

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10.6 Reserved.

10.7 DISCLAIMER OF WARRANTY. THE WARRANTIES DESCRIBED IN THIS SECTION 10 EXTEND ONLY TO THE ORIGINAL USER OF THE PRODUCT, SOFTWARE, OR EMBEDDED SOFTWARE AS APPLICABLE UNLESS THE ORIGINAL USER IS A GOVERNMENT ENTITY AND ITS ROLES AND RESPONSIBILITIES RELATED TO THE SUBJECT MATTER OF AN ORDER OR PARTICIPATING ADDENDUM ARE TRANSFERRED TO ANOTHER GOVERNMENT ENTITY WITHIN THE SAME STATE, IN WHICH CASE THE WARRANTIES SHALL TRANSFER. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, CONTRACTOR HEREBY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY, OR SYSTEM INTEGRATION, OR (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY OR CONDITION CANNOT BE DISCLAIMED, SUCH WARRANTY OR CONDITION IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD.

11. Product Title

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor or Contractor's Fulfillment Partner (when an Order is fulfilled by Contractor's Fulfillment Partner) shall convey to Purchasing Entity title to the Product in accordance with Section 8, except for any portion of the Product which is provided subject to a nonexclusive subscription license or is Embedded Software, free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. If there is a transfer of title to the Product as contemplated in Section 11.1 (Conveyance of Title) above, such transfer must include a license to use any Embedded Software in the Product which shall be subject to the terms of Contractor's Supporting Materials. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee. Notwithstanding the foregoing, any sale or transfer permitted by this subsection must be consistent with license rights granted for the use of the Embedded Software.

11.3 License of Pre-Existing Intellectual Property. Except for any portion of the Product which is provided subject to a nonexclusive subscription license or which is Embedded Software, Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property associated with such Product, and its derivatives, used or delivered under this Master Agreement with respect to such Product, but not created under it ("Pre-existing Intellectual Property"). Contractor grants to Purchasing Entity a license to Software

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pursuant to the license terms and restrictions set forth in Contractor's Supporting Materials. The license shall be subject to owner and 3rd party rights in Pre-existing Intellectual Property. The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property. Notwithstanding the foregoing, any sale or transfer permitted by this section or Section 11.1 (Conveyance of Title) must be consistent with license rights granted for the use of the Software.

11.4 Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section 11 will apply.

11.5 **No Ownership in Contractor Software.** Notwithstanding anything to the contrary, in no event shall Purchasing Entity receive ownership or title rights to any Contractor Software or cloud services.

11.6 **Purchasing Entity Data**. Except in an aggregated and anonymized format that does not identify the Purchasing Entity or individual users, Purchasing Entity retains full right and title to its data.

12. Indemnification

12.1 **General Indemnification.** The Contractor shall defend, indemnify and hold harmless PPA, RFxPremier, the Lead Entity, Participating Entities, and Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement except to the extent caused by negligent or improper use of the Product by a Purchasing Entity. If the Contractor fails to pursue the defense or settlement of the third-party claim, the Indemnified Party may assume the defense or settlement of the third- party claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in relation to the third-party claim as finally awarded by a court of competent jurisdiction or as mutually agreed in a settlement approved by both the Indemnified Party and Contractor.

The foregoing indemnification obligations are conditioned upon the Indemnified Party promptly notifying the Contractor in writing of the claim, suit, or proceeding for which the Contractor is obligated under this Subsection, cooperating with, assisting, and providing information to the Contractor as reasonably required, and granting the Contractor the exclusive right to defend or settle such claim, suit or proceeding; provided that any such settlement or compromise includes a release of the Indemnified Party from all liability arising out of such claim, suit or proceeding.

12.2 **Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless PPA, RFxPremier, the Lead Entity, Participating Entities, Purchasing Entities,

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along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this Section 12.2 will not extend to any Intellectual Property Claim based on:

12.2.1.1 a combination of the Product or Service with any other product, system, or method, unless the other product, system, or method is (a) provided by the Contractor or the Contractor's subsidiaries or affiliates; (b) a Cisco Branded Product or Service and is specified by the Contractor to work with another Cisco Branded Product or Service; (c) reasonably required to use the Product or Service in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or (d) reasonably expected to be used in combination with the Product or Service and Contractor is aware of the possibility of such use and the Product or Service is a material part of the Intellectual Property Claim; or

12.2.1.2 Contractor's compliance with any designs, specifications, requirements, or instructions by any Indemnified Party or a third party on Indemnified Party's behalf; or

12.2.1.3 the alteration or modification of the Contractor's Product by anyone other than Contractor or Contractor's Fulfillment Partner at Contractor's instruction; or

12.2.1.4 the amount or duration of use made of Contractor's Product or Services offered by Indemnified Party to external or internal Purchasing Entity, or revenue earned by the Indemnified Party; or

12.2.1.5 use of a Product not in accordance with or in violation of this Agreement or the Published Specifications; or

12.2.1.6 failure to use: (a) the most recent version of a Product or Service; or (b) an equally compatible and functionally equivalent non-infringing version of a Product or Service provided by Contractor to address such an Intellectual Property Claim; or

12.2.1.7

12.2.2 The Indemnified Party shall notify the Contractor promptly after receiving notice of an Intellectual Property Claim. If the Indemnified Party fails to provide reasonable notice and that failure prejudices Contractor's ability to defend, settle, or respond to the claim, then Contractor's obligation to

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defend, indemnify, or hold harmless the Indemnified Party with respect to that Intellectual Property Claim will be reduced to the extent Contractor has been prejudiced. In addition, such failure to provide reasonable notice shall relieve Contractor of any obligation to reimburse for Indemnified Party's attorneys' fees incurred prior to notification. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in direct relation to the Intellectual Property Claim as finally awarded by a court of competent jurisdiction or as mutually agreed in a settlement approved by both the Indemnified Party and Contractor.

12.2.4 Unless otherwise set forth herein or in a Participating Addendum, Order, or Contractor Supporting Materials incorporated in an Order, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

12.2.5 If such an Intellectual Property Claim has occurred, or in the Contractor's opinion is likely to occur, the Contractor shall either procure for the Participating Entity the right to continue using the materials or Products or Services or replace or modify materials or Products or Services to make them non-infringing and functionally equivalent. If Contractor determines that none of those alternatives, is reasonably available, the Participating Entity shall return the materials or Products to the Contractor and stop using the infringing Services, upon written request of the Contractor and at the Contractor's expense, and Contractor shall refund to the Indemnified Party the remaining net book value of the Contractor's Product and a prorated amount for the remaining Services in accordance with Contractor's return policies.

12.3 Limitation of Liability

12.3.1 **General Limitation of Liability.** Except as provided in Section 12.3.2, and unless otherwise specified in an applicable Participating Addendum, notwithstanding anything else herein, all liability of Contractor and its

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suppliers to any Participating Entity (and all Purchasing Entities under the corresponding Participating Addendum) for claims arising under this Master Agreement, the applicable Participating Addendum, or otherwise shall be limited to the greater of (i) six million dollars ($6,000,000.00) or (ii) the money paid to Contractor under the applicable Participating Addendum in the twelve (12) month period prior to the event or circumstances that first gave rise to such liability. This limitation of liability is cumulative and not per incident.

12.3.2 **Exception to General Limitation of Liability.** The limitation of liability in Section 12.3.1 does not apply to: (i) liability for damage or loss caused by injury to persons or tangible property; (ii) Contractor's liabilities and obligations under Section 12.2; (iii) Reserved; or (iv) matters for which liability cannot be excluded or limited under applicable law.

12.3.3 **Limitation on Indirect Damages.** To the extent permitted by applicable law, except as provided in Section 12.3.4, neither Party shall be liable for any special, indirect, incidental, punitive, exemplary, reliance, or consequential damages of any kind (including but not limited to loss of business, goodwill, data, profits, or use or for the cost of procuring substitute products, services or other goods), arising out of or relating to the Products or Services to which this Agreement relates, regardless of the theory of liability and whether or not each Party was advised of the possibility of such damage or loss.

12.3.4 **Exception to Limitation on Indirect Damages.** Contractor's liability for a breach of system security or unauthorized disclosure of Confidential Information are not subject to the limitation on indirect damages in Section 12.3.3. Notwithstanding the foregoing, in no event shall Contractor be liable for greater than ten million dollars ($10,000,000), in the aggregate, for indirect damages related to breach of system security or unauthorized disclosure of Confidential Information under this Master Agreement.

12.3.5 **Limitation of Liability for Orders Placed Directly Against the Master Agreement.** Notwithstanding anything to the contrary, Contractor's aggregate liability shall not exceed forty million dollars ($40,000,000) for all damages or claims arising under Orders placed directly against the Master Agreement and without an associated Participating Addendum. This limitation of liability is cumulative and not per incident.

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12.3.6 **Exception to Limitation of Liability for Orders Placed Directly Against the Master Agreement.** The limitation of liability in Section 12.3.5 does not apply to: (i) liability for damage or loss caused by injury to persons or tangible property; or (ii) matters for which liability cannot be excluded or limited under applicable law.

13. Insurance

13.1 **Term.** Unless otherwise agreed to between Contractor and Participating Entity, Contractor shall maintain the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.2 **Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.3 **Coverage.** Unless otherwise agreed to between Contractor and Participating Entity, coverage must be written on an occurrence basis. The required limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate. If Contractor does not maintain such insurance covering independent contractors, Contractor shall ensure its subcontractors' insurance satisfies this requirement;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.4 **Notice of Cancellation.** Contractor shall pay premiums on all insurance policies required to be maintained by Contractor. Unless otherwise agreed to between Contractor and Participating Entity, Contractor shall provide notice to a Participating Entity within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur. If any of the insurance required herein is cancelled or nonrenewed, Contractor shall replace such insurance so that no lapse in coverage occurs.

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13.5 **Additional Insureds.** The Commercial General Liability insurance required to be maintained shall (1) include Participating Entities as additional insureds for liabilities that fall within Contractor's indemnity obligations under this Agreement and that are covered by such insurance; (2) provide that written notice of cancellation will be delivered in accordance with the policy provisions, and (3) provide that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating Entity as secondary and noncontributory**.**

13.6 **Participating Entities.** Unless otherwise agreed to between Contractor and Participating Entity, Contractor shall provide to Participating Entities the same insurance obligations and certificates of insurance as those specified in Section 13, except the certificates of insurance shall be provided to the applicable Participating Entity.

13.7 **Furnishing of Certificates.** Unless otherwise agreed to between Contractor and Participating Entity, Contractor shall furnish to the Lead Entity copies of certificates of insurance for all required insurance applicable to this Master Agreement as evidence that Contractor is maintaining the required insurance, prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead Entity, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 **Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

14. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead Entity, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. The Lead Entity may terminate this Master Agreement, without incurring any liability, for the Contractor's refusal to allow access as required by this section. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a

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Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead Entity, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead Entity to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or

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subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead Entity promptly if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of Section 14.2 of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. In the event it is not possible or practicable to return such information, Contractor may, at Purchasing Entity's option, destroy such Confidential Information utilizing industry standard processes, or shall maintain possession of such Confidential Information and maintain its confidentiality for as long as necessary.

14.2.2.4 If applicable law, regulation, or document retention policy prevents Contractor from destroying or returning all or part of the Confidential Information, Contractor will maintain the security and confidentiality of all such retained Confidential

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Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.2.5 Contractor may publicize the Contract term, scope and price without prior written approval. However, Contractor may not use the Montana State seal, any State logo, or claim any State endorsement as to the Contract without prior written approval by the State of Montana.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 may cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 **RFxPremier.** Subject to public information laws, the rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to RFxPremier's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead Entity, a Participating Entity, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead Entity of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead Entity's public information laws. Under Montana public information laws, this Contract, referenced documents, including pricing documents, are all deemed public information.

14.2.7 **Contractor Confidential Information.** Contractor Confidential information shall mean information in any form, disclosed or made available by Contractor that that meets the applicable jurisdiction's definition of confidential, proprietary, or otherwise non-public information. Contractor

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Confidential Information shall not include any information that: (i) was rightfully in the receiving party's possession prior to Contractor's disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by the receiving party or its Partners without the use of or reference to Contractor Confidential Information; (iii) is now, or hereafter becomes, publicly available other than through disclosure by the receiving party in breach of this Master Agreement or any Participating Addendum; (iv) is identified by the Contractor to receiving party as no longer confidential or (v) is, or is included in this Master Agreement. Contractor Confidential Information shall be afforded the same protections as Confidential Information under Section 14.2; provided, however, that nothing herein shall prohibit Lead State, any Participating Entity, or any Purchasing Entity from disclosing any Contractor Confidential Information to the extent required by applicable law (including, for clarity, applicable freedom of information laws), provided that, to the extent permitted by applicable law, the Lead State, Participating Entity, or Purchasing Entity as applicable, shall give Contractor reasonable notice and a reasonable opportunity to protect its interests in the Confidential Information prior to making such disclosure, and will reasonably cooperate with the disclosing Party in any such effort.

14.3 **Third-Party Products.** Notwithstanding anything else to the contrary herein, for third-party goods and/or services that are not Cisco Offers (within the meaning of the term in Attachment 1) but are offered for sale on the Contractor's price list (the "Third-Party Products"): (i) third-party software and related documentation is separately licensed by the applicable third-party, and the Purchasing Entity's rights and responsibilities with respect to such software or documentation shall be governed in accordance with the third-party licensor's applicable software license; (ii) third-party goods shall be governed by the applicable third-party's terms; and (iii) third-party services and support shall be governed by the applicable third-party's services and support terms. For the avoidance of doubt, the third-party supplier of any such Third-Party Products shall be solely responsible for support, warranties, indemnities and any other terms and conditions applicable to such goods and services. However, all Third-Party Products offered by Contractor shall be complementary to Contractor's goods and/or services and Contractor will use good faith efforts to assist the Purchasing Entity in its communication with such third-party suppliers of Third-Party Products. Further, the Purchasing Entity will bring any claim in relation to such Third-Party Products against the applicable third-party supplier directly. In no event will Contractor be liable to the Purchasing Entity for any claim, loss or damage arising out of the use, operation or availability of any Third-Party Products (whether such liability arises in contract, negligence, tort, or otherwise). In the event of a claim by a Purchasing Entity against a third-party supplier, Contractor shall reasonably cooperate with the Purchasing Entity asserting the claim. Third Party Products are intended to enhance or supplement a Contractor's own product line and are not intended to represent more than one-quarter

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(25%) of total sales under this Master Agreement. Terms and conditions and markup on Third Party Products shall be communicated with the Purchasing Entity.

Contractor must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. The Lead Entity may limit the sale of Third-Party Products during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one-quarter (25%) of the total sales under this Master Agreement. Such limitations may take the form of any action the Lead Entity so chooses, up to and including non-renewal or cancellation of the Master Agreement.

14.4 Assignment/Subcontracts

14.4.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead Entity. Notwithstanding the foregoing, Contractor may, with prior written consent from Participating Entities, which consent shall not be unreasonably withheld, enter into subcontracts with third parties as Fulfillment Partners. Fulfillment Partners are Subcontractors who may provide products and services under this Master Agreement at the price discounts established in this Master Agreement and bill Purchasers directly for such products and services. In addition, Contractor may, without permission, utilize subcontractors to perform Services sold under this Master Agreement and provide cloud-based Products and Services. Contractor may, upon written notice via updates to the website specified by Cisco as the repository for identifying all authorized Fulfillment Partners, add or delete authorized Fulfillment Partners as necessary, at any time during the term. For clarity, Fulfillment Partners have no authority to amend this Master Agreement or to bind Contractor to any additional terms or conditions.

14.4.2 The Lead Entity reserves the right to assign any rights or duties, including written assignment of contract administration duties, to RFxPremier and other third parties with the written consent of Contractor, which shall not be unreasonably withheld.

14.5 Changes in Contractor Representation. The Contractor must, within thirty (30) calendar days, notify the Lead Entity in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead Entity reserves the right to approve or reasonably reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.6 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead Entity, other Participating Entities, or

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Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.7 **Termination.** Unless otherwise set forth herein, this Master Agreement may be terminated by either party upon sixty (60) days' written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon thirty (30) days' written notice, unless otherwise limited or stated in an applicable Participating Addendum. Any termination under this provision will not affect Orders outstanding at the time of termination and the rights and obligations attending thereto, including any right of a Purchasing Entity to indemnification by the Contractor or rights of payment under any then-outstanding Orders in accordance with Section 7.5.3 herein, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Termination of the Master Agreement due to Contractor default may be immediate. Termination for non-appropriation shall be subject to the terms of Section 7.5.3 herein.

14.8 **Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war, or similar circumstances which are beyond that party's reasonable control. Either party may terminate this Master Agreement upon determining such delay or default by the other party will reasonably prevent successful performance of the Master Agreement.

14.9 **Defaults and Remedies**

14.9.1 The occurrence of any of the following events may be an event of default under this Master Agreement:

14.9.1.1 Nonperformance of material contractual requirements;

14.9.1.2 A material breach of any material term or condition of this Master Agreement;

14.9.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.9.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.9.1.5 Any material default specified in another section of this Master Agreement.

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14.9.2 Upon the occurrence of an event of default, the Lead Entity shall issue a written notice of default, identifying the nature of the default, and providing a period of time specified by the Lead Entity but in no event shorter than sixty (60) calendar days in which Contractor shall have an opportunity to cure the default. The Lead Entity shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead Entity, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages.

14.9.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead Entity shall have the right to exercise any or all of the following remedies:

14.9.3.1 Any remedy provided by law;

14.9.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.9.3.3 Assessment of liquidated damages as provided in a Participating Addendum or Order under this Master Agreement;

14.9.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.9.3.5 Suspension of Contractor's performance; and

14.9.3.6 Withholding of payment until the default is remedied, if applicable to an Order under the Participating Addendum

14.9.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Participating Addendum or an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity under this Master Agreement. Nothing in this Master Agreement will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9.5 If this Master Agreement is not renewed at the end of this term, if the Master Agreement is otherwise terminated before project completion, or if

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particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Master Agreement or particular work under this Master Agreement. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the Participating Entity or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. Participating Entity shall pay Contractor for any resources, Products, or Services utilized in performing such transition assistance at the most current Contract rates.

14.10 Waiver of Breach. Failure of the Contractor, Lead Entity, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Contractor, Lead Entity, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Contractor, Lead Entity or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.11 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible from participation in public procurement or contracting by any governmental department or agency. Should this information change or cease to be accurate at any time during the Term, Contractor shall promptly notify Lead Entity, RFxPremier, and any Purchasing Entity who may be affected. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead Entity.

14.12 No Waiver of Sovereign Immunity

14.12.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead Entity, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.12.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated

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the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.13 Governing Law and Venue

14.13.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead Entity sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead Entity. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.13.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead Entity. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead Entity. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.13.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead Entity for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead Entity is a party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.14 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action to the extent the assignment is necessary for the Participating Entity to overcome a federal or state government's bar on indirect purchases.

14.15 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating

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Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to RFxPremier, shall survive expiration or termination of this Master Agreement with respect to then-current Participating Addenda and Orders that remain outstanding hereunder until the expiration of such Participating Addenda or Orders. Further, termination or expiration of this Master Agreement will not affect provisions which, by their nature, survive termination or expiration, including the provisions that deal with the following subject matters: definitions, confidentiality, payment obligations, sovereign immunity, effect of termination, limitation of liability, and survivability.

14.16 **Compliance with Law.** Both parties agree to comply with the laws and regulations applicable to their respective business and, with respect to Contractor, those laws and regulations applicable to its general provision of the Products and Services under this Master Agreement, without regard to any entity's particular use of such Products or Services.

14.17 **Severability**. If any provision of this Master Agreement is deemed by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining terms of this Master Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

14.18 **Entire Agreement.** This Master Agreement, along with any attachment or exhibit hereto, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in an Order or Participating Addendum with a Participating Entity. Except as otherwise expressly set out in this Master Agreement, any amendment of any provision of this Master Agreement will be effective only if in writing and signed by duly authorized representatives of both parties.

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Attachment 1
SUPPORTING MATERIALS

Attachment 1: Contractor General Terms

Attachment 1 contains Cisco's General Terms incorporated herein, and as found at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf
https://www.cisco.com/c/en/us/about/legal/service-descriptions.html

As a matter of convenience the full current text of Attachment **1 is provided below. These terms are updated periodically, and the version available at the time of Order shall apply to such order.**

1. Scope and applicability

1.1 These terms (the "General Terms") govern Your access to, and use of, Cisco Offers and incorporate any Supplemental Terms, Offer Descriptions, and Service Descriptions applicable to Your Order. Capitalized terms are defined in section 14 (Definitions).

1.2 You agree to these General Terms by accessing or using a Cisco Offer, finalizing Your Order, or through Your express agreement, whichever happens first. These General Terms apply independently of any contract You may have with a Cisco Partner.

2. Use Rights

2.1 License and right to use. Cisco grants You, for Your direct benefit, a non-exclusive:

(a) license to use Software and Cisco Content; and

(b) right to use Subscription Offers, including Cloud Services;

in accordance with Your Order, these General Terms, or as otherwise agreed in writing (collectively, "Use Rights").

Your Use Rights are non-transferable (except as permitted under the Transfer Policies).

2.2 Limits on use. You may not:

(a) transfer, sell, sublicense, monetize, or provide the functionality of any Software, Cloud Services, Subscription Offers, or Services to any third party, except as authorized by Cisco;

(b) use the Software or Services on second hand or refurbished Cisco devices or use Software licensed for a specific device on a different device unless authorized by Cisco or permitted under the Transfer Policies;

(c) remove, change, or conceal any product identification, copyright, proprietary, or intellectual property notices, or any other marks from any Cisco Offer;

(d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of Cisco

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Offers; or

(e) use Cisco Content other than as reasonably needed to exercise Your Use Rights.

2.3 Acceptable use. Your access or use of Software, Services, or Subscription Offers must not:

(a) violate applicable laws or the rights of any third party; or

(b) impede or interfere with the security, stability, availability, or performance of any Cloud Service, or any other network or service (e.g., denial-of-service attacks, penetration testing, or distribution of malware).

2.4 Suspension. Cisco may suspend Your access to Software, Services, or Subscription Offers if it reasonably believes that You or an Authorized User have materially breached sections 2.2 (Limits on use) or 2.3 (Acceptable use).

2.5 Use by third parties. If You permit Authorized Users to access Cisco Offers on Your behalf:

(a) You will make sure all Authorized Users comply with these terms; and

(b) You are liable for any breach of these terms by an Authorized User.

2.6 Interoperability requirements. If required by law, Cisco will promptly provide the information You request to achieve interoperability between applicable Cisco Offers and other independently created programs on terms that reasonably protect Cisco's proprietary interests.

2.7 Use with third-party products. Cisco does not support or guarantee integration with third-party technologies or services unless they are included as part of a Cisco Offer or mutually agreed in writing.

2.8 Changes to Subscription Offers. Cisco may change its Subscription Offers, typically to enhance them or add features. These changes will not materially reduce the core functionality of the affected Subscription Offers during the Use Term.

2.9 Maintaining Cloud Services. Cisco may occasionally perform maintenance of its Cloud Services, which may disrupt the performance or availability of affected Cloud Services. Cisco will provide advanced notice of maintenance when reasonably possible. If Cisco performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption of affected Cloud Services.

2.10 Open-source technology. Separate license terms apply to third party open-source technology used in Cisco Offers. Open-source terms are found at Cisco's Open Source webpage. If You use Cisco Offers according to these General.Terms, Cisco's use of open-source technology in Cisco Offers will not impede Your exercise of Use Rights or cause Your software to become subject to an open-source license.

3. Trial Offers

3.1 Accessing Trial Offers. Your Approved Source may let You access or use Cisco Offers on a trial, evaluation, alpha, beta, controlled availability, or other similar basis (paid or free-of-charge) ("Trial Offer"). You may only access or use the Trial Offer for the period specified ("Trial Offer Period") and under any additional terms specified by Your Approved Source in writing. If no Trial Offer Period is specified, You may only access or use the Trial Offer for 60 days after the Trial Offer is available to You. Trial Offers may not come with support and may be incomplete or have errors. Unless agreed in writing by Cisco, You will not use the Trial Offer in a production environment.

3.2 Ending Trial Offers. At the end of a Trial Offer Period, You will promptly Return the Cisco Offers as

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described in the Trial Offer terms. Your Approved Source may change or terminate a Trial Offer at its discretion with reasonable notice.

3.3 Continued use and disclaimer

(a) If You continue accessing a Trial Offer after a Trial Offer Period or fail to Return a Trial Offer, You will pay any applicable fees reasonably charged by Your Approved Source.

(b) Unless agreed by Cisco in writing or required by law, Trial Offers are provided "AS-IS" without any express
or implied warranties.

4. End of life

4.1 Notification. Cisco may end the life of Cisco Offers by providing notice at the End-of-Sale and End-of-Life Products or End of Sales Services Announcements webpages.

4.2 Prepaid Cloud Service. If Your Approved Source prepaid a fee for Your use of a Cloud Service that is end of life before Your then-current Use Term ends, Cisco will either (a) provide a generally available alternative offer, or (b) if Cisco is unable to reasonably provide an alternative offer, it will credit the unused balance of fees paid for the relevant Cloud Service to Your Approved Source or You (if Cisco is the Approved Source) once You Return the Cloud Service in accordance with applicable law.

4.3 Credit. Credits issued under section 4.2 (Prepaid Cloud Service) are calculated from the last date the applicable Cloud Service is available to the end of the applicable Use Term and may be applied only toward the future purchase of Cisco Offers.

5. Orders; Paying Your Approved Source

You will pay Your Approved Source all amounts due under Your Orders, including fees for additional consumption of a Subscription Offer or under a Buying Program. To the extent allowed by law, Orders are non-cancellable.

6. Reserved.

7. Data use, privacy and security

7.1 Cisco will collect, access, use, and process Your Data as set out in:

(a) these General Terms;

(b) Offer Descriptions;

(c) Service Descriptions;

(d) Disclosure Documents; and

(e) as allowed by applicable law.

7.2 In addition, Cisco respects and will process Personal Data, according to:

(a) the Data Processing Terms for Personal Data (which are incorporated by reference);

(b) the Disclosure Documents applicable to Personal Data and the relevant Cisco Offer; and

(c) privacy and data protection laws applicable to Cisco Offers.

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7.3 Cisco protects Your Data in accordance with our Information Security Exhibit.

8. Ownership of intellectual property

8.1 Unless agreed in writing, nothing in these terms transfers ownership in any intellectual property rights. You retain ownership of Customer Content, and Cisco retains ownership of Cisco Offers and Cisco Content.

8.2 Cisco may use any feedback You provide in connection with Your use of Cisco Offers.

9. Reserved.

9.1 Performance standards

9.2 Service Level Terms. Cisco Offers will comply with applicable Service Level Terms, as set out in the corresponding Offer Description or Service Description.

9.3 Warranties. Cisco provides these warranties for Cisco Offers:

Warranty	Cisco Offer			
	Hardware	Software	Subscription Offers	Services
Cisco warrants that the Cisco Offer substantially complies with the Documentation as follows: (a) if the Cisco Offer is a Subscription Offer, starting from commencement of the Use Term; and (b) if the Cisco Offer is Hardware or Software, for 90 days from shipment or longer as stated in Documentation, or as set out in Product Warranties webpage.	✓	✓	✓	
Cisco warrants it will use commercially reasonable efforts and methods to deliver the Cisco Offer free from Malicious Code.		✓	✓	

Warranty	Cisco Offer			
	Hardware	Software	Subscription Offers	Services
Cisco warrants that the Cisco Offer is free from defects in material and quality workmanship for 90 days from shipment or longer as stated in Documentation or as set out in Product Warranties webpage.	✓			
Cisco warrants that the delivery of the Cisco Offer will be performed in a professional, proficient manner and in material compliance with the applicable Service Description.			✓	

To make a claim for breach of these warranties, promptly notify both Cisco and Cisco Partner (if they are Your Approved Source) within any specified warranty period.

9.4 Qualifications

(a) This section 10 applies only to the extent allowed under applicable law.

(b) Section 10.2 (Warranties) does not apply if Your breach of these General Terms contributes to the

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breach of warranty, or if the Cisco Offer:

(1) has not been used according to its Documentation;

(2) has been altered, except by Cisco or its authorized representative;

(3) has been subjected to abnormal or improper environmental conditions, accident, or negligence, or
installation or use inconsistent with Cisco's instructions or the terms on which it is supplied by Cisco;

(4) is provided under a Trial Offer; or

(5) has not been provided by an Approved Source.

(c) Your sole remedy for breach of a warranty under section 10.2 (Warranties) is, at Cisco's option, either:

(1) repair, reperformance, or replacement of the applicable Cisco Offer; or

(2) a refund, in exchange for the Return of the non-conforming Cisco Offer and subject to applicable law, of either:

(A) the fees paid for Use Rights in the non-conforming Software;

(B) the fees paid for the period in which the Subscription Offer or Service did not conform less any amounts paid or owed under Service Level Terms; or

(C) the fees paid for the non-conforming Hardware.

(d) Except as provided in Section 10.2 herein (Warranties), and to the extent allowed by law, Cisco makes no express or implied warranties of any kind regarding the Cisco Offers. This disclaimer includes any warranty, condition or other term as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. Cisco does not warrant that Cisco Offers will be secure, uninterrupted, or error-free.

10. Reserved.

10.1 Reserved

10.2 Reserved

10.3 Effect of termination or expiration. Cisco will cease providing Services, and You will Return applicable Cisco Offers (except any Cisco Offer in which title has transferred to You) at the end of Your Use Term or upon termination of an Order.

11. General provisions

11.1 Survival. The termination or expiration of these terms will not affect any provisions which, by their nature, survive termination or expiration, including the provisions that deal with the following subject matters: paying Your Approved Source, confidentiality, privacy and security, ownership of intellectual property, intellectual property indemnity, performance standards, liability, termination, and the general provisions.

11.2 No agency. These terms do not create any agency, partnership, joint venture, or franchise relationship.

11.3 Assignment and subcontracting

(a) Except as set out in the Master Agreement or below, neither party may assign or novate these terms in whole or in part without the other party's written consent which will not be unreasonably withheld. Cisco may assign these terms in connection with the sale of a part of its business, or to its Affiliates

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if it provides prior written notice to You.

(b) Cisco may subcontract any performance associated with any Cisco Offer to third parties if such subcontract is consistent with these terms and the Master Agreement, and does not relieve Cisco of any of its obligations under these terms.

11.4 Third party beneficiaries. These terms do not grant any right or cause of action to any third party.

11.5 Use records. You will keep reasonable records of your use of the Cisco Offers. You will let Cisco and its auditors who are under a written obligation of confidentiality access records of Your use of the Cisco Offers (including books, systems, and accounts) within 30 days' notice from Cisco. Cisco may not give this notice more than once in any 12- month period and will conduct any audit during Your normal business hours. If the verification process reveals underpayment of fees, You will pay these fees within 30 days.

11.6 Reserved.

11.7 Compliance with laws

(a) General. Cisco will comply with all applicable laws relating to providing Cisco Offers under these terms. You will comply with all applicable laws relating to Your receipt and use of Cisco Offers, including sector-specific requirements and obtaining required licenses or permits (if any).

(b) Trade Compliance. Cisco Offers are subject to US and other export control and sanctions laws around the world. These laws govern the use, transfer, export, and re-export of Cisco Offers. Each party will comply with such laws and obtain all licenses or authorizations it is required to maintain. Please refer to Cisco's trade compliance policies at the General Export Compliance webpage.

11.8 Reserved.

11.9 US Government end users. If You are a US State, Local and Education ("SLED") Government end user, these terms, and any disputes arising from them, are subject to the laws, venue, and primary jurisdiction where You are located.

11.10 If You are a US Federal Government end user, these terms, and any disputes arising from them, are subject to the laws of the United States

(a) US SLED Government. These terms govern all access to Software, Subscription Offers, and Documentation by US SLED Government end users. No other rights are granted by Cisco.

(b) US Federal Government. The Software, Subscription Offers, and Documentation are considered "commercial computer software" and "commercial computer software documentation" under FAR 12.212 and DFARS 227.7202. These terms govern all access to Software, Subscription Offers, and Documentation by US Federal Government end users. No other rights are granted by Cisco, but any inconsistency in these terms with federal procurement regulations is not enforceable against the US Federal Government.

11.11 Reserved.

11.12 Reserved.

11.13 No waiver. Failure by either party to enforce any right under these terms will not waive that right.

11.14 Severability. If any term in these terms is invalid or unenforceable, then the rest of these terms will continue with full force and effect to the extent possible.

11.15 Reserved.

11.16 Reserved.

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11.17 Reserved.

11.18 Order of precedence

(a) If there is any conflict between these General Terms, Supplemental Terms, or any Offer Descriptions or Service Descriptions, the order of precedence (from highest to lowest) is:

(1) Regional terms;

(2) Data Processing Terms;

(3) Offer Descriptions, Service Descriptions;

(4) Supplemental Terms (other than Regional Terms);

(5) these General Terms; then

(6) any applicable Cisco policy referenced in these General Terms.

(b) As between You and Cisco, these terms prevail over any inconsistencies with Your contract with any Cisco Partner.

12. Definitions

Term	Meaning
Affiliate	Any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through voting rights or other lawful means (e.g., a contract that allows control).
Approved Source	Cisco, a Cisco Partner, or a fulfillment agent (e.g., public cloud marketplaces) as may be appointed by Cisco from time to time.
Authorized Users	Your users including Affiliates, Your third-party service providers, and each of their respective users.
Buying Program	Cisco's consumption-based programs for buying Cisco Offers such as the Cisco Enterprise Agreement.
Cisco, we, our or us	Cisco Systems, Inc. or its applicable Affiliates.
Cisco Content	As defined in the General Disclosures found on the Trust Portal webpage.
Cisco Offer	Cisco-branded (a) Hardware, (b) Use Rights in Software or Cloud Services, (c) Services, and (d) incidental technology and resources.
Cisco Partner	Has the same meaning as "Fulfillment Partner" as defined in the Master Agreement.
Cloud Service	An on-demand service provided by Cisco via the internet that provides software, platform, infrastructure and network products and services on an 'as-a-service' basis as described in the applicable Offer Description.
Confidential Information	Non-public proprietary information of the discloser obtained by the recipient in connection with these terms, which: (a) is conspicuously marked as confidential if written or clearly stating the information is confidential when (or promptly after) it is verbally disclosed; or (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or orally.
Customer Content	As defined in the General Disclosures found on the Trust Portal webpage.
Customer Systems Information	As defined in the General Disclosures found on the Trust Portal webpage.
Data	Personal Data, Customer Content, and Customer Systems Information.
Data Processing Terms	Cisco's data processing terms in the Data Protection Agreement, or terms agreed between You and Cisco covering the same scope.
Disclosure Documents	General Disclosures and Offer Disclosures describing each type of Data that Cisco Offers collect, how it is collected, and when it is used, available at the Trust Portal webpage.
Documentation	The technical specifications and use materials officially published by Cisco specifying the functionalities and capabilities of the applicable Cisco Offer as updated from time to time.

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Hardware	Tangible Cisco-branded hardware products as generally available on the Price List. Hardware does not include any tangible product listed on the Price List in the name of a third party.
Information Security Exhibit	A document describing the security measures that Cisco implements to secure Your Data available at the Information Security Exhibit webpage.
Malicious Code	Code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software, or Cloud Services other than as intended by the Cisco Offer (e.g., as part of Cisco's security products).
Offer Description	A document published by Cisco as an 'Offer Description' that has more information or related terms specific to a Cisco Offer or Buying Program, available at the Offer Descriptions and Supplemental Terms webpage.
Order	The transaction through which You acquire a Cisco Offer from an Approved Source, including through buying and ordering documents, signing an agreement, or transacting through an online ordering tool or marketplace.
Personal Data	Any information about, or relating to, an identifiable individual. It includes any information that may be linked to an individual or used to, directly or indirectly, identify an individual, natural person. Further information regarding Personal Data is on the Trust Portal webpage.
Price List	The price lists published at Cisco.com corresponding to the Cisco entity that sells the applicable Cisco Offer.
Privacy Data Sheet	As defined in the Data Protection Agreement.
Offer Disclosure	The specific data handling and security control disclosures applicable to a Cisco Offer available on the Trust Portal webpage.
Regional Terms	Supplemental Terms that apply to Your access to, and use of, Cisco Offers if You are located in certain geographic locations with materially different requirements, available at Offer Descriptions and Supplemental Terms webpage.
Return	Stopping all use of, destroying or returning applicable Cisco Offers to Your Approved Source, as directed by Cisco or Your Approved Source.
Service Description	A document published by Cisco as a 'Service Description' that has more information or related terms specific to a Service, available at the Service Descriptions webpage.
Service Level Terms	The service level agreement or service level objective applicable to a Subscription Offer or Service (if applicable) as set out in the applicable Offer Description or Service Description.
Services	Cisco-branded services as set out in the applicable Service Description.
Software	Cisco-branded computer programs, including Upgrades and firmware as generally available on the Price List.
Subscription Offer	Cisco Offers provided on a term, or subscription, basis under Your Order.
Supplemental Terms	Any additional terms applicable to Your Order (including those applying to a specific region or Buying Program).
Transfer Policies	Cisco policies for movement of Use Rights as set out in the Cisco Software Transfer and Re-licensing Policy and the Software License Portability Policy.
Trial Offer	As defined in section 3.1 (Accessing Trial Offers).
Trial Offer Period	As defined in section 3.1 (Accessing Trial Offers).
Upgrades	All updates, upgrades, bug fixes, error corrections, enhancements, and other modifications to the Software.
Use Term	The period You may exercise Use Rights in the Cisco Offer under Your Order.
Use Rights	As set out in section 2.1 (License and right to use).
You, Your	The individual or legal entity acquiring access to Cisco Offers.

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Attachment 2
SUPPORTING MATERIALS

Attachment 2: End of Life Terms

This Attachment 2 describes the terms under which Contractor will provide support services to Purchasing Entities for Products and Services (and accompanying software) that are no longer Orderable through Contractor or its Fulfillment Partners. In the event of any conflict between the terms of this Attachment 2 and a separate support services contract between Contractor and a Purchasing Entity, the terms of this Attachment 2 will control.

1. Notice of End of Sale.

On or before six (6) months before the End of Sale Date of any Product, Contractor will post a notice of such end of sale at the following Cisco.com site: http://www.cisco.com/en/US/products/prod_end_of_life.html. Customers may also register to receive relevant End of Sale notices directly from Contractor at the following site:http://www.cisco.com/pcgi-bin/Support/FieldNoticeTool/field-notice.

2. Hardware Support.

During the five (5) year period following the End of Sale Date for an applicable Product, Contractor will continue to make available to Purchasing Entities the services described in Contractor's then-current SMARTnet and/or SMARTnet Onsite Service Description posted athttp://www.cisco.com/legal/Smartnet_Onsite_Exhibit.pdf ("SMARTnet"), including the Contractor responsibilities to provide spares and/or replacement parts for applicable Hardware (which will be delivered in accordance with Contractor's Return Materials Authorization process), but excluding Contractor's SMARTnet responsibilities regarding Software support.

3. Software Support.

(a) TAC and Cisco.com Access. Contractor will provide TAC Support and Cisco.com Access to Customer (a) during the five (5) year period following the End of Sale Date of an applicable product to address any **Operating System Software** issues, and (b) during the three (3) year period following the End of Sale Date of an applicable product to address any **Application Software** issues.

(b) Maintenance Releases for One Year After End of Sale. During the one (1) year period following the End of Sale Date for an applicable Product, Contractor will provide maintenance releases, bug

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fixes, workarounds or patches to address **Operating System Software** or **Application Software** issues.

(c) Maintenance Releases Where Available After One Year. After the end the one (1) year period following the End of Sale Date, Contractor will use reasonable commercial efforts to provide available maintenance releases, bug fixes, workarounds or patches to Purchasing Entities (a) for an additional four (4) years to address any **Operating System Software** issues, and (b) for an additional (2) years to address any **Application Software** issues, with the understanding that such support does not include development of new software code or functionality. Each Purchasing Entity further understands that it may be necessary, upon Contractor's suggestion, to use a software upgrade release to resolve issues.

4. Active Support Contract as Condition to Cisco's Obligations, and Availability After End of Sale.

Contractor's obligations under this Attachment 2 are conditioned on a Purchasing Entity maintaining a current and fully paid support contract (e.g., SMARTnet or Software Application Support) covering the applicable End of Sale Product at the time of requested services. After the End of Sale Date for a particular Product, support contracts (each with a term of one (1) year) will be available for purchase or renewal by Purchasing Entity only during the periods set forth below.

(a) During the one (1) year period following the End of Sale Date, Purchasing Entity will have the option to buy a **new** Contractor support contract (e.g., SMARTnet, Software Application Support, etc.) covering the End of Sale Product, to receive the hardware or software support described in this Attachment 2.

(b) During the two (2) year period following the End of Sale Date, Purchasing Entity will have the option to **renew** an active, existing **Application Software** support contract (e.g., Software Application Support) covering the End of Sale Product, to receive the Application Software support described in this Attachment 2.

(c) During the four (4) year period following the End of Sale Date, Purchasing Entity will have the option to **renew** an active, existing **Hardware** and/or **Operating System Software** support contract (e.g., SMARTnet and/or SMARTnet Onsite) covering the End of Sale Product, to receive the Hardware and Operating System Software support described in this Attachment 2.

(d) For purposes of clarification, no new or renewed support contract purchased by Purchasing Entity will extend the duration of Contractor support obligations beyond the periods set forth in Sections 2 or 3 of this Attachment 2.

5. Definitions.

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(a) Capitalized terms used but not otherwise defined in this Attachment 2 have the meanings set forth in Attachment 1 and the Master Agreement, which are incorporated herein by this reference.

(b) "**Cisco.com Access**" means access to the Cisco.com suite of online technical information and resources.

(c) "**End of Sale Date**" means the last date to Order a particular Product through Contractor, as announced on Cisco.com.

(d) "**Operating System Software**" means Contractor's embedded operating system software installed on Contractor Hardware. Examples of Operating System Software include Cisco IOS or CatOS.

(e) "**TAC Support**" means access to Contractor's Technical Assistance Center (TAC), twenty-four (24) hours per day, seven (7) days per week, for assistance with problem-solving and troubleshooting for software.

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Attachment 3
SCOPE OF WORK

This Scope of Work (SOW) describes the deliverables available through this Master Agreement and the scope of what Contractors are expected to offer Participating Entities and Purchasing Entities. This SOW defines the scope of the Master Agreement and is not intended to limit the products and services a Contractor may offer within the defined scope.

I. OBJECTIVES

A. Scope of Work Objectives:

1. Data Communications: For the purposes of this Scope of Work and the resulting Master Agreements, **Data Communications is defined as the products and services that provide the technological capabilities to transmit, receive, and manage digital information through information technology networks.** This SOW seeks the Contractor to provide all aspects of data communications capabilities in a holistic solution, that includes hardware, software, and services, to develop, establish, maintain, secure, and expand data communications networks.

2. Original Equipment Manufacturer (OEM): For the purposes of this Scope of Work and the resulting Master Agreements, **OEM is defined as a Contractor that designs and manufactures data communications hardware.** The OEM (Awarded Contractor) shall provide data communications solutions consisting of the hardware as well as software solutions and services to support the hardware. Offerors are strongly encouraged to review this definition as it pertains to this SOW, to determine its eligibility to submit a proposal. All Offerors must affirm their OEM status (as defined in this section) in Attachment G, Offeror Response Worksheet.

B. Approach and Considerations: The scope of work approach will not establish individual product award categories but will seek to award to OEMs that manufacture data communications hardware and be capable of supporting that hardware through a holistic approach of software, cloud networking, services, etc. to provide the interested Participating Entities secure data communications capabilities in various protocols (data formatting, transmission, and error handling such as TCP/IP, HTTP, FTP, etc.). As stated, there will not be individual award categories, however, this SOW seeks solutions to be provided consisting of, but not limited to, the following common Data Communication fields:

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- **Networking:** The infrastructure and systems that enable connectivity and data transfer, including routers, switches, network management and network optimization tools.
- **Unified Communications:** Data Communications products and technologies that integrate various communications to provide the capability of exchanging digital information seamlessly including, but not limited to, voice, video, and text and other forms of media.
- **Wireless Networking:** Technologies that enable data communication over wireless mediums, including Wi-Fi access points, wireless controllers, and related management tools.
- **Security:** Solutions that ensure confidentiality, integrity, and availability of data and network resources, including firewalls, intrusion detection/prevention systems, encryption technologies, and secure access controls.
- **Facilities Management:** Products and technologies that provide digital capabilities to manage, monitor, and control various facilities functions utilizing access control systems, security and surveillance, energy and climate control, alert and emergency response systems, etc.

The definition of Data Communications above will consist of the following and defined in the below sections of this SOW. Some content and scope in the sections may cross between hardware and software.

- Hardware
- Software
- Services

This Scope of Work is meant to be solution-based, the following content in this SOW is meant to provide guidelines and framework for Data Communications solutions, it is not meant to limit the scope or restrict the solutions or systems. It is strongly encouraged to propose emerging technologies (such as Artificial Intelligence, Internet of Things) under the multiple categories so long as it is considered within the scope of Data Communications, by the definition encompassing this SOW, and adds or enhances the overall solution for the customer. The products must be able to address customers' business needs and integrate into the overall solution.

II. DATA COMMUNICATIONS: HARDWARE

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A. **Networking: Routers –** A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keeps the networks connected to the Internet. Below is a list of routers, this list is not limited to the routers that can be provided under this scope:

   1. **Branch Routers** — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

   2. **Network Edge Routers** — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

   3. **Core Routers** – High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable applications such as Internet Protocol Television (IPTV) and Video on Demand (VoD), and Software as a Service (SaaS).

   4. **Service Aggregation Routers** — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.

   5. **Carrier Ethernet Routers** — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS)

B. **Networking: Switches –** A networking hardware device that connects multiple technology devices within a local area network (LAN). It forwards data packets to the correct destination device, ensuring efficient communication. These can be managed, unmanaged, layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them. Below is a list of switches, this list is not limited to the switches that can be provided under this scope:

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1. Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources.
2. Campus LAN – Core Switches — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly.
3. Campus Distribution Switches — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provide advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).
4. Data Center Switches — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs) a minimum of 10 Gigabit speeds. High availability and modularity differentiate a typical Layer 2/3 switch from a data center switch. Ability to remotely disable and enable individual ports. Support “NetFlow” or equivalent. Jumbo frame supports EVPN over MPLS or BGP (9k bytes), plug and play fabric formation. Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware- based Inter-Switch Link (ISL) trunking.
5. Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic that are designed for Ethernet networks that support video and high-bandwidth applications. Supports a variety of interface types, especially those commonly used by service providers.
6. Carrier Ethernet Access Switches – A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.
7. MPLS and Ethernet-Based WAN Solutions – Modern, scalable WAN technologies replacing legacy SONET networks.

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8. Switch Features and Capabilities – the following list includes desired features and capabilities as necessary for the appropriate switch, as applicable:

    - Security Features: SSHv2 (Secure Shell Version 2), 802.1x (Port Based Network Access Control), Port Security, DHCP (Dynamic Host Configuration Protocol) Snooping, Two-Factor or Multi-Factor Authentication (2FA/MFA), MacSec encryption, Role-based access control lists (ACL)
    - Fast Ethernet/Gigabit Ethernet - 802.3bz (multi-gig interfaces 2.5Gbps and 5 Gbps)
    - 1/10/25/40/100/400 Gbps Support
    - PoE (Power over Ethernet) - up to 90/95W on all ports
    - Port Mirroring
    - Span Taps
    - Support of IPv6 and IPv4
    - Swappable powerlines and fans
    - AC or DC power supply minimum DC input ranging from 18V to 32 VDC and 36V to 72 VDC
    - Switch-port auto recovery
    - Dynamic Trunking Protocol (DTP)
    - Per-VLAN Rapid Spanning Tree (PVRST+)
    - IGP (Interior Gateway Protocol) routing, including non-proprietary such as IS-IS, OSPF, iBGP
    - EGP (Exterior Gateway Protocol) routing, including Border Gateway Protocol (BGP)
    - VPLS (Virtual Private LAN Service) Support
    - VRRP (Virtual Router Redundancy Protocol) Support

C. Networking: Storage

The emergence of new technologies creates an emphasis on storage devices that are connected via networks to servers to data to be accessed, managed, and shared efficiently across multiple systems. The goal is to provide managed centralized storage, increased scalability, and improved data protection and backup solutions.

This scope seeks various storage solutions that facilitate several use cases including, but not limited to, enterprise data centers, high performance computing, virtualization environments, artificial intelligence, security systems, backup and redundancy systems, and disaster recovery systems. Below is a list of storage

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solutions that are desired, this list is not limited to the storage devices or solutions that can be provided under this scope:

1. Storage Area Network (SAN): These devices are high-speed and specialize in block-level storage for data centers. This solution is protocol-independent and can be Fibre Channel (FC), FCOE or similar SAN topology for private cloud storage in virtualized environments.
2. Network Attached Storage (NAS): storage system at the file level connected to an IP network.
3. Fabric and Blade Server Switches: A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

D. Optical Networking

High-capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength-based services.

1. Core DWDM (Dense Wavelength Division Multiplexing) Switches — Switches used in systems designed for long haul and ultra long-haul optical networking applications.
2. Edge Optical Switches — Provide entry points into the enterprise or service provider core networks.
3. Optical Network Management — Provides capabilities to manage the optical network and allows operators to execute end-to-end circuit creation.
4. IP over DWDM (IPoDWDM) — A device utilized to integrate IP Routers and Switches in the OTN (Optical Transport Network).

E. Wireless Networking

Wireless networking hardware are physical devices that enable data transmission without the use of physical cables, using radio waves, microwaves, or infrared signals to connect computers, mobile devices, and networks.

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1. Wireless Access Points (WAP) – A device that allows wireless devices to connect to a wired network using Wi-Fi, or related standards. Capabilities should include:

    - 802.11a/b/g/n/ac/ and later
    - 2.4GHz, 5GHz, and 6GHz support
    - Should be capable of controller via DHCP, or automatically discovering cloud management system
    - Support for WPA2/WPA3
    - UL2043 plenum rated for safe mounting in a variety of indoor environments
    - Support AES-CCMP (128-bit)
    - Provides real-time wireless intrusion monitoring and detection

2. Wireless Router – Combination of a router and wireless access point, provides both internet access and Wi-Fi connectivity.

3. Outdoor Wireless Access Points – Outdoor APs are more rugged devices. Should be able to tolerate the elements of weather to tolerate a wide temperature range, high humidity, exposure to water, dust and oil, be able to be deployed virtually anywhere, provide real-time wireless intrusion monitoring and detection.

4. Wireless LAN Controllers — An onsite or offsite solution utilized to manage Light-weight access points in large quantities by the network administrator or network operations center. These devices are gateways that control user traffic aggregation. The WLAN controller automatically handles the configuration of wireless access points. Capabilities should include:

    - Ability to monitor and mitigate RF interference/self-heal
    - Support seamless roaming from AP to AP without requiring re-authentication
    - Support configurable access control lists to filter traffic and deny wireless peer to peer traffic
    - System encrypts all management layer traffic and passes it through a secure tunnel
    - Policy management of users and devices provides ability to de-authorize or deny devices without denying the credentials of the user, nor disrupting other AP traffic

5. Wireless LAN Network and Cloud-Based Services and Management — Enables network administrators to quickly plan, configure and deploy a

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wireless network, as well as provide additional WLAN services. Some examples include wireless security, asset tracking, and location services. Capabilities should include:

- Provide for redundancy and automatic failover
- Historical trend and real time performance reporting is supported
- Management access to wireless network components is secured
- RFC 1213 compliant
- Automatically discover wireless network components
- Capability to alert for outages and utilization threshold exceptions
- Capability to support Apple's Bonjour Protocol / mDNS
- QoS / Application identification capability
- Zero-touch access point provisioning
- Network-wide visibility and control
- RF optimization,
- Firmware updates

6. Mobile Device Management (MDM) — MDM technology is utilized to allow employees to bring personally owned mobile devices (laptops, tablets, and smart phones) to their workplace, and use those devices to access privileged government information and applications in a secure manner. Capabilities should include:

- Ability to apply corporate policy to new devices accessing the network resources, whether wired or wireless
- Provide user and devices authentication to the network
- Provide secure remote access capability
- Support 802.1x
- Network optimization for performance, scalability, and user experience
- BYOD/unmanaged device configuration (such as SecureW2 or CloudPath)

F. Security Hardware

1. Intrusion Detection/Protection and Firewall Appliances — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs deep inspection of traffic and blocking of attacks.

- Non-disruptive in-line bump-in-the-wire configuration

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- Network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.
- Application awareness, full stack visibility and granular control
- Capability to incorporate information from outside the firewall
- Upgrade path to include future information feeds and security threats
- SSL decryption to enable identifying undesirable encrypted applications (Optional)

2. Data Center and Virtualization Security Products and Appliances — Products designed to protect high-value data and data center resources with threat defense and policy control.

3. Application Delivery and Security – Includes application deliver controllers, load balancers, and Layer 7 Firewalls. Can be physical and virtual load balancers, WAFs, SSL offloading, and advanced traffic management.

III. DATA COMMUNICATIONS: SOFTWARE and CLOUD

Please note that software and cloud offerings are to be related to the functionality and solution-based data communications systems and solutions scope. It is recognized that advancements in technology have provided emerging solutions that do not require hardware or on-premises solutions to provide network and data communications capabilities. This Contract will not require software or cloud services to be tied to a hardware purchase, however, the software and cloud offerings must strictly to relate to Data Communications as per the definition established in this Scope of Work.

Below is a list of software solutions, this list is not limited to the software solutions that can be provided under this scope:

A. Networking Software Solutions

Software covers a wide array of solutions required to support network operation and management within the scope of data communications. These consist of management tools to optimize area networks, or to ensure performance, optimization, capacity, data migration, data reduction and efficiency.

1. Networking Software – Software that runs on a server, or within the Cloud, and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow transfer of data among multiple computers in a network, typically a local area network (LAN), a private network or to other networks. Networking software capabilities should include:

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- Restartable Process
- High availability options
- Targeted operating systems, i.e. DC, campus, core, WAN
- Operating System Efficiencies
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages)
- Load balancing – supports multiple balances in the same system, layer 4+7
- Reporting
- WAN optimization
- Data compression
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages

2. Software Defined Networks (SDN) – Virtually manages flow control and can include SDN virtualized switches, routers, and controllers. These applications enable intelligent networking.

3. Automated Management Software for Network, Cloud, and Data Centers — Software products and solutions for network automation, cloud computing, and IT systems management to ensure secure, reliable, and scalable network operations.

    - Automate routine and repetitive tasks
    - Implement monitoring and alerting for proactive system maintenance
    - Provision, configure, and manage cloud resources (IaaS, PaaS, SaaS)
    - Automate backup, scaling, and deployment processes
    - Monitor server health, storage systems, and power usage
    - Ensure cloud security with identity management, encryption, and compliance controls

4. Edge Computing – Distributed processing near data sources to reduce AI and IoT applications.

5. DDI (DHCP, DNS, IPAM) Management Platforms – Integrated platforms for automating and securing core network services (DHCP, DNS, IP address management).

B. Security Solutions

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Security of networks is paramount for the success of this scope of work and one of the most important aspects to ensure the confidentiality, integrity, and availability of data transmitted over communications networks. Security solutions will secure the data in transit across wired and wireless networks, prevent unauthorized access, inception, and tampering of communications. Security solutions will align with industry standards. The security solutions will enhance monitoring of the network. It is expected that networks be equipped with cutting edge security technology. Network systems need to be aware of the ever-changing landscape of threats, how to detect them, prevent them, and in cases where the threat is present, eliminate the threat.

Please note that this section refers to an array of desired security products. This does not supplement security requirements found in the Master Agreement Terms and Conditions. While some products may overlap or require additional negotiation with the Participating Entity, the MA security terms should be a baseline that take precedence and apply to all of the offerings.

Below is a list of security solutions, this list is not limited to the offerings that can be provided under this scope:

1. Network Security – These security measures will require a comprehensive solution that protect the network and digital infrastructure from cyber threats. These security measures include, but are not limited to:
    - Remote Browser Isolation (RBI): Keeps web content off endpoints to prevent drive-by downloads and malicious scripts.
    - Incident Response Solutions: Rapid-deployment networking solutions for emergency response, including drone communication hubs.
    - Zero Trust OT Security: Focused on securing operational technology environments with strict identity verification.
    - Zero Trust Network Access (ZTNA): Provides secure, identity-based access to applications regardless of location.
    - Malware Analysis & Sandboxing: Isolates and analyzes suspicious files or behavior in a secure environment before execution.
    - DNS Security: Blocks access to malicious domains and provides visibility into domain-level threats.
    - AI Access Security: Controls and monitors access to AI tools and platforms, helping prevent misuse or data leaks.
    - Data Center Security: Protects physical and virtual infrastructure in centralized or hybrid data centers.

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- Data Loss Prevention (DLP): Prevents sensitive data from being lost, leaked, or misused.
- Intrusion Detection and Prevention (IDPS): Monitors and blocks suspicious or malicious network activity.
- AI-Driven Network and Security Management - For automation, anomaly detection, predictive maintenance, and self-optimizing networks.
- IoT Security: Protects connected devices and their communication from exploitation.

2. Cloud Security – Consists of securing the communication channels, protocols, and endpoints involved in data exchanges across cloud services. These cloud security measures include, but are not limited to:

- Cloud Secure Web Gateway: Protects users from malicious internet traffic, enforcing security policies in the cloud.
- Cloud Access Security Broker (CASB): Bridges the gap between cloud service usage and enterprise security policies.
- Cloud Security Posture Management: Continuously monitors and evaluates cloud configurations to ensure they meet security and compliance standards.
- Cloud Workload Protection: Secures applications and services running in cloud environments by protecting workloads from vulnerabilities and threats.
- Cloud Visibility, Compliance, & Governance: Provides centralized insight into cloud resources while enforcing policies for regulatory compliance and governance.
- Secure Access Service Edge (SASE): Converges networking and security services into a single cloud-delivered platform.
- Security Service Edge (SSE): Consolidates cloud-delivered security functions such as SWG, CASB, and ZTNA.
- Cloud-Native Networking and Security: Tools and services supporting hybrid/multi-cloud deployments and modern security architecture.
- Cloud Threat Detection: Identifies suspicious behavior, misconfigurations, and active threats across cloud environments using analytics and threat intelligence.
- Infrastructure as Code (IaC) Security: Scans and secures infrastructure templates (e.g., Terraform, CloudFormation) to detect misconfigurations before deployment.

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3. Identities and Access Management – Consists of managing user identities, controlling access to systems and data, and ensuring that access is granted based on the principle of least privilege. These management security measures include, but are not limited to:

    - Privileged Access Management (PAM): Secures, monitors, and controls access to critical systems by privileged users to reduce the risk of insider threats and credential abuse.
    - Identity as a Service (IDaaS): Delivers cloud-based identity management capabilities such as single sign-on (SSO), authentication, and user provisioning as a service.
    - Access Management: Controls and enforces who can access what resources, when, and under what conditions, often integrating with authentication and authorization policies.
    - Identity Governance and Administration (IGA): Provides policy-based controls to manage user identities, access rights, and lifecycle processes across the enterprise.
    - Directory Services: Centralizes user identity data and authentication across systems, typically using technologies like LDAP, Active Directory, or cloud directories.
    - Micro and Macro Segmentation Solutions: Granular (micro) and broad (macro) network segmentation for enhanced security and compliance.
    - Identity Analytics: Uses data analysis and machine learning to detect anomalies, assess risks, and support access decisions in real-time.

C. Unified Communications – Integrated data communications solutions that can include hardware, software, and services.

Unified Communications (UC) is a solution that integrates multiple communications tools and technologies into a single cohesive end-user interface to enhance business communication. UC features include, but is not limited to the following:

1. Voice Calling (VoIP): Internet-based voice communication, includes E911 support.

    - Support for analog, digital, and IP endpoints
    - Flexibility to configure queue depth and hold time, play unique announcements and Music on Hold (MoH), log in and log out users from a queue and basic queue statistics

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- Enterprise Telephony Features (CFx, Transfer, CID, Shared line appearance, One Number Service, etc.)

2. Video Conferencing: Real-time video meetings and virtual collaboration.
3. Instant Messaging (Chat): Real-time text communication. Solutions that allow communication over the Internet Protocol, within the enterprise, and remotely, as well as with guest users that offers quick transmission of text-based messages from sender to receiver. In push mode between two or more people using personal computers, Desktop (Windows/Mac/VDI/Linux), Mobile/Smartphone, Tablet, along with shared clients, instant messaging basically offers real-time direct written language-based online chat. Instant messaging may also provide video calling, file sharing, PC-to-PC voice calling and PC-to-regular-phone calling
4. Email and Voicemail Integration: Unified inbox for different types of messages.
5. Presence Information: Shows user availability (e.g., available, busy, offline).
6. File Sharing & Collaboration Tools: Enables real-time co-editing and document sharing.
7. AI driven communication tools leveraging machine learning that automate and enhance communication experience and abilities.

D. **Facilities Management, Monitoring and Control** – Integrated data communications solutions that can include hardware, software, and services.

This integrated solution provides the capabilities of monitoring systems and control mechanisms to track, manage, and optimize building performance in areas such as energy, safety, HVAC, lighting, access, and IT infrastructure.

1. Monitoring – The use of technology such as sensors (hardware) and software to track building conditions and security. It can include environmental metrices, power usage, equipment usage and fault detection.
2. Control – The use of technology to automatically or manually manage and control systems in a physical space utilizing monitored data. It can include remote equipment operation, HVAC and lighting systems, power management and backup systems.
3. Security Systems – The use of data communications systems to provide video surveillance, facial recognition, thermal imaging, smart sensors, real-

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time alerts and forensic search. The employment of AI solutions that enable video surveillance and analytics is desired.

IV. DATA COMMUNICATIONS: SERVICES

This SOW seeks not only hardware and software offerings above, but a comprehensive service offering to ensure that all purchases of data communications hardware and software perform properly and optimally. The Contactor shall be responsible for the performance of all aspects of the contract, including the performance of all subcontractors.

A. Services and Consulting

To ensure success of data communications systems and networks, the SOW requires that the Contractor provide holistic solutions consisting of services including, but not limited to the following service areas:

1. Installation

- Site Survey and Assessment – Includes preinstallation site assessments to identify cabling paths, equipment locations, power requirements, and potential constraints
- Network Cabling and Physical Infrastructure – Installation of secured cabling systems and testing of all cables to ensure connectivity.
- Equipment Installation – Mount and install all hardware including firewalls, switches, routers, wireless access points, etc. Configure hardware to design and system specifications, including integrating power supplies.
- Wireless Network Deployment – Install and test wireless access points, optimize signal strength, secure access points by configuring encryption and protocols.
- Configuration and Integration – Load base configurations on hardware, integrate new hardware with existing systems.
- Testing and Validation – Includes performance testing, fault tolerance, connectivity and document results.

2. Maintenance

- Preventative Maintenance – Perform routine inspections and testing of data comm systems.

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- Corrective Maintenance – Respond to system failures, cable faults, or connectivity issues. Replace faulty or defective components, restore service and limit downtime.
- Performance Monitoring – Monitor performance, analyze data traffic efficiency, identify congestion.
- System Configuration Management – Maintain backup copies of data comm system configurations, track and document changes to network.

3. Troubleshooting and Helpdesk

- Support Services – Provide Tier 1 (basic), Tier 2 (intermediate), and Tier 3 (advanced) support for data communication systems. Offer support in multiple channels (phone, email, chat, remote in)
- Incident Management – Log, categorize, prioritize, and track all incidents through a centralized ticketing system
- Guide users through troubleshooting steps for simple issues (e.g., cable checks, adapter settings)

4. Security

- Security Architecture and Design – Includes firewall and perimeter defense consulting.
- Updates and Patching – apply critical updates to system, test and update firewall rules, scan the system for network vulnerabilities.
- Data Encryption and Secure Transmission – Encrypt data in transit using protocols like TLS, IPSec, and VPNs. Secure communications between network nodes, cloud services, and remote users.

5. Training

- Conduct training and knowledge transfer sessions for Participating Entity staff and end users.
- Platforms for upskilling staff in AI, automation, network management, and cybersecurity.
- Provide user guides and quick-reference materials.

B. Service Level Considerations

This SOW seeks quality services administered with successful performance while recognizing that there are multiple potential Participating Entities with many different needs. This service level outline is meant to provide framework for the

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Contractor to incorporate as required and as appropriate per the service level agreed upon by the Contractor and Participating Entity.

1. **Performance Guidelines:**

- Assign a contract manager to act as a liaison and contact person between the Purchasing Entities and the Contractor for the purpose of resolving issues or problems related to any part of this contract.
- Follow the Participating Entities' state and local laws and regulations, especially labor and prevailing wage laws as well as all federal law (i.e. Davis-Bacon Act).
- Employ skilled and experienced professionals for the specific task required to ensure highest quality and neat and expeditious performance.
- Be licensed in each region, state, jurisdiction, etc. where Contractor is approved and awarded to work. Contractor or subcontractor performing work requiring a license must have obtained the license prior to commencing work. The Participating Entity reserves the right to reject a response if the responder fails to provide the Participating Entity adequate documentation of any required license. The Participating Entity reserves the right to verify any required license prior to final award and at any time during the work. The Contractor is responsible for the costs of obtaining or maintaining any licenses, permits, or other costs and shall not pass the cost through on an invoice.
- Be responsible for obtaining all necessary permits, plan reviews, and inspections required for the work when applicable. Permits and Plan Reviews required by local authorities or the State shall be secured and paid for by the Contractor.
- Provide all necessary payroll and prevailing wage reports along with any required statements of compliance along with their invoice.
- Comply with each Participating Entity's cabling, electrical, and construction materials requirements.
- Hazardous Materials – The Contractor is responsible for compliance with any Participating Entity requirements regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the quote and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered

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on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the Participating Entity.

- Final Acceptance of Completed Service by the Participating Entity – Upon completion of installation, maintenance, or repair services, Contractor must submit a request for written final acceptance of service completion from the Participating Entity. After receiving written final acceptance of completion of the service from the Participating Entity, the Contractor may issue an invoice to the Participating Entity. Contractor must satisfy all other Contract submittal requirements necessary for the service prior to submitting the request for written acceptance of service completion. If agreed upon by Participating Entity and Contractor, milestone payments are permitted. The milestones will be in writing and a part of the quote/contract between the Participating Entity and Contractor.

2. Request for Quote

- Provide a quote to any Purchasing/Participating Entity for data communications services and projects prior to any installation.
- Provide a not to exceed number of hours at the time of quote to complete the service and indicate whether the service will be performed on or off site.
- Provide the Participating Entity with a written quote of the amount of additional time needed to complete the service which the Participating Entity must approve in writing before continuing with the service, in the event the number of quoted not to exceed hours is met, but more time is needed to complete the service.
- Provide Contractor's name and subcontractor's name, and representatives.
- Date of quote and contract number at the top.
- Hardware, software, third party products information that will be used in the data communications solution – including price, extended pricing, quantity, license agreements, additional service level agreements.
- Estimated Quantity – clear and concise number of hours for all positions that will perform work.
- Any retainage information based on Participating Entity requirements.

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- Any performance bond information based on Participating Entity requirements.
- Any additional fringe costs such as: milage, lodging, freight, as agreed upon with the Participating Entity.

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Attachment 4
COST PROPOSAL

Pricing for this Agreement is set forth in the Cost Proposal, attached hereto and incorporated by reference. The Cost Proposal is maintained as a separate Excel workbook titled **Cisco Cost Proposal.xlsx**

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Attachment H - Cost Proposal
Solicitation Number: SPB-RFP-2025-0563LS
Data Communications

Offeror Name: Cisco Solutions, Inc.

Data Comm Hardware Sector	Offeror's Minimum Discount	Sales: Direct or Through Supplier Partner
Networking Routers	35%	Supplier Partner
Networking Switches	35%	Supplier Partner
Networking Storage	35%	Supplier Partner
Optical Networking	35%	Supplier Partner
Security Hardware	35%	Supplier Partner

Data Comm Software Sector	Offeror's Minimum Discount	Sales: Direct or Through Supplier Partner
Networking Software Solutions	Non-Net: 10% Net***: 0%	Supplier Partner
Security Solutions	Non-Net: 10% Net***: 0%	Supplier Partner
Unified Communications	Non-Net: 10% Net***: 0%	Supplier Partner
Facilities Management, Monitoring and Control	Non-Net: 10% Net***: 0%	Supplier Partner
***Cisco Net Products including but not limited to, custom, limited, offers added as a result of a company acquisition, or restricted offers on Cisco's then current U.S. Global Pricelist under the Net Category.		

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Service Type	Maximum Hourly Rate	Minimum Discount
Integrator	$743.17	0%
Architect	$743.17	0%
Engingeer	$743.17	0%
Installer	$743.17	0%
Training	$743.17	0%
Other Statement of Work Services	$743.17	0%
Partner Services	$600.00	0%
Support Services	N/A	0%
Professional Services	N/A	0%

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Optical Networking	35%	Supplier Partner
Security Hardware	35%	Supplier Partner

Data Comm Software Sector	Offeror's Minimum Discount	Sales: Direct or Through Supplier Partner
Networking Software Solutions	Non-Net: 10% Net***: 0%	Supplier Partner
Security Solutions	Non-Net: 10% Net***: 0%	Supplier Partner
Unified Communications	Non-Net: 10% Net***: 0%	Supplier Partner
Facilities Management, Monitoring and Control	Non-Net: 10% Net***: 0%	Supplier Partner
***Cisco Net Products including but not limited to, custom, limited, offers added as a result of a company acquisition, or restricted offers on Cisco's then current U.S. Global Pricelist under the Net Category.		

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Architect	$743.17	0%
Engingeer	$743.17	0%
Installer	$743.17	0%
Training	$743.17	0%
Other Statement of Work Services	$743.17	0%
Partner Services	$600.00	0%
Support Services	N/A	0%
Professional Services	N/A	0%

Exhibit III

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT IV

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Florida

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____