



SUBORDINATE CONTRACT MA-017-21011750

BETWEEN COUNTY OF ORANGE AND EPLUS TECHNOLOGY INC. FOR CISCO NETWORK EQUIPMENT

This Contract MA-017-21011750 for Cisco Network Equipment ("Contract"), is made and entered into as of the date fully executed by and between the County of Orange ("County"), a political subdivision of the State of California, acting through the Orange County Information Technology ("OCIT"), and ePlus Technology, Inc. ("Contractor"), with a place of business at 13595 Dulles Technology Dr., Herndon, VA 20171. County and Contractor may be referred to individually as "Party" or collectively as "Parties".

This Contract is comprised of this document and the following Attachments and Exhibits, which are attached hereto and incorporated herein by reference:

ATTACHMENTS

Attachment A: Scope of Work
Attachment B: Compensation and Payment
Attachment C: California Participating Addendum No. 7-20-70-47-01
Attachment D: NASPO ValuePoint Master Agreement Number AR3227 with Cisco Systems, Inc.
Exhibit I: Installment Payment Agreement No. CAM268-13
Exhibit II: Installment Payment Agreement No. CAM268-14
Exhibit III: ePlus Quotation No. 22662917
Exhibit IV: ePlus Quotation No. 22662938

RECITALS

WHEREAS, on September 4, 2019, State of Utah and Cisco Systems Inc., entered into NASPO ValuePoint Contract No. AR3227, hereinafter referred to as "NASPO Contract", for Cisco Data Communication Equipment and Services with Cisco Systems, Inc., effective for the period of June 1, 2014 through May 31, 2021; and

WHEREAS, the State of California has entered into a Participating Addendum No. 7-20-70-47-01 with the Cisco Systems, Inc. ("California Participating Addendum"); and

WHEREAS, Contractor is an Authorized Reseller or Fulfillment Partner for Cisco Systems, Inc.; and

WHEREAS, County and Contractor desire to enter into Contract for Cisco Network Equipment to be provided as further set forth herein.

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

I. Definitions:

- A. "Business Day" or "Business Hours"** means Monday through Friday 8:00 a.m. to 5:00 p.m. U.S. Pacific time, excluding California and federal public holidays in the United States.

- B. “Deliverable(s)”** means tangible and intangible information, material, equipment and/or assets that must be provided by Contractor to County under the terms of this Contract, including any other items as set forth in Attachment A, Scope of Work.

II. County General Terms and Conditions:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Subject to the provisions of Attachment C – California Participating Addendum No. 7-20-70-47-01, and its amendments; Attachment D – State of Utah NASPO ValuePoint Master Agreement Number AR3227 with Cisco Systems, Inc., and its amendments; Exhibit I – Installment Payment Agreement No. CAM268-13; and Exhibit II – Installment Payment Agreement No. CAM268-14, electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Officer or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of all Deliverables is of the essence in this Contract. County reserves the right to refuse any Deliverables and to cancel all or any part of the Deliverables not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order shall not bind County to accept future shipments nor deprive it of the right to return any Deliverables already accepted at Contractor’s expense. Over shipments and under shipments of Deliverables shall be only as agreed to in writing by County. Notwithstanding the foregoing or anything to the contrary herein, (a) County acknowledges that the only the Deliverables or work being performed by Contractor hereunder is for the procurement of Cisco Network Equipment and reselling such Cisco Network Equipment to County, and (b) all applicable termination provisions of the Cisco Network Equipment are specified in Attachment C – California Participating Addendum No. 7-20-70-47-01, and its amendments; Attachment D – State of Utah NASPO ValuePoint Master Agreement Number AR3227 with Cisco Systems, Inc., and its amendments; Exhibit I – Installment Payment Agreement No. CAM268-13; and Exhibit II – Installment Payment Agreement No. CAM268-14. Delivery shall not be deemed to be complete until all Deliverables have actually been received and accepted in writing by County.

- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall be deemed complete upon Contractor's resale of the Cisco Network Equipment specified herein to County, and 2) payment shall be made in accordance with the requirements in Attachment B – Compensation and Payment.
- G. Warranty:** Contractor expressly warrants that the Cisco Network Equipment covered by this Contract are free of liens or encumbrances except for the express warranties made herein, all other applicable warranties are between Cisco Systems, Inc. ("Cisco") and County, as specified in Attachment C – California Participating Addendum No. 7-20-70-47-01, and its amendments, and Attachment D – State of Utah NASPO ValuePoint Master Agreement Number AR3227 with Cisco Systems, Inc., and its amendments. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in Paragraph "Z" below, and as more fully described in Paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranty, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS SOLD OR SERVICES PROVIDED BY THIRD PARTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY CISCO.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Paragraph "Z" below, it shall indemnify, defend and hold County and County indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees. Notwithstanding the foregoing, any applicable warranty of non-infringement or any indemnification claims related to the Cisco Network Equipment are detailed in Attachment C – California Participating Addendum No. 7-20-70-47-01, and its amendments, and Attachment D – State of Utah NASPO ValuePoint Master Agreement Number AR3227 with Cisco Systems, Inc., and its amendments. Contractor has no control over the manufacturing of the Deliverables being resold to County herein, therefore it cannot and does not indemnify County for claims that the Deliverables infringe on or misappropriates any patent, copyright, trademark, trade secret, or any other proprietary right.
- I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,

marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified Attachment C – California Participating Addendum No. 7-20-70-47-01, and its amendments; Attachment D – State of Utah NASPO ValuePoint Master Agreement Number AR3227 with Cisco Systems, Inc., and its amendments; Exhibit I – Installment Payment Agreement No. CAM268-13; and Exhibit II – Installment Payment Agreement No. CAM268-14. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the services, Deliverables, professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors. For purposes of clarity, the parties agree that Cisco shall not be deemed a subcontractor hereunder.
- O. Insurance Provisions:** Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of

insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limit
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the department address listed on the Contract.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by OCIT Contracts & Procurement Division.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflict of Interest Status:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required

under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- U. Freight (F.O.B. Destination):** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

- V. Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County under a non-disclosure agreement with Contractor) access during normal working hours to applicable books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will

provide reasonable notice of such an audit or inspection and such date will be mutually agreed upon.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the Deliverables hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

III. Additional Terms and Conditions:

1. **Scope of Work:** This Contract and its Attachments specifies the contractual terms and conditions by which County will procure Cisco Network Equipment from Contractor. The details of the Deliverables to be provided by Contractor are further outlined in Attachment A entitled, "Scope of Work", attached hereto and incorporated herein by reference.
2. **Term of Contract:** The term of this Contract shall be effective upon full execution of all required signatures and shall continue until all Deliverables and Services have been provided by Contractor, unless otherwise terminated by the County pursuant to the termination provisions of this Contract. Should the California Participating Addendum or NASPO Contract (including for the purposes of this paragraph any renewal or successive NASPO Contract or California Participating Addendum) expire or terminate before the expiration or termination of this Contract's initial or renewal terms, this Contract will remain in effect for the then-current term set forth in the Contract or any renewal amendment (as applicable) that was executed before the NASPO Contract or California Participating Addendum expired or terminated regardless of whether delivery of the Deliverables is completed after the NASPO Contract or California Participating Addendum expired or terminated.
3. **Compensation and Payment:** Contractor agrees to accept the compensation in the manner specified, as set forth in Attachment B entitled, "Compensation and Payment", as full remuneration for (a) providing all services and furnishing all staffing, materials and Deliverables required under this Contract, (b) any reasonably unforeseen difficulties which may arise or be encountered in the performance of the services until acceptance, (c) risks connected with the services, and (d) performance by Contractor of all its duties and obligations required herein as they now exist or may hereafter be amended. County has no obligation to pay any sum in excess of the total Contract

amount specified herein unless authorized by written amendment. Any terms and conditions in Contractor's invoice shall be deemed to be solely for the convenience of Contractor and no such term or condition shall be binding upon the Parties.

Except for the payment of its fees, neither Contractor nor Contractor's agents, employees, or subcontractors, are entitled to any damages from County, nor is any Party entitled to be reimbursed by County, for damages, charges, or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the services, whether or not caused by County.

4. **Not to Exceed Limit:** Subject to Attachment B, the total amount of this Contract shall not exceed **\$6,305,497.75**, the County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties, and which may require approval by the Orange County Board of Supervisors..
5. **Order of Precedence:** In the event of any inconsistency between the articles, attachments, or provisions which constitute this Contract, the following descending order of precedence shall apply:
 - a. The terms and condition in the body of this Contract MA-017-21011750;
 - b. Attachment A – Scope of Work;
 - c. Attachment B – Compensation and Payment;
 - d. Attachment C – California Participating Addendum No. 7-20-70-47-01 and its amendments;
 - e. Attachment D – State of Utah NASPO ValuePoint Master Agreement Number AR3227 with Cisco Systems, Inc., and its amendments;
 - f. Exhibit I – Installment Payment Agreement No. CAM268-13;
 - g. Exhibit II – Installment Payment Agreement No. CAM268-14;
 - h. Exhibit III – ePlus Quotation No. 22662917; and
 - i. Exhibit IV – ePlus Quotation No. 22662938.
6. **Non-Appropriation Clause:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the remainder of the Contract will be terminated in whole without penalty to the County.
7. **Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.
8. **Data - Title to:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
9. **Materials Subject to Disclosure:** This Contract including its Attachments and Deliverables, as defined by this Contract, may be subject to disclosure pursuant to court order or applicable law,

including but not limited to Section 6250 et seq. of the California Public Records Act.

- 10. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted or required to be given hereunder shall be in writing, except through the course of the Parties project managers' routine exchange of information and cooperation during the terms of the work and Services provided. Any written communications shall be deemed to have been duly given upon 1) actual in-person delivery, if delivery is by direct hand, 2) upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first, or 3) upon delivery via electronic mail with confirmation receipt from recipient. If notice is by US certified or registered mail, the date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: ePlus Technology Inc.
Attn: Allison Leaver
13595 Dulles Technology Dr.
Herndon, VA 20171-3413
Phone: 719-208-3428
Email: aleaver@eplus.com

County: OCIT/Project Manager
Attn: Steven Huang
1055 N. Main Street, 6th Floor
Santa Ana, CA 92701
Phone: 714-834-6891
Email: steven.huang@ocit.ocgov.com

OCIT/Contracts & Procurement
Attn: Ely Enriquez, DPA
1055 N. Main Street, 6th Floor
Santa Ana, CA 92701
Phone: 714-834-6825
Email: ely.enriquez@ocit.ocgov.com

- 11. Counterparts:** This Contract may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one and the same agreement. This Contract shall be deemed executed and binding upon the Parties when at least one counterpart bears the signature of each Party's authorized signatory or signatories.

SIGNATURE PAGE

In WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below:

EPLUS TECHNOLOGY INC.*

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

Steve Mencarini

SVP

Print Name

Title

DocuSigned by:

Steve Mencarini

6/29/2021

Signature

Date

Kelsey Codde

Assistant Secretary

Print Name

Title

DocuSigned by:

Kelsey Codde

6/29/2021

Signature

Date

.....

COUNTY OF ORANGE

A political subdivision of the State of California

SIGNATURE: _____

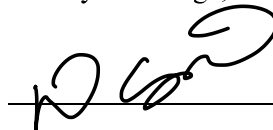
TITLE: _____

DATE: _____

APPROVED AS TO FORM

Office of County Counsel

County of Orange, California

 6/30/21

**ATTACHMENT A
SCOPE OF WORK**

I. Overview:

The County is seeking to procure the second phase of replacement equipment to refresh the County's converged network and voice infrastructure, including routers, switches and voice gateways as well as new network equipment for the new County Administration North building.

II. Contractor Responsibilities

- A. Contractor shall provide the Deliverables identified in Exhibit III – ePlus Quotation No. 22662917 and Exhibit IV – ePlus Quotation No. 22662938.

[Remainder of Page Intentionally Left Blank]

ATTACHMENT B COMPENSATION & PAYMENT

- I. Compensation:** This is a fixed price Contract between County and Contractor for Cisco Network Equipment. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all Services and furnishing all staffing and Deliverables identified in Attachment A, Scope of Work, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. The total amount of this Contract shall not exceed **\$6,305,497.75**. County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties, and which may require approval by the Orange County Board of Supervisors. Contractor shall bill County for goods provided and Services rendered as outlined below.

- A.** Payment Schedule per Installment Payment Agreement CAM268-13 for Enterprise Network Equipment Refresh Phase II identified in Exhibit III – ePlus Quotation No. 22662917:

Payment Number	Payment Due Date	Payment Amount
#1	Net 30 Upon Date of Acceptance	\$1,009,200.71
#2	7/1/2022	\$1,009,200.71
#3	7/1/2023	\$1,009,200.71
#4	7/1/2024	\$1,009,200.71
#5	7/1/2025	\$1,009,200.72
Subtotal:		\$5,046,003.56
Sales Tax:		\$341,576.12
Total:		\$5,387,579.68

- B.** Payment for sales tax on hardware is payable upon date of acceptance and will be individually invoiced in the amount of \$341,576.12.

(Cont'd next page)

- C. Payment Schedule per Installment Payment Agreement CAM268-14 for County Administration Building Network Equipment Phase I identified in Exhibit IV – ePlus Quotation No. 22662938:

Payment Number	Payment Due Date	Payment Amount
#1	Net 30 Upon Date of Acceptance	\$171,508.36
#2	7/1/2022	\$171,508.36
#3	7/1/2023	\$171,508.36
#4	7/1/2024	\$171,508.36
#5	7/1/2025	\$171,508.36
Subtotal:		\$857,541.80
Sales Tax:		\$60,376.27
Total:		\$917,918.07

- D. Payment for sales tax on hardware is payable upon date of acceptance and will be individually invoiced in the amount of \$60,376.27.

II. Payment Terms:

- A. Invoices for goods are to be submitted in advance upon Date of Acceptance by County and in accordance with Exhibit I – Installment Payment Agreement No. CAM268-13 and Exhibit II – Installment Payment Agreement No. CAM268-14.
- B. Invoices for sales tax are to be submitted upon Date of Acceptance by County in accordance with Exhibit I – Installment Payment Agreement No. CAM268-13 and Exhibit II – Installment Payment Agreement No. CAM268-14.

Billing shall cover goods and services not previously invoiced. Contractor shall reimburse the County of Orange for any monies paid to the Contractor for good or services not provided or when goods and services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any goods or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

III. Invoice Instructions: Each invoice must be on Contractor's letterhead and have a unique number and shall include the following information:

- Contractor's name and address
- Contractor's remittance address
- County Subordinate Agreement #MA-017-21011750
- Contractor's Federal I.D. number

- e. Date of Order/Service date(s)
- f. Product/service description, quantity, prices
- g. Total invoice amount

Invoices are to be forwarded to:

County of Orange
OCIT/Budget & Finance Division
Attention: Accounts Payable
1055 N. Main Street, 6th Floor
Santa Ana, CA 92701

Or Via email to: ocitaccountspayable@ocit.ocgov.com

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ATTACHMENT C

CALIFORNIA PARTICIPATING ADDENDUM No. 7-20-70-47-01 AND ITS AMENDMENTS

(SEE SEPARATE ATTACHMENT)

ATTACHMENT D

**STATE OF UTAH NASPO VALUEPOINT MASTER AGREEMENT NUMBER AR3227
WITH CISCO SYSTEMS, INC.**

(SEE SEPARATE ATTACHMENT)

EXHIBIT I

INSTALLMENT PAYMENT AGREEMENT NO. CAM268-13

(SEE SEPARATE ATTACHMENT)

EXHIBIT II

INSTALLMENT PAYMENT AGREEMENT NO. CAM268-14

(SEE SEPARATE ATTACHMENT)

EXHIBIT III

EPLUS QUOTATION NO. 2266291

(SEE SEPARATE ATTACHMENT)

EXHIBIT IV

EPLUS QUOTATION NO. 22662938

(SEE SEPARATE ATTACHMENT)

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-01
DATA COMMUNICATIONS
Utah NASPO ValuePoint Master Agreement Number AR3227
Cisco Systems, Inc. (Contractor)

This Participating Addendum Number 7-20-70-47-01 is entered into between the state of California, Department of General Services (hereafter referred to as “State” or “DGS”) and Cisco Systems, Inc. (hereafter referred to as “Contractor”) under the lead state of Utah NASPO ValuePoint Master Agreement Number AR3227.

1. SCOPE

- A. This Participating Addendum covers the purchase of Data Communications products and associated services under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR3227 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The [State Agency Listing](https://www.ca.gov/agenciesall/) (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin June 1, 2021, or upon signature approval by the State, whichever is later and will end September 30, 2024, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.
- 1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).
 - 2) Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019. This document can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).
 - 3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18. This document can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).

4. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:
- 1) California Participating Addendum Number 7-20-70-47-01
 - 2) Utah NASPO ValuePoint Master Agreement Number AR3227

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service categories are listed in the Utah NASPO ValuePoint Master Agreement AR3227:
- 1) Category 1.1 Unified Communications
 - 2) Category 1.2 Networking
 - 3) Category 1.3 Routers, Switches, Security, and Storage Networking
 - 4) Category 1.4 Wireless
 - 5) Category 1.5 Facility Management, Monitoring, and Control
 - 6) Category 2.1 Maintenance Services
 - 7) Category 2.2 Professional Services
 - 8) Category 2.3 Partner Services
 - 9) Category 2.4 Training

Participating Addendum 7-20-70-47-01**6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)**

A. The following product and service offerings are prohibited for state agencies under this Participating Addendum.

- 1) Leasing (Note: State agencies may utilize financing available through DGS-PD GS \$Mart program.)

These restrictions are not applicable to local governments.

B. Products and services that are available on the California Network and Telecommunications (CALNET) Program and mandatory California statewide contracts cannot be purchased from this Participating Addendum by non-exempt state agencies without an exemption.

State agencies are responsible for contacting the California Department of Technology (CDT) for CALNET contract exemptions and the DGS Procurement Division for mandatory statewide contract exemptions in accordance with the published User Instructions prior to issuing a purchase order.

This restriction is not applicable to local governments.

C. Services that fall within the definition of “public works” as defined in Public Contract Code, Section 1101 and Labor Code Section 1720 are disallowed under this cooperative agreement and must be procured by alternate means.

This restriction is not applicable to local governments.

7. PRICING

Contractor is responsible for maintaining a current price list of available products and services on the NASPO ValuePoint Data Communications 2019-2026 website.

8. AUTHORIZED RESELLERS

A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.

- 1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.
- 2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.

Participating Addendum 7-20-70-47-01

- 3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.
- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.
- E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.
- F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

9. SUBCONTRACTORS

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the Bidder Declaration (GSPD-05-105) provided to ordering agencies at the time an order is quoted.
- C. As the prime contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and State Participating Addendum.
- D. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

- A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.
- B. Contractor will be required to complete and return a [Recycled-Content Certification form](https://www.calrecycle.ca.gov/contracts/forms) (https://www.calrecycle.ca.gov/contracts/forms) upon request by a state agency.

12. DELIVERY

- A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and Contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. Free On Board (F.O.B.) Destination to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net 45 days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The State Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the state of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template

attached hereto as Attachment A. The report is due even when there is no activity.

- B. The DGS Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Agreement.
- C. The report shall be an Excel spreadsheet transmitted electronically to the [DGS Cooperatives mailbox](mailto:PDCooperatives@dgs.ca.gov) (PDCooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

Participating Addendum 7-20-70-47-01

- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Jumana DiHu
Phone:	(773) 269-6397
Email	nvp-help@cisco.com
Address:	Cisco Systems, Inc. Attn: Jumana DiHu 170 West Tasman Dr. San Jose, CA 95134

- B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Julie Matthews
Phone:	(916) 375-4612
Email	Julie.Matthews@dgs.ca.gov

Participating Addendum 7-20-70-47-01

State	Contract Administrator
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. AGREEMENT

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

Participating Addendum 7-20-70-47-01

B. By signing below Contractor agrees to offer the same products/and or services as on the Utah NASPO ValuePoint Master Agreement Number AR3227, at prices equal to or lower than the prices on that contract.

C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA**CONTRACTOR**

Department of General Services

Agency Name



5/28/21

Authorized Signature

Date Signed

Stephanne Lim, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address

Cisco Systems, Inc.

Contractor Name



May 28, 2021

Authorized Signature

Date Signed

Nicolas Alvarez/Manager Legal

Printed Name/Title of Person Signing

170 West Tasman Dr.
San Jose, CA 95134

Address

APPROVED BY LEGAL

**STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT**

AMENDMENT # 1

CONTRACT # AR3227

Original Starting Date: October 1, 2019

Expiration Date: September 30, 2024

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and

Cisco Systems, Inc.

(Referred to as CONTRACTOR or CISCO)

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Effective Date of Amendment: As of the last signature date below.

The parties hereto agree to amend the Master Agreement as follows:

1. Delete the below language in Master Agreement, Attachment A, Section 6.a Administrative Fees:

“The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter.”

and replace with the following:

“The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than **seventy-five (75)** days following the end of each calendar quarter.”

2. Delete the below language in Master Agreement, Attachment A, Section 7.b NASPO ValuePoint Summary and Detailed Usage Reports Detailed Sales Data.

“Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period.”

and replace with the following:

“Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than **sixty (60)** days after the end of the reporting period.”

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR**STATE OF UTAH**

April 1, 2020

Apr 1, 2020

Contractor's Signature Date

State of Utah Division of Purchasing Date

Cisco Systems, Inc. Jenn Pate

Contractor's Name (Print) Authorized Signatory

AMENDMENT REVIEWED BY:

Title (Print) **APPROVED BY LEGAL**

Purchasing Agent	Phone #	e-mail	Fax #	Contract #
Solomon Kingston	801-957-7142	skingston@utah.gov	N/A	AR3227

**STATE OF UTAH COOPERATIVE CONTRACT**

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Cisco Systems, Inc.

Name

170 West Tasman Dr.

Street Address

San Jose

CA

95134

City

State

Zip

Vendor # VC0000118462 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact Name: Mimi Nguyen-Farr, Sr Manager Phone Number: (408) 527-2627 Email: mimnguye@cisco.com

2. CONTRACT PORTFOLIO NAME: Data Communications Products and Services.
3. GENERAL PURPOSE OF CONTRACT: Provide Data Communications Products and Services for the Award Categories provided in Attachment B – Scope of Work.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18001.
5. CONTRACT PERIOD: Effective Date: Tuesday, October 01, 2019. Termination Date: Monday, September 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: Two (2) one year renewal options.
6. Administrative Fee (if any): Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.
7. Prompt Payment Discount Details (if any): N/A.
8. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Value Added Services
ATTACHMENT D: [Reserved]
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation # SK18001.
10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR**DIVISION OF PURCHASING**

August 30, 2019

Contractor's signature

Jenn Pate

Date

Authorized Signatory

Sep 4, 2019

Director, Division of Purchasing

Date

Type or Print Name and Title

APPROVED BY LEGAL

Note: sections negotiated 1, 2, 5, 6, 7, 8, 10, 13, 14, 16, 17, 18, 19, 20, 22, 24, 25, 26, 27, 28, 29, 30, 32, 37, 38, 40, and 46.



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

- a. Any Order placed under this Master Agreement shall consist of the following documents:
 - (1) A Participating Entity's Participating Addendum ("PA");
 - (2) NASPO ValuePoint Master Agreement Terms & Conditions;
 - (3), A Statement of Work, including a Service Level Agreement contained within the Statement of Work;
 - (4) The Solicitation; and
 - (5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this section.

Administrative Data means data related to Purchasing Entity's employees or representatives used to administer or manage Purchasing Entity's use of the Cloud Software. Administrative Data may include Personal Data and information about contractual commitments, whether collected at the time of the initial registration or thereafter.

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 Exhibit 1.

Contractor means the person or entity directly delivering Products or performing services under the terms and conditions set forth in this Master Agreement or through its approved Fulfillment Partners.

Data Breach means any actual, or reasonably suspected by Contractor's information technology security teams, non-authorized access to or acquisition of computerized Purchasing Entity Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Purchasing Entity Data or Personal Data.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without

manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Embedded Software means one or more software applications which are installed and reside on a computing device owned by Purchasing Entity; Purchasing Entity's license to use Embedded Software is set forth in Exhibit 1.

Fulfillment Partner means a third-party contractor or reseller qualified and authorized by Contractor, and approved by the Participating Entity under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Purchasing Entity directly for such 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 any additional terms and conditions.

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.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint 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 State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products and/or Services as authorized under the Master Agreement and Participating Addenda. For clarification purposes, "Blanket Purchase Order" is excluded from the scope of this Master Agreement. "Blanket Purchase Order" is an order that contains multiple delivery dates scheduled during the term of and/or post the expiration date of the Master Agreement, often negotiated to take advantage of predetermined or to lock-in pricing (i.e. from older Contractor pricelists).

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

Participating Entity means a state in the United States of America, or other public sector legal entity (i.e. political subdivisions such as municipalities and counties, and K-12 and higher education institutions) in the United States of America, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States who has the authority to execute a Participating Addendum to this Master Agreement. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a

particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Purchasing Entity Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity provided or transferred to Contractor in the course of using the Services or Cloud Software provided under this Agreement. Purchasing Entity Data includes Administrative Data and does not include Telemetry Data or Statistical Data.

Services mean services that are in scope of this Master Agreement and are supplied or created by the Contractor pursuant to this Master Agreement (to include the attached Services Exhibit in Exhibit 2).

Security Incident means the actual or reasonably suspected by Contractor's information technology security teams, unauthorized access to Purchasing Entity Data and Personal Data that Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum (unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor). A Service Level Agreement may be memorialized within a Statement of Work for the Services. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued. Not every Service provided under this Master Agreement need be covered by a SLA.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written document agreed between Contractor and Purchasing Entity that defines Services and deliverables to be provided to Purchasing Entity.

Software means the binary image of Contractor computer programs (including Upgrades) which could be a downloadable file, delivered on physical media, pre-installed on the on-premise computer system, resident in ROM/Flash (system memory) or cloud-hosted and purchased from Contractor. Software may be either Embedded Software or Cloud Software. Purchasing Entity's license to use Software is set forth in Exhibit 1.

Statistical Data means any information/data that Contractor derives from Purchasing Entity Data and/or Telemetry Data, provided that such information/data is aggregated and/or de-identified such that it cannot reasonably be used to identify an individual or entity.

Telemetry Data means information generated by instrumentation and logging systems created through the use and operation of Contractor products and services.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

- a. The initial term of this Master Agreement is for five (5) years. This Master Agreement may be extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- b. The Master Agreement may be extended for a reasonable period of time, not to exceed six (6) months, if in the judgment of the Lead State 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 shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

- a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way 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 Participating 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 consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- b. Use of specific NASPO ValuePoint's Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of each Participating Addendum. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts,

counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

- e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Purchasing Entity. Any such language shall be void and of no effect.
- f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- g. **Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products when purchased for the Purchasing Entity; sales of hardware Products to the general public as surplus property; and 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 software shall be subject to Contractor's then-current software transfer and relicensing policy.

6. Administrative Fees

- a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.
- b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the sum of all sales at Net Purchase Price at the adjusted prices (if any) in 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.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at

<http://calculator.naspovaluepoint.org>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than sixty (60) days following the end of the calendar quarter (as specified in the reporting tool).

- b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/Purchasing Entity type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Attachment H of the Solicitation.
- c. Sales under Contractor's master agreement are intended for commercial, enterprise and government use only. Sales to employees for personal use are prohibited. [RESERVED].
- d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and Participating Addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- b. Contractor agrees, as Participating Addenda become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.
- c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider Purchasing Entity's proposed terms and conditions, as deemed important to the Purchasing Entity, for possible inclusion into the Purchasing Entity agreement. Contractor will ensure that their sales force is aware of this contracting option.
- d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, terminate the Master Agreement pursuant to section 35 or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Termination based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to terminate the Master Agreement pursuant to Section 35 or to terminate for default pursuant to Section 37

9. NASPO ValuePoint eMarket Center

- a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's Purchasing Entities' to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.
- b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide Purchasing Entity's information regarding the Contractor's website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.
- c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the Purchasing Entity to have.
- d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State 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; nor does the limitation preclude Contractor providing limited information as necessary for Contractor to perform its duties or secure or exercise any rights under the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint'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. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All pricing must be guaranteed for the first year of the Master Agreement.

Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period. Requests for price increases must include sufficient documentation supporting the request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturers national price increase

announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase.

No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

12. Individual Purchasing Entities

Except to the extent modified by a Participating Addendum, 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 State has in the Master Agreement, 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.

Administration of Orders

13. Ordering and Orders

- a. Lead State desires that the Master Agreement identifier and purchase order numbers be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence. Any such information will be per Contractor's existing free form structure, without customization. The purchase order numbers reflect Contractor's Fulfillment Partner purchase order numbers; however, Contractor will request that its Fulfillment Partners use reasonable efforts to provide the Purchasing Entity's Purchase Order number in the free form notes.
- b. Contractor reserves the right to require that purchases be made through Fulfillment Partners. Where so required by Contractor, Purchasing Entities shall not order Products and/or Services directly from Contractor and shall order same from Fulfillment Partner. 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.
- c. Any contingencies on Purchasing Entity's Purchase Orders are not binding upon Contractor. The terms and conditions of this Master Agreement and applicable Participating Addendum prevail, regardless of any additional or conflicting terms on the Purchase Order, or other correspondence from Purchasing Entity to Contractor and any additional or conflicting terms are deemed rejected by Contractor unless Contractor has expressly agreed to such terms in writing. Mere acceptance or processing of a Purchase Order or Order containing such terms shall not constitute such express consent.
- d. All Purchase Orders are subject to Contractor's reasonable acceptance (including performing any related credit checks). Contractor shall use commercially reasonable efforts to accept or reject orders in writing within ten (10) days from receipt, or within three (3) business days, if orders are placed electronically.
- e. Purchasing Entity may defer product shipment up to thirty (30) days from the originally scheduled shipping date, provided written notice is received by Contractor at least ten (10) days before the originally scheduled shipping date. Cancelled orders, rescheduled deliveries, or product configuration changes made by Purchasing Entity less than ten (10)

days before the original shipping date are subject to Contractor's acceptance and a charge of fifteen percent (15%) of the total invoice amount relating to the affected Product(s). Contractor reserves the right to reschedule delivery due to configuration changes made within ten (10) days of scheduled shipment. No cancellation shall be accepted by Contractor where products are purchased with implementation services, including but not limited to design, customization, or installation services, except as may be set forth in the agreement or Statement of Work under which the services are to be rendered. Notwithstanding anything to the contrary, if Contractor is delayed in shipping the product for thirty (30) days or more from the original shipping date, the Purchasing Entity may cancel the order without charge.

- f. Services. Purchasing Entity may place Purchase Orders for the various services offered by Contractor. The provision of any such services, if accepted by Contractor, shall be subject to the terms and conditions set forth in this Agreement, including the Services Exhibit attached hereto as Exhibit 2, as well as the then-current terms of service offerings set forth on Contractor's website at <https://www.cisco.com/c/en/us/about/legal/service-descriptions.html>. Contractor reserves the right to subcontract services to a third party organization to provision services for Purchasing Entity.
- g. All stated 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 same.
- h. Notwithstanding anything contained in the Master Agreement to the contrary, modifications which Contractor deems necessary to comply with specifications, changed safety standards or governmental regulations, to make the product 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 NASPO, and such altered product shall be deemed fully conforming. 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, which is found at the following URL: <http://www.cisco.com/c/en/us/products/eos-eol-policy.html> Purchasing Entity may make a last-time purchase of such products as set forth in such policy.
- i. Purchasing Entities may define entity 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 Master Agreement Contractors and/or Fulfillment Partners should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- j. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor and/or Fulfillment Partner as applicable is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- k. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- l. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

- m. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- n. All communications concerning administration of Orders placed shall 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.
- o. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Maintenance agreements may have terms as prescribed in Section 27. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- p. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to 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 or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after or extend after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

- a. The prices are the delivered price to any Purchasing Entity. All deliveries for hardware Products shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges pre-paid by the Contractor, for the standard shipping time intervals. 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. Title for hardware Products and risk of loss shall pass to the Purchasing Entity upon delivery. The minimum shipment amount, if any, will be found in the special terms and conditions. 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.
- b. Any damage to a building interior, scratched walls, damage to the freight elevator, etc., negligently caused by Contractor will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.
- d. Scheduled shipping dates will be assigned by Contractor as close as practicable to Purchasing Entity's requested date based on Cisco'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 line-

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.

- e. 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-receipt shall be to promptly provide the information to the Purchasing Entity after such notification.
- f. 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.
- g. Purchasing Entity shall assume responsibility for compliance with applicable export laws and regulations, including the preparation and filing of shipping documentation necessary for export clearance. This also applies in cases where Purchasing Entity requests delivery of hardware Products to Purchasing Entity's forwarding agent. Purchasing Entity agrees not to use any export licenses owned by Contractor.
- h. Contractor is not liable for damage or penalty for delay in delivery or for failure to give notice of delay.
- i. All sales are final. Except for return remedies set forth in the warranty statements, Contractor only permits the return of unopened hardware Products due to Contractor's shipping or order processing errors, or damage in transit. No other returns are authorized. The return of hardware Product must be in accordance with Contractor's return policy and procedures. Warranty returns will not be subject to any restocking fees.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance

Purchasing Entity has thirty (30) days after hardware Product delivery to inspect the hardware Product for external damage and for any concealed damage ("Acceptance Period"). If external or concealed damage is revealed during the Acceptance Period, then Purchasing Entity shall notify Contractor. At Contractor's option, Contractor shall (i) repair such damage, (ii) ship a replacement, or (iii) refund the purchase price (upon return of the hardware Product). After such Acceptance Period the Products shall be deemed accepted. Acceptance does not relieve the Contractor of liability or responsibility under Contractor's warranty obligation for the hardware Product.

17. Payment

Upon and subject to credit approval by Contractor, payment is due 30 days the date of the invoice. Invoices for products ordered without implementation services shall be rendered by Contractor on or after the date of delivery of such products to the Purchasing Entity. Contractor may assess overdue account charges up 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, Order, or otherwise prescribed by applicable law. If at any time Purchasing Entity is delinquent in the payment of any invoice, or is otherwise

in breach of this Agreement, Cisco may, in its discretion, and without prejudice to its other rights, withhold shipment (including partial shipments) of any order, require Purchasing Entity to prepay for further shipments, and/or withhold the provision of Services, until complete payment has been received. Purchasing Entity grants Cisco a security interest in Products purchased under this Agreement to secure payment for such Products. If requested by Cisco, Purchasing Entity agrees to execute financing statements to perfect this security interest. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" to Fulfillment Partners under this contract.

18. Warranty

All hardware Products are sold, Software licensed, and Services delivered with Contractor's standard limited warranty as set forth below.

- a. **Hardware Products.** Contractor warrants that from the date of shipment by Contractor to Purchasing Entity, and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the warranty card accompanying the product or at <https://www.cisco.com/go/warranty>, the hardware Product will be free from defects in material and workmanship, under normal use. This limited warranty extends only to the original user of the product. Purchasing entity's sole and exclusive remedy and the entire liability of Contractor and its suppliers under this limited warranty will be, at Contractor's or its service center's option, (i) shipment of a replacement within the period and according to the replacement process described in the warranty card (if any) or if no warranty card, as described at <https://www.cisco.com/go/warranty>, or (ii) a refund of the purchase price, if the hardware Product is returned to the party supplying it to Purchasing Entity, if different than Contractor, freight and insurance prepaid. Contractor replacement parts, used in the replacement of hardware Products, may be new or equivalent to new. 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.
- b. **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 to 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 Purchasing Entity's sole and exclusive remedy under this warranty for Embedded Software. Except as set forth herein, Embedded Software are provided "as is". 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.

- c. Cloud Software Products. Unless otherwise provided for in the applicable Cloud Offer Description, 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.
- d. Services. Contractor warrants that Services sold under this Agreement pursuant to Exhibit 2 will be performed in a workmanlike manner and, where applicable, will materially comply with the applicable Service Description. Purchasing Entity must promptly notify Contractor of a breach of 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
- e. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 18, 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.

19. Title of Product

Title to hardware Products and risk of loss shall pass to Purchasing Entity upon delivery. To the extent the transfer of title to the hardware Product includes a license to use any Embedded Software in the hardware Product subject to the terms of the End User License Agreement set forth in Exhibit 1. If Purchasing Entity subsequently transfers title of the hardware Product to another entity, transfer of the license to use the Embedded Software shall be subject to Contractor's then-current software transfer and relicensing policy.

20. License of Pre-Existing Intellectual Property

Contractor grants to Purchasing Entity a license to Software pursuant to the license terms and restrictions set forth in Exhibit 1.

21. No Guarantee of Service Volumes

The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

22. Purchasing Entity Data

Purchasing Entity retains full right and title to Purchasing Entity Data provided by it. Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service that can be identified to Purchasing Entity may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

23. System Failure or Damage

In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

24. [RESERVED].

25. Data Privacy

The Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a Statement of Work with a Purchasing Entity for the processing of such data, at the request of the Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the data categorization to determine what data the Contractor will hold, store, or process. To the extent applicable and reasonable, the Contractor must document the data categorization in the Statement of Work.

26. Transition Assistance

- a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. Only as set forth in a Services SOW under this Agreement, the Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.
- b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.
- c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

27. Performance and Payment Time Frames that Exceed Contract Duration

All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired.

General Provisions

28. Insurance

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, 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.
- b. Coverage shall be written on an occurrence basis. The limits required shall be as indicated below:
 - (1) Commercial General Liability 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 \$1 million per occurrence/\$3 million general aggregate provided that such limit can be satisfied with any combination of primary and umbrella insurance;

- (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state 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.
- d. Contractor's general liability insurance shall (1) include the Participating States identified in the Request for Proposal as additional insureds for liabilities falling within Contractor's indemnity obligations under this Agreement that are otherwise covered by such insurance, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. If any of the insurance required herein is cancelled or nonrenewed, Contractor shall replace such insurance so that no lapse in coverage occurs, and shall provide a revised certificate of insurance evidencing same.
- e. Contractor shall furnish to the Lead State copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall 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 State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. Records Administration and Audit

- a. 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 shall adequately reflect payments and fees. Contractor shall permit the Lead State, 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. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this 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. Such access will be (i) with at least ten (10) business days advance written notice, during normal business hours (ii) shall not unduly interrupt or interfere with Contractor's normal business operations, and (iii) in the event that such audit is conducted by a third party, such third party shall, prior to conducting such audit, execute a confidentiality agreement for the benefit of Contractor in a form reasonably satisfactory to Contractor.
- b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of Administrative Fees found as a result of the examination of the Contractor's records.
- c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

30. Confidentiality, Non-Disclosure, and Injunctive Relief

- a. Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of dealing under this Master Agreement, be exposed to or acquire information that is confidential to the other party. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by the receiving party or its employees or agents (the "Receiving Party") 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 ("Confidential Information") of the disclosing party ("Disclosing Party"). 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. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Receiving Party) publicly known; (2) is furnished by Disclosing Party to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Receiving Party'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 Disclosing Party without the obligation of confidentiality, (5) is disclosed with the written consent of Disclosing Party or; (6) is independently developed by employees, agents or subcontractors of Receiving Party who can be shown to have had no access to the Confidential Information.
- b. Non-Disclosure. Each Party 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 (other than subcontractors as necessary to perform the obligations of this Master Agreement) or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Each Party shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Each Party shall use commercially reasonable efforts to assist Disclosing Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Receiving Party shall advise Disclosing Party immediately if Disclosing Party 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 this Master Agreement, and Receiving Party shall at its expense cooperate with Disclosing Party in seeking injunctive or other equitable relief in the name of Disclosing Party against any such person. Except as directed by Disclosing Party, Receiving Party will not at any time during or for three years 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 Disclosing Party's request, Receiving Party shall turn over to Disclosing Party all documents, papers, and other matter in their possession that embody Confidential Information. Notwithstanding the foregoing, Receiving Party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.
- c. Injunctive Relief. The parties acknowledge that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Disclosing Party that is inadequately compensable in damages. Accordingly, Disclosing Party 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. Receiving Party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Disclosing Party and are reasonable in scope and content.
- d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- e. The confidentiality obligations under this section shall also extend to (as included within the definition of Confidential Information) Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/Purchasing Entity, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to

disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Section 29.

To the extent permitted by law, Receiving Party shall notify the Receiving Party of any entity seeking access to the Confidential Information described in this Section 30. The Receiving Party will be authorized to disclose Confidential Information as may be required by applicable law pursuant to a valid order issued by a court or government agency or relevant regulatory authority (including a stock exchange), provided that the Receiving Party provides: (i) prior written notice to the Disclosing Party of such obligation; and (ii) the opportunity to oppose such disclosure.

31. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

32. Assignment/Subcontracts

- a. Contractor shall not assign, sell, transfer, or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State. Contractor may, with prior written consent from Participating States, 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 Offers.
- b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

33. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to 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.

34. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

35. Termination

Unless otherwise stated, this Master Agreement may be terminated by either Lead State or Contractor upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, 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.

36. 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 war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

37. Defaults and Remedies

- a. The occurrence of any of the following events by Contractor shall be an event of default under this Master Agreement:
 - (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this Master Agreement; or
 - (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; or
 - (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
 - (5) Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of sixty (60) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State 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 State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.
- c. 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 State shall have the right to exercise any or all of the following remedies:
 - (1) Exercise any remedy provided by law; and
 - (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
 - (4) Suspend Contractor from being able to respond to future bid solicitations; and
 - (5) Suspend Contractor's performance; and
 - (6) Withhold payment until the default is remedied.
- d. 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 with respect to its Participating Addendum, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase 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.

38. Waiver of Breach

Failure of the either party to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver must be in writing. Waiver by a party any default, right or remedy under this Master Agreement or Participating Addendum, or with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall 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, Participating Addendum, or Purchase Order.

39. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

40. Indemnification; Limitation of Liability

- a. General Indemnity - Each party shall defend, indemnify and hold harmless the other party, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, bodily injury, or damage to tangible personal property (not including lost or damaged data) arising from negligent or willful misconduct act(s), error(s), or omission(s) of the indemnifying party, its employees or subcontractors or volunteers, relating to its performance under the Master Agreement. In the event that the indemnified party's or a third party's negligent or willful misconduct acts, errors or omissions contributed to cause the injury or damage for which a claim of indemnity is being asserted against the Contractor, the damages and expenses (including, without limitation, reasonable attorneys' fees) shall be allocated or reallocated, as the case may be, between the indemnified party, the Contractor, and any other party bearing responsibility in such proportion as appropriately reflects the relative fault of such parties, or their subcontractors, or the officers, directors, employees, agents, successors, and assigns of any of them, and the liability of the Contractor shall be proportionately reduced.

The foregoing indemnification obligations are conditioned upon the indemnified party promptly notifying the indemnifying party in writing of the claim, suit, or proceeding for which the indemnifying party is obligated under this Subsection, cooperating with, assisting, and providing information to, the indemnifying party as reasonably required, and granting the indemnifying party 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.

- b. Indemnification – Intellectual Property. The Contractor shall defend any claim against NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, or Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims by third parties that Contractor's Products provided under this Agreement, infringes patents, copyrights or trademarks ("Intellectual Property Claim") of another person or entity.
 - (1) The Contractor's obligations under this section shall not extend to the extent any Intellectual Property Claim is based on:
 - (a) compliance with any designs, specifications, requirements, or instructions by any Indemnified Party or a third party on Indemnified Party's behalf; or
 - (b) the modification of the Contractor's Product by anyone other than Contractor; or
 - (c) 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
 - (d) the combination of the operation, or use of a Contractor's Product with third party products, software or business processes.
 - (2) The Indemnified Party shall notify the Contractor promptly after receiving notice of an Intellectual Property Claim. If Indemnified Party fails to notify Contractor promptly of the Intellectual Property Claim, and that failure prejudices Contractor's ability to defend, settle or respond to the Intellectual Property Claim, then Contractor's obligation to defend or indemnify 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 prompt notification shall relieve Contractor of any obligation to reimburse for Indemnified Party's attorneys' fees incurred prior to notification. If the Contractor 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. The Indemnified Party shall furnish, at the Contractor's reasonable request, information and assistance necessary for such defense.

- (3) If an Intellectual Property Claim is made or appears likely, Indemnified Party shall permit Contractor to procure for Indemnified Party the right to continue using Contractor's Product, or to replace or modify the Contractor's Product with one that is at least functionally equivalent. If Contractor determines that none of those alternatives is reasonably available, then Indemnified Party will return and/or cease using Contractor's Product and Contractor will refund to Indemnified Party the remaining net book value of the Contractor's Product calculated according to generally accepted accounting principles.
- (4) This Section 40(b) is Contractor's entire obligation and Indemnified Party's exclusive remedy regarding any Intellectual Property Claims.
- c. **Limitation of Liability.** Except for Contractor's obligations under Section 40(a) (General Indemnity) and Section 40(b) (Indemnification – Intellectual Property) notwithstanding anything else herein, all liability of Contractor and its suppliers to any Participating Entity (and any Purchasing Entity under the Participating Entity) for claims arising under this Agreement, the applicable Participating Addendum, or otherwise shall be limited to the greater of (i) three million dollars (\$3,000,000.00) or (ii) the money paid to Contractor by the Participating Entity under this Master Agreement 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.
- d. **Waiver of Consequential Damages.** In no event shall Contractor or its suppliers be liable for any (i) special, exemplary, incidental, indirect or consequential damages, or loss of or damage to data (except for a loss of Purchaser data caused by Contractor's negligence), (ii) loss of: profits, revenue, business, anticipated savings, use of any product or service, opportunity, goodwill or reputation, or (iii) wasted expenditure (other than any expenditure necessarily incurred to discharge the innocent party's duty or to mitigate its losses)

41. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, 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.

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

42. Governing Law and Venue

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

- b. 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 Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- c. 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 State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

43. 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.

44. 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.

45. 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.

46. Entire Agreement:

This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted, except for those terms as referenced in this Master Agreement.

eMarket Center Appendix

- a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.
- b. Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.
- c. At a minimum, the Contractor agrees to the following:
 - (1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.
 - (2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**
 - (a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data no more than once per 30 days to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.
 - (b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update no more than once per 30 days to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.
- d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year (see required Price Guarantee Period section 11). The following conditions apply with respect to hosted catalogs:
 - (1) Updated pricing files are required each calendar month of the month and shall go into effect in the eMarket Center on as approved by the Lead State contract administrator.
 - (2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.
- e. Supplier Network Requirements: Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More

information about the SQSN can be found at: www.sciquest.com or call the JAGGAER Supplier Network Services team at 800-233-1121.

- f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:
 - (1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and
 - (2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and
 - (3) The Catalog must include a Lead State contract identification number; and
 - (4) The Catalog must include detailed product line item descriptions; and
 - (5) The Catalog must include pictures when possible; and
 - (6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.
- g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.
- h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.
- i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.
- j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.
- k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

Exhibit 1 – Additional Contractor Terms and Conditions

END USER LICENSE AGREEMENT

This End User License Agreement (the “Agreement”) governs Your Use of Cisco Software and is between You and Cisco. Please read it carefully. The Agreement includes the applicable Cloud Offer Description(s) located at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html> and SEULA(s) located at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html> (each, “Supplemental Terms”). Capitalized terms are defined in Section entitled “Definitions” and the order of precedence in the event of conflict is in Section 1 (“Master Agreement Order of Precedence”). Depending on whether the Software is delivered on-premise as Embedded Software or as a Cisco-hosted cloud offering of Cloud Software, certain terms herein may not apply to Your purchase.

By clicking ‘accept,’ or Using the Software, You agree to the terms of this Agreement. You must have the authority to enter into this Agreement. If You do not have such authority, or if You do not agree with the terms of this Agreement, do not click accept and do not Use the Software. If You determine that You cannot comply with the terms of this Agreement after You have paid for the Software, You may return the Software to the Approved Source, disable or uninstall the Embedded Software and/or cease Your Use of the cloud-hosted Cloud Software and receive a full refund, provided You do so within thirty (30) days of Your initial purchase.

Section 1. License

- a. **License.** Subject to Your payment of the applicable fees to an Approved Source and compliance with this Agreement, Cisco grants You a limited, non-exclusive license to Use the Software and related Documentation for Your internal business purposes only and in accordance with any Supplemental Terms, Order and/or Entitlement. In the event that Cisco requires You to register as an end user, Your license is valid only if the registration is complete and accurate. The Embedded Software delivered for Use on-premise may contain open source software, and is subject to separate license terms. A list of such open source software and related license agreements can be found at www.cisco.com/go/opensource.
- b. **Limitations and Restrictions.** Unless expressly authorized by Cisco in writing, You will not and will not allow a third party to:
 - i. Sell, resell, transfer, sublicense, or assign Your rights under this Agreement to any other person or entity (except as expressly provided in Section 1.f below);
 - ii. modify, adapt or create derivative works of the Software or Documentation;
 - iii. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as authorized by Cisco ;
 - iv. make the functionality of the Software available to third parties in a managed or network provisioned service;
 - v. Use Software that is licensed for a specific device, whether physical or virtual, on another device;
 - vi. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software;
 - vii. Use the Software on secondhand and/or refurbished Cisco equipment; or
 - viii. Use the Software on third party hardware unless otherwise set forth in the Documentation (or otherwise authorized by Cisco in writing).
- c. **Your Use of Cloud-Hosted Software.** You will be responsible for the accuracy, quality and legality of Your Customer Data, the means by which You acquired Your Customer Purchasing Entity Data and Your Use of Your Customer Entity Data with our Software. You will not (i) interfere with other customer access to, or use of, the Software, or with the security of the Software; (ii) facilitate the attack or

disruption of the Software, including a denial of service (DoS) attack, unauthorized access, monitoring or crawling or distribution of malware (including but not limited to viruses, Trojan horses, worms, time bombs, spyware, adware or cancelbots), or (iii) cause an unusual spike or increase in Your use of the Software that Cisco determines fraudulently or negatively impacts the operating capability of the Software. If Your use of the Software requires or permits You to use any Cisco Content, You (and Your agents) may only use such Cisco Content with the Software and with third-party products or services offerings that Cisco has identified as compatible. You will not extract Cisco Content from or use it separate from the Software, nor will you provide Cisco Content to a third party

- d. **Third Party Use of Software.** You may allow a third party to Use the Software licensed to You solely (i) on Your behalf, (ii) for Your internal operations, and (iii) in compliance with this Agreement. You agree that You are responsible for any breach of this Agreement by that third party.
- e. **Upgrades and Additional Copies.** Notwithstanding anything else in this Agreement, You may not Use Upgrades and additional copies of the Software unless You:
 - i. hold a valid license to the Software, are in compliance with such license, and have paid the applicable fee for the Upgrade; and
 - ii. purchase the Upgrade separately or have a valid support agreement covering the Software, either as part of a subscription or purchased separately; and
 - iii. Use additional copies *solely* for backup purposes limited to archiving for restoration purposes.
- f. **Transferability/Assignment.** You may only transfer or assign Your license rights to on-premise Embedded Software to another person or entity in accordance with the current Cisco Relicensing/Transfer Policy. Any transfer or assignment other than in accordance with the Transfer Policy will have no effect. Cisco may transfer or assign any of its rights or delegate any of its obligations under this Agreement in its sole discretion.
- g. **Interoperability.** If required by applicable law, Cisco will provide You with the interface information needed to achieve interoperability between the on-premise Embedded Software and another independently created program. Cisco will provide this interface information at Your written request after You pay Cisco's licensing fees (if any). You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Cisco makes the information available.
- h. **Non-production and Trial Use.**
 - i. We may provide beta versions of the Software for you to evaluate and provide feedback. Beta versions are not generally released and may only be used for limited, temporary purposes ("Beta Software"). The Beta Software may not be used in a production environment. Beta Software is unsupported and may contain bugs, errors, and other issues. You accept Beta Software "AS-IS," without warranty of any kind, and Cisco is not responsible for any problems or issues related to Your use. You understand that the Beta Software may never be generally available and we may discontinue it in our sole discretion at any time for any reason and delete any Customer Data or other data without liability to You. Your Use of the Beta Software is valid for thirty (30) days from the date it is made available to You. You will be invoiced for the list price if You do not return or stop Using it. You may not publish any results of benchmark tests run on the Beta Software without first obtaining written approval from Cisco.
 - ii. We may also give You trial access to generally-available Software. Any trial period will expire in thirty (30) days unless otherwise stated in writing from Cisco. Trials are also provided "AS-IS" without support or any express or implied warranty or indemnity of any kind. At any time during or at the end of the trial, Cisco may terminate the trial and deactivate or delete Your account and any related data, information, and files, and bar any further access to such data, information and files for any reason.

Section 2. Fees and Payment

Fees for the Software are set out in Your purchase terms with Your Approved Source. Fees are non-refundable and payment obligations are non-cancelable, except as provided here, in Your purchase terms, or where prohibited by law.

Section 3. Ownership and Your Data

- a. **What We Own.** Cisco and its licensors retain ownership of all intellectual property rights in and to the Software and its underlying technology and associated Documentation (together, “Materials”), including all improvements, enhancements, modifications, and derivative works. Cisco reserves all rights to the Materials that are not expressly granted under this Agreement or the Supplemental Terms.
- b. **What You Own and What You Do with It.** You retain all right, title and interest in and to Customer Data. You authorize Cisco to use any feedback or ideas You provide in connection with Your Use of the Software for any purpose. You represent that all account information You provide is accurate and will be kept up-to-date and that You will use reasonable means to protect Your account from any unauthorized use or access, and promptly notify Cisco of any such use or access.
- c. **How We Use Your Data.** Cisco will process Customer Data and Personal Data in accordance with this Agreement, Cisco’s [Privacy Statement](#), and the applicable Supplemental Terms. Cisco will maintain administrative, physical and technical safeguards consistent with industry standards and the Documentation, which are designed to provide security, confidentiality and integrity of the Customer Data we process. Certain Data that Cisco collects from the Software, or that You provide or make accessible to Cisco as part of Your use of the Software, is necessary for the essential use and functionality of such Software. Data is also used by Cisco to provide associated services such as technical support and to continually improve the operation, security and functionality of the Software. For those reasons, You may not be able to opt out from some of the Data collection other than by uninstalling, disabling or ceasing use of the Software.
 - i. **Use of Telemetry Data and Statistical Data.** Cisco may process Telemetry Data related to Your use of the Software in order to (i) deliver, enhance, improve, customize, support, and/or analyze the Software and other Cisco offerings, and (ii) derive Statistical Data. Cisco may freely use Telemetry Data that does not identify You or any of Your Authorized Users. Statistical Data is owned by Cisco and may be used for any legitimate interest or purpose, including, without limitation, for purposes of enhancing, developing, marketing, and/or promoting Cisco products and services, including the Software.
 - ii. **International Data Transfers.** Cisco may process and store Customer Data and Personal Data in the United States or outside of the country where it was collected. You are responsible for providing any required notices to Authorized Users and obtaining all required consents from Authorized Users regarding the processing and transfer of their Personal Data by the Software, including international transfers. Cisco will only transfer Personal Data consistent with applicable law. If Cisco processes Personal Data from the EEA or Switzerland on Your behalf, we will do so in a manner consistent with the relevant EU- or Swiss-US Privacy Shield Principles (“Principles”) (see www.commerce.gov/privacyshield) or successor frameworks. If Cisco transfers Personal Data from an APEC Member Economy on Your behalf, Cisco will process such Personal Data in a manner consistent with the APEC Cross Border Privacy Rules Systems requirements (“CBPRs”) (see www.cbprs.org) to the extent the requirements are applicable to Cisco’s processing of such data. If Cisco is unable to provide at least the same level of protection as required by the Principles or CBPRs, Cisco will promptly notify You and cease processing.

Section 4. Software Support

We will provide basic technical support for subscription Cloud and Embedded Software, as described in the Supplemental Terms. Higher levels of support for subscription Software, and support for perpetual Software is separately available for purchase.

Section 5. Term and Termination

- a. Your right to Use the Software begins on the date (i) the on-premise Embedded Software is made available for download or installation, or (ii) You receive notice that the cloud hosted Cloud Software is provisioned or available for Your use, and continues until the end of the term specified in the Order or Entitlement, unless otherwise terminated in accordance with this Agreement (“Initial Term”).

If the Software is licensed for use both on-premise and cloud-hosted, Your right to Use begins on the earlier of the date the Software is made available for download or is ready for provisioning.

- b. **Software subscriptions will automatically renew for the renewal period selected on the Order ("Renewal Term") unless (i) either party notifies the other (including via the Approved Source) in writing at least thirty (30) days before the end of the then-current term of its intention not to renew or (ii) You or Your Approved Source elect on the Order at the time of initial purchase not to auto-renew the Software subscriptions. Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You or Your Approved Source promptly notify us in writing, before the applicable renewal date, that You do not accept the fee changes. In such event, the Software subscription will terminate at the end of the Initial Term.**
- c. If a party materially breaches this Agreement and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate this Agreement for cause. Cisco also has the right to immediately suspend or terminate Your use of the Software if You breach Section 1.c or Section 1.a or 1.b above. Upon termination or expiration of this Agreement, You must cease any further use of the Software and destroy any copies within Your control. Upon any termination by You for Cisco's material breach of the Agreement, we will refund to You or Your Approved Source any prepaid fees covering the remainder of the Term after the effective date of termination. Upon any termination by Cisco for Your material breach of the Agreement, You will pay Cisco or Your Approved Source any unpaid fees covering the remainder of the Term.
- d. Cisco reserves the right to end the life ("EOL") of the Software by providing prior written notice by posting at <http://www.cisco.com/c/en/us/products/index.html>. If You or Your Approved Source prepaid a license fee for Your Use of EOL Cloud Software, Cisco will use commercially reasonable efforts to transition You to a substantially similar Cloud Software. If Cisco does not have a substantially similar Cloud Service, then Cisco will credit You any unused portion of the prepaid fee for such Cloud Service, calculated from the last date the Cloud Service is available. Such credit can be applied towards the future purchase of Cisco products.

Section 6. General Provisions

- a. **Audit.** During the license term for the Software and for a period of three (3) years after its expiration or termination, you will take reasonable steps to maintain complete and accurate records of Your use of the Software sufficient to verify compliance with this Agreement. No more than once per twelve (12) month period, You will allow Cisco and its auditors the right to examine such records and any applicable books, systems (including Cisco product(s) or other equipment), and accounts, upon reasonable advanced notice, during Your normal business hours. If the audit discloses underpayment of license fees, You or Your Approved Source will pay such license fees plus the reasonable cost of the audit within thirty (30) days of receipt of written notice.
- b. **Survival.** Sections 1.b, 3, 5, 6.a, 6.b, 6.d, 6.g shall survive termination or expiration of this Agreement.
- c. **Subcontracting.** We may also subcontract any performance associated with the Software to third parties. Any such subcontract will not relieve Cisco of any of its obligations under this Agreement.
US Government End Users. The Software and Documentation are "commercial items," as defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal Acquisition Regulation Supplement ("DFAR") 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, Government end users will acquire the Software and Documentation with only those rights set forth in this Agreement. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.
- d. **Modifications.** As our business evolves, we may change this Agreement or any of its components (except an Order). Changes to the Agreement will only apply to future Orders.

- e. **Compliance with Law.** You will comply with all applicable laws and regulations related to Your receipt and use of the Software. You must ensure You have the right to use all features of the Software in Your jurisdiction. Cisco will comply with all applicable laws in the provision of the Software to You. We may restrict the availability of the Software in any particular location or modify or discontinue features to comply with applicable laws and regulations. Cisco may also share information as necessary to comply with laws and subject to Cisco's policy on law enforcement requests found at <http://www.cisco.com/c/en/us/about/trust-transparency-center/validation/report.html>.
- f. **Integration.** If any portion of this Agreement is not enforceable, it will not affect any other terms. Except as expressly stated in a signed agreement, this Agreement, together with any Supplemental Terms is the complete agreement between the parties with respect to the Software and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral) regarding this subject matter. In the event of any conflict, the order of precedence is: i) Supplemental Terms; ii) this Agreement; then iii) any applicable policies referenced in this Agreement. The parties agree that the English version of the Agreement will govern in the event of a conflict between it and any version translated into another language.

Definitions

“Administrative Data” means data related to Your employees or representatives to administer or manage Your use of the Software. Administrative Data may include Personal Data and information about our contractual commitments, whether collected at the time of the initial registration or thereafter.

“Approved Source” means Cisco or a Cisco authorized reseller, distributor or systems integrator, including a Fulfillment Partner under the NASPO ValuePoint Master Agreement Terms and Conditions.

“Authorized User” means the individuals authorized by You to access the Software.

“Cisco” “we,” “our” or “us” means Cisco Systems, Inc. or its applicable affiliate, the Contractor under the NASPO ValuePoint Master Agreement Terms and Conditions.

“Cisco Content” means any Cisco-provided content or data including, but not limited to, geographic and domain information, rules, signatures, threat intelligence or other threat data feeds, suspicious URLs and IP address data feeds.

“Cloud Software” means a Cisco-hosted software offering as described in the applicable Cloud Offering Description purchased by You.

“Confidential Information” means non-public confidential or proprietary information of the disclosing party that is clearly marked confidential or should be reasonably assumed as confidential given the nature of the information and the circumstances of disclosure.

“Customer Data” means Purchasing Entity Data in the NASPO ValuePoint Master Agreement Terms and Conditions.

“Data” means Telemetry Data and Statistical Data.

“Documentation” means the Cisco user or technical manuals, training materials, specifications, privacy data sheets, or other information applicable to the Software.

“Entitlement” means the license detail, including license metric, duration, and quantity provided in a product ID (PID) published on Cisco's price list, claim certificate or right to use notification.

“Force Majeure Event” means an event beyond the affected party's reasonable control, including accidents, severe weather events, acts of God, actions of any government agency, epidemic, pandemic, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

“Cloud Offer Description(s)” means the additional terms and conditions applicable to the specific cloud-hosted Software licensed under this Agreement (located [here](#)).

“Order” means an ordering document (including a web or other electronic form) that specifies the duration, type/product ID (PID) and quantity of Software to be provided and the associated fees.

“Personal Data” has the same meaning in the NASPO ValuePoint Master Agreement Terms and Conditions.

“SEULA” means the Supplemental End User License Agreement containing additional terms and conditions for the on-premise Software licensed under this Agreement (located here).

“Software” means the binary image of Cisco computer programs (including Upgrades) which could be a downloadable file, delivered on physical media, pre-installed on the on-premise computer system, resident in ROM/Flash (system memory) or cloud-hosted purchased from an Approved Source. Software may be either Embedded Software or Cloud Software.

“Statistical Data” means any information/data that Cisco derives from Customer Data and/or Telemetry Data, provided that such information/data is aggregated and/or de-identified such that it cannot reasonably be used to identify an individual or entity.

“Telemetry Data” means information generated by instrumentation and logging systems created through the use and operation of Cisco products and services.

“Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.

“Use” or **“Using”** means to download, install, activate, access or otherwise use the Software

“You” or **“Your”** means the Purchasing Entity purchasing the Software pursuant to the NASPO ValuePoint Master Agreement Terms and Conditions and applicable Participating Addendum.

Exhibit 2 -Additional Contractor Terms and Conditions

Services Exhibit

This Services Exhibit governs all Orders for Services placed under the NASPO Master Agreement Terms and Conditions ("NASPO Master Agreement"). This Services Exhibit consists of the terms set forth in Exhibit 2 (including its attachments) and the Service Description Purchasing Entity may elect to purchase.

1. DEFINITIONS

Terms not defined in the body of the NASPO Master Agreement are those set out in the Glossary of Terms at the end of this Exhibit 2.

2. SCOPE

This Exhibit describes the terms and conditions for (a) Direct Purchases from Cisco by Customer of Services, and (b) delivery by Cisco of the Services according to the options ordered by Customer or otherwise provided by Cisco to Customer. Cisco will provide Services for Products and Customer will be entitled to receive Services for which (i) the applicable Services fees have been paid, (ii) a valid Software license has been granted and (iii) Customer provides information requested by Cisco such as valid serial numbers, site location, contract number, and Product type.

3. PRICING

For direct purchases from Cisco, and subsequent Equipment List renewals, prices for Services shall be those specified in Cisco's then-current Price List less any applicable contract discount in effect under the NASPO Master Agreement at the time of acceptance of the Purchase Order by Cisco, or (b) those set forth in a written price quotation submitted by Cisco or its Fulfillment Partner, if at or below the stated contract discount. All stated prices are exclusive of taxes, fees, and duties or other amounts in accordance with the NASPO Master Agreement. Any taxes related to Services purchased pursuant to this Agreement shall be paid by Customer or Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. In the event that Customer is unable to provide valid and applicable serial number(s) for Product and Cisco agrees to provide Services, then Service fees payable by Customer shall be at Cisco's then-current time and materials or non-contract service rates. Subject to the price discount floor established by Cisco under the NASPO Master Agreement, for indirect purchases, Fulfillment Partners are free to determine their resale prices unilaterally.

Customer understands that no employee or representative of Cisco or anyone else has any authority to determine such resale prices, or to limit the Fulfillment Partners' pricing discretion with respect to Services

In the event that Customer is unable to provide valid and applicable serial number(s) for Product and Cisco agrees to provide Services, then Service fees payable by Customer shall be at Cisco's then-current time and materials or non contract service rates.

4. INVOICING

Fees for Services, other than those for which a SOW is required, shall be invoiced in advance of delivery of Services. The timing of invoices for Services provided pursuant to a SOW shall be set forth in the respective SOW.

5. TERM AND TERMINATION

- a. The term of an Equipment List shall commence on the date set forth on such Equipment List, which may be up to sixty (60) days following the date of Purchase Order acceptance. The term of an Equipment List shall be for a period of one year and shall be renewed automatically for

successive one year terms, unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current one year term.

- b. The term of each SOW shall be stated in the SOW.
- c. Any Equipment List or SOW may be terminated if Services fees are not paid when due and payment has not been received within thirty (30) days after notice from Cisco of such past due payment, or otherwise in accordance with the termination provisions set out in the Agreement.
- d. Cisco reserves the right to make changes to the scope and content of the Services or part thereof, including terminating the availability of a given Service, at any time upon thirty (30) days' prior notice. Such changes will become effective upon renewal of the affected Equipment Lists and SOWs. If Customer does not agree to a change of scope or content, Customer may terminate any affected Equipment List or SOW by notifying Cisco at least sixty (60) days prior to the expiration of the then current one year term of the Equipment List or SOW. In such case, Cisco shall continue to provide Services until the next expiration date of the affected Equipment List or SOW.
- e. Upon termination of any Equipment List, or SOWs, Customer shall pay Cisco for all work performed under the affected Equipment Lists or SOWs up to the effective date of termination at the agreed-upon prices, fees, and expense reimbursement rates.
- f. Firm Orders for Services under this Services Exhibit placed and accepted prior to expiration of the contract term, (even if involving a multi-year commitment) remain valid in accordance with the contract terms which shall remain binding as to such prior orders only for the term stated therein, and shall not otherwise constitute an extension of the NASPO Master Agreement and this Services Exhibit for any other Services.

6. [INTENTIONALLY LEFT BLANK]

7. LICENSES

- a. Subject to Customer's compliance with the terms of this Services Exhibit, any applicable AS Service Description or SOW, and the End User License Agreement (**EULA**) set forth in Exhibit 1, Cisco grants to Customer a worldwide, non-exclusive and non-transferable license to use for Customer's internal business use only: (i) Software provided as a result of Services, if any, solely in object code form; (ii) other Deliverables specified in an applicable AS Service Description or SOW, if any, and (iii) Data Collection Tools, if any (collectively and individually, the "**Licensed Materials**"). In addition, Cisco grants to Customer a right to modify and create derivative works of any Scripts provided by Cisco to Customer pursuant to this Services Exhibit, solely for Customer's internal business use. These license grants do not include the right to sublicense; provided that Customer may permit its suppliers, subcontractors and other related third parties to use the Licensed Materials solely on Customer's behalf for Customer's benefit, provided that Customer ensures that any such use is subject to license restrictions and confidentiality obligations at least as protective of Cisco's rights in such Licensed Materials as are specified in this Agreement.
- b. Nothing in this Agreement, any AS Service Description or any SOW shall alter or affect the Intellectual Property rights and/or licenses provided with any Cisco Products.
- c. Customer hereby grants to Cisco a perpetual, irrevocable, royalty free, worldwide right and license to all Intellectual Property in the Customer Feedback (as defined below) to use and incorporate Customer Feedback into any Services, Products, Deliverables, Data Collection Tools, Reports, Scripts or Cisco Pre-Existing Technology, and to use, make, have made, offer to sell, sell, copy, distribute and create derivative works of such Customer Feedback for any and all purposes whatsoever, and Customer acknowledges and agrees that it will obtain no rights in or to any Services, Products, Deliverables, Data Collection Tools, Reports, Scripts or Cisco Pre-Existing Technology as a result of Cisco's use of any such Customer Feedback. For purposes of this Agreement, "**Customer Feedback**" means all oral or written communications regarding improvements or changes to any Services, Products, Deliverables, Data Collection Tools, Reports, Scripts or Cisco Pre-Existing Technology that Customer provides to Cisco.

8. OWNERSHIP

- a. Each party will retain the exclusive ownership of all its pre-existing Intellectual Property, Confidential Information and materials, including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology that are owned by a party prior to commencement of any Services hereunder, or that are otherwise developed by or for such party outside the scope of this Agreement ("**Pre-Existing Technology**").
- b. Except as otherwise expressly set forth in applicable SOW, Cisco owns and will continue to own all right, title and interest in and to the Services, Products, Deliverables, Data Collection Tools, Reports, Scripts, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology provided or developed by Cisco (or a third party acting on Cisco's behalf) pursuant to this Agreement, including modifications, enhancements, improvements or derivative works of any of the foregoing, regardless of who first conceives or reduces to practice, and all Intellectual Property in any of the foregoing (collectively, "**Cisco Intellectual Property**").
- c. As between Customer and Cisco, Customer shall at all times retain all right, title and interest in and to all of Customer's Pre-Existing Technology and all Intellectual Property that is developed by Customer or by a third party on Customer's behalf thereafter, other than Cisco Intellectual Property. Third Party Products shall at all times be owned by the applicable third party, and will be subject to any applicable third party license terms.

9. SUBCONTRACTING

Cisco reserves the right to subcontract Services to a third-party organization to provide Services to Customer. Any such subcontract shall not relieve Cisco of any of its obligations under this Services Exhibit or the NASPO Master Agreement.

EXHIBIT 2 -- ATTACHMENT 1

GLOSSARY OF TERMS

Additional Services means installation of new Hardware, system additions, Hardware upgrades, dispatch of a field engineer, or non-mandatory engineering changes.

Advance Replacement means shipment of replacement Field-Replaceable Unit (FRU) before receiving failed or defective FRU.

Advanced Services means the Services set forth in the AS Service Description(s) found at <http://www.cisco.com/go/servicedescriptions> and/or SOW(s) selected by the Customer. Advanced Services does not include Cisco's core maintenance services, such as Smart Net Total Care or Software Application Services, nor does it apply to the purchase, support or maintenance of any Products.

Advanced Services Engineer means the Cisco engineer appointed to be the main point of contact for a Customer purchasing Advanced Services.

Application Software means non-resident or standalone Software Products listed on the Price List that include but are not limited to Cisco Systems® Network management Software, security Software, IP telephony Software, Internet appliance Software, Cisco® Intelligent Contact Management Software, IP Contact Center Software, and Cisco Customer Interaction Suite Software.

AS Service Descriptions mean the description of the Advanced Services available from Cisco, which are available at <http://www.cisco.com/go/servicedescriptions> and which are incorporated in this Agreement by reference.

Authorized Channel means a system integrator, distributor or reseller authorized by Cisco to sell Services.

Business Days means the generally accepted days of operation per week within the relevant region where the Services shall be performed, excluding local holidays as observed by Cisco.

Cisco means Contractor under the NASPO Master Agreement.

Customer means Purchasing Entity under the NASPO Master Agreement.

Data Collection Tools means Hardware and/or Software tools that support Cisco's ability to provide troubleshooting on cases, data analysis, and report generation capabilities as part of the Advanced Services.

Depot Time or **Local Time** means Central European Time for Services provided in Europe-Middle-East and Africa, Australia's Eastern Standard Time for Services provided in Australia, Japan's Standard Time for Services provided in Japan, and Pacific Standard Time for Services provided in all other locations.

Deliverable(s) means, with respect to each AS Service Description and/or SOW, the items to be delivered by Cisco to Customer as set forth in an applicable AS Service Description and/or SOW, including, without limitation, any Software, Reports, Data Collection Tools, and/or Scripts.

Device Type means a Cisco supported Hardware Product (for example, Cisco Catalyst® 6509 Switch, GSR 12000 and Cisco 7200 Series Router).

Direct Purchases means purchases of Services by Customer directly from Cisco.

Equipment List means the list of Hardware and/or Software for which Cisco provides services.

Event means notification by Customer of its performance of a planned Network Hardware, Software, or configuration change.

Feature Set Upgrade means a separately licensed and priced Software release that contains an enhanced configuration or feature set.

Field-Replaceable Unit (FRU) means any component or subassembly of an item or unit of Hardware that reasonably can be replaced at Customer's location. FRUs also may be subject to size and weight limitations.

Four-hour Response means:

- (i) For Advance Replacement Service, the four-hour time period commences upon the Cisco problem diagnosis and determination that a FRU is required and ends when the FRU is delivered onsite.
- (ii) For onsite service, the four-hour time period commences upon the Cisco problem diagnosis and determination that remedial onsite service is required and ends when Cisco personnel arrive onsite.

Indirect Purchases means purchases of Services by Customer through an Authorized Channel.

Intellectual Property means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

Level 1 means support that is defined as having the necessary technical staff (Cisco or Cisco-authorized reseller) with appropriate skill, perform installations, Remedial Hardware Maintenance, and basic Hardware and Software configuration on Cisco Products.

Level 2 means support that is defined as having the necessary technical staff with the appropriate skills to perform isolation, replication and diagnosis of internet-based problems on Cisco Product(s). Customer shall not report Software bugs to Cisco prior to attempting to identify the source of such bugs and testing in Customer's Network where appropriate. If the Customer cannot duplicate the bug in Customer's Network, Customer and Cisco shall cooperate in attempting to replicate and resolve related Software bugs in either Customer's or Cisco's test facility as mutually agreed. In all cases Customer will address Software bugs on a best effort basis to replicate same in Customer's Network and document activity to Cisco before seeking further resolution with Cisco's participation.

Local Time means local time on Business Days.

Maintenance Release means an incremental Software release that provides maintenance fixes and may provide additional Software functions. Cisco designates Maintenance Releases as a change in the digits to the right of the tenths digit or of the hundredths digit of the Software version number [x.x.(x) or x.x.x.(x)].

Major Release means a release of Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the Software version number [(x).x.x].

Minor Release means an incremental release of Software that provides maintenance fixes and additional Software functions. Cisco designates Minor releases as a change in the tenths digit of the Software version number [x.(x).x].

Network means a set of interconnected and interworking Cisco supported Hardware and Software that is implemented, operated, and supported by Customer from a single network operations center (NOC).

Network Infrastructure means your core transport and aggregation Network technology (for example, metro optical, ATM/Frame Relay, IP core and Cisco security devices including, but not limited to, Firewall, IDS and VPN3000).

Network Infrastructure Size means the total value of Products in Customer's Network based on the global list price of the Products that Customer has purchased.

Remedial Hardware Maintenance means diagnosis and onsite replacement of Hardware components with FRUs.

Reports means reports, recommendations, network configuration diagrams, and related non-Software Deliverables provided by Cisco to Customer pursuant to this Agreement.

Scripts means software scripts, macros and batch files provided by Cisco to Customer pursuant to this Agreement.

Services means one or more of the services options selected by the Customer in its Purchase Order and described at: <http://www.cisco.com/go/servicedescriptions>

Services Descriptions mean the detailed descriptions of the Services purchased by Customer which are incorporated into this Services Exhibit by reference.

Standard Business Hours means (i) 8:00 AM to 5:00 PM, Depot time, on Business Days for replacement of failed Products and (ii) 8:00 AM to 5:00 PM, Local Time at location of the respective Cisco TAC, on Business Days for case handling of TAC calls.

TAC means the Cisco Technical Assistance Center.

Technical Support Services means Services that provide both essential proactive and reactive operation and maintenance support Services identified as Technical Support Services at <http://www.cisco.com/go/servicedescriptions>.

Technology Application means specific technologies including, but not limited to, content networking, broadband, and IP telephony that do not operate at the Network Infrastructure level.

Third Party Products means third party hardware and/or software, and all upgrades/updates thereto, that are designated by Cisco as required for:

- (i) The operation of Application Software in conformance with Cisco applicable Application Software Documentation; and
- (ii) Cisco support of the Application Software.

Transactional Advanced Services means the project related or consultancy Services sold under a Statement of Work.

Two-hour Response means:

- (i) For Advance Replacement, the two-hour time period commencing with Cisco's problem diagnosis and determination that a FRU is required and ending when the FRU is delivered onsite.
- (ii) For onsite service, the two-hour time period commencing with our problem diagnosis and determination that remedial onsite service is required and ending when Cisco personnel arrive onsite.

Update means Cisco Software Maintenance Releases, Minor Releases and Major Releases containing the same configuration or feature set as originally acquired, unless the Customer has upgraded the applicable Hardware or Software to a configuration or feature set other than what was originally acquired, and the applicable license fee for that upgrade has been paid. Updates do not include Feature Set Upgrades.

EXHIBIT 2 -- ATTACHMENT 2

CISCO SEVERITY AND ESCALATION GUIDELINES

Customer shall assign a severity to all problems submitted to Cisco.

Severity 1 means an existing Network is down or there is a critical impact to Customer's business operation. Customer and Cisco both will commit full-time resources to resolve the situation.

Severity 2 means operation of an existing Network is severely degraded or significant aspects of Customer's business operation are negatively impacted by unacceptable Network performance. Customer and Cisco both will commit full-time resources during Standard Business Hours to resolve the situation.

Severity 3 means operational performance of the Network is impaired, although most business operations remain functional. Customer and Cisco both are willing to commit resources during Standard Business Hours to restore service to satisfactory levels.

Severity 4 means information is required on Application Software capabilities, installation, or configuration. There is little or no impact to Customer's business operation. Customer and Cisco both are willing to provide resources during Standard Business Hours to provide information or assistance as requested.

If you do not believe that adequate progress is being made or that the quality of Cisco service is satisfactory, we encourage you to escalate the problem to the appropriate level of management by asking for the TAC duty manager.

Cisco Escalation Guideline

<i>Elapsed Time*</i>	<i>Severity 1</i>	<i>Severity 2</i>	<i>Severity 3</i>	<i>Severity 4</i>
1 hour	Customer Engineering Manager			
4 hours	Technical Support Director	Customer Engineering Manager		
24 hours	Vice President, Customer Advocacy	Technical Support Director		
48 hours	President/CEO	Vice President, Customer Advocacy		
72 hours			Customer Engineering Manager	
96 hours		President/CEO	Technical Support Director	Customer Engineering Manager

*Severity 1 escalation times are measured in calendar hours—24 hours per day, 7 days per week. Severity 2, 3, and 4 escalation times correspond with Standard Business Hours.

EXHIBIT 2 -- ATTACHMENT 3

SERVICES NOT COVERED

Services that are not expressly set forth in the applicable Service Description or Statement of Work document are not covered under such Service Description or Statement of Work, including, without limitation, the following:

1. Services are only provided for generally available Products and Software releases/versions, unless agreed otherwise.
2. Any customization of, or labor to install, Software and Hardware (including installation of Updates).
3. Furnishing of supplies, accessories or the replacement of expendable parts (e.g., cables, blower assemblies, power cords, and rack mounting kits).
4. Electrical or site work external to the Products.
5. Any expenses incurred to visit End User's location, except as required during escalation of problems by Cisco.
6. Service for Hardware that is installed outdoors or that is installed indoors but requires special equipment to perform such Service.
7. Hardware replacement in quantities greater than three (3) FRUs, including those replacements due to pervasive issues documented in an engineering change notice or field alert unless End User has troubleshoot failed Hardware down to the FRU level.
8. Services performed at domestic residences.
9. Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by one or more of the following: (a) natural causes; (b) environmental failures; (c) your failure to take any required actions; (d) a negligent or willful act or omission by you or use by you other than as specified in the applicable Cisco-supplied documentation; or (e) an act or omission of a third party.
10. Services or software to resolve Software or Hardware problems resulting from third party product or causes beyond Cisco's control or failure to perform your responsibilities set out in this document.
11. Services for non-Cisco Software installed on any Cisco Product.
12. Any Hardware or third party product upgrade required to run new or updated Software.
13. Erasure or other removal of any customer or third party data on Products (or parts thereof) returned, repaired or otherwise handled by Cisco.
14. Additional Services are provided at the then-current time and materials rates.
15. Except as otherwise agreed, Software entitlement, including media, documentation, binary code, source code or access in electronic or other form is not provided. In addition, except as otherwise provided, no right, use or license to our Software is granted and you acknowledge and agree that you obtain no such rights.
16. Application Software is not supported as part of the SMARTnet support services provided by Cisco and is only supported under a separate service description.

The non-entitlement policies posted at <http://www.cisco.com/go/warranty> are hereby incorporated into this Agreement by this reference.

Capitalized terms are defined in the Glossary of Terms, or may be as set forth in the applicable Service Description or Statement of Work.

Attachment B – Scope of Services Awarded to Contractor

I. Data Communications Award Categories

The scope for this contract is as provided below. Contractor may offer products (i.e. white box, artificial intelligence, etc.) and services within the Categories it received an award in. Each category also allows for Internet of Things (IoT) products. These products must be an IoT product that can be deployed within, upon, or integrated into a government agency's physical asset to address government line of business needs. Proposals are expected to include IoT products designed to support common government lines of business in specific subcategories i.e. routers, switches, end points, etc. IoT products can only be provided in categories that the vendor is awarded in and can include endpoints that support items in that category.

Category 1.1: UNIFIED COMMUNICATIONS (UC).

A set of products that provides a consistent unified user interface and user experience across multiple devices and modes of communications. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and meeting solutions (i.e., web, audio, IM&P, file sharing, white boarding, guest support, etc.). It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs. General UC solution capabilities should include:

- High Availability for Call Processing
- Hardware Platform High Availability
- Network Connectivity High Availability
- PSTN Access resiliency
- Call Processing Redundancy
- Optional Branch Office Survivability Services

1.1.1 IP Telephony — Solutions utilized to provide the delivery of the telephony application (for example, call setup and teardown, and telephony features) over IP, instead of using circuit-switched or other modalities. Capabilities should include:

- Support for analog, digital, and IP endpoints
- Centralized Management
- Enterprise Telephony Features (CFx, Transfer, CID, Shared line appearance, One Number Service, etc.)
- Provide basic hunt group and call queuing capabilities
- 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 (from the phone
- E911 Support
 - National E911 Routing Services (proper PSAP routing when PSTN access is centralized)
 - 911 Device Tracking Services
 - 911 On-Site Notification Services

1.1.2 Instant messaging/ Presence — 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-phonecalling.

- IM Persistency / Workstream Collab
- File Sharing Services, Desktop Sharing Services

1.1.3 Unified messaging — Integration of different electronic messaging and communications media (e-mail, SMS, Fax, voicemail, video messaging, etc.) technologies into a single interface, accessible from a variety of different devices.

- Ability to access and manage voice messages in a variety of ways, using email inbox, Web browser, desktop client, VoIP phone, or mobile phone
- Visual Voicemail Support (Optional)
- ASR / Transcription Services for recorded messages

1.1.4 Contact Center — A computer-based system that provides call and contact routing for high-volume telephony transactions, with specialist answering “agent” stations and a sophisticated real-time contact management system. The definition includes all contact center systems that provide inbound contact handling capabilities, outbound call/contact center and automatic contact distribution, combined with a high degree of sophistication in terms of dynamic contact traffic routing management.

1.1.5 Communications End Points and Applications

- Attendant Consoles (Telephone Station)
- IP Phones (desktop devices and accessories)
- Room Based Conferencing Endpoints (Conf Phones, SparkBoard, JamBoard, Surface Hub)

1.1.6 UC Network Monitoring — Provides end-to-end service management for Unified Communications. Capabilities include testing, performance monitoring, configuration management, accounting/billing, analytics (capacity planning), contact center specialized reports (utilization, queue KILs, call abandonment ratios, etc.), and business intelligence reporting.

1.1.7 Collaboration — Voice, video, workstream collaboration, and web conferencing; messaging; mobile applications; and enterprise social software. Doesn't include the audio visual software or hardware.

1.1.8 Collaborative Video — A set of immersive video technologies that enable people to feel or appear as if they were present in a location that they are not physically in. Immersive video consists of a multiple codec video system, where each meeting attendee uses an immersive video room to “dial in” and can see/talk to every other member on a screen (or screens) as if they were in the same room and provides call control that enables intelligent video bandwidth management.

1.1.9 Content Delivery Systems (CDS) — A large distributed system of servers deployed in multiple data centers connected by the Internet. The purpose of the content delivery system is to serve content to a very large number of end-users (i.e., quarterly all hands meetings/webinar) with high availability and high performance. CDSs serve content over the Internet, including web objects (text, graphics, URLs, and scripts), downloadable objects (media files, software, documents), applications (e-commerce, portals), live streaming media, on-demand streaming media, and social networks.

Category 1.2: NETWORKING.

1.2.1 Network Application Services.

Application networking solutions and technologies that enable the successful and secure delivery of applications to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

1.2.1.1 Virtualized Load Balancers — Virtual devices that act like a reverse proxy to distribute network and/or application traffic across multiple servers to improve the concurrent user capacity and overall reliability of applications. Capabilities should include:

- SSL (Secure Sockets Layer) Off-loading
- Caching capabilities
- Layer 4 Load Balancing
- Layer 7 Load Balancing
- Detailed Reporting
- Supports multiple load balancers in the same system for multiple groups
- Supports TLS1.2

1.2.1.2 WAN Optimization — An appliance utilizing a collection of techniques for increasing data-transfer efficiencies across wide-area networks (WAN). Capabilities should include:

- CIFS (Common Internet File System) acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages)

1.2.2 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:

- Restartable Process
- High availability options
- Targeted operating systems, i.e. DC, campus, core, wan, etc.
- Operating System Efficiencies
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages).

1.2.2.1 Network Management and Automation — Software products and solutions for network automation, cloud computing, and IT systems management.

1.2.2.2 Data Center Management and Automation — Software products and solutions that capture and automate manual tasks across servers, network, applications, and virtualized infrastructure.

1.2.2.3 Cloud Portal and Automation — Software products and solutions for cloud management with policy-based controls for provisioning virtual and physical resources.

1.2.2.4 Branch Office Management and Automation — Software products and solutions for management of branch offices. Capabilities include remote troubleshooting, device management, and WAN performance monitoring.

1.2.3 Network Optimization and Acceleration.

Devices and tools for increasing data-transfer efficiencies across wide-area networks.

1.2.3.1 Data Analytics — Appliance for improving network management by more effectively factoring in issues related to congestion, such as utilization, service consumption and routing. Provides real-time insights into network traffic to determine the value of different portions of that traffic.

1.2.3.2 Dynamic Load Balancing (Network Traffic Management) — An appliance that performs a series of checks and calculations to determine which server can best service each client request in order to select the server that can successfully fulfill the client request and do so in the shortest amount of time without overloading either the server or the server farm as a whole.

1.2.3.3 WAN Acceleration — Appliance that optimizes bandwidth to improve the end user's experience on a wide area network (WAN). Capabilities should include:

- CIFS acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization

1.2.3.4 High Availability and Redundancy — Limits any disruption to network uptime should an appliance face unforeseen performance issues. Transparently redistributes workloads to surviving cluster appliances without impacting communication throughout the cluster.

1.2.4 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.

1.2.4.1 Core DWDM (Dense Wavelength Division Multiplexing) Switches — Switches used in systems designed for long haul and ultra long-haul optical networking applications.

1.2.4.2 Edge Optical Switches — Provide entry points into the enterprise or service provider core networks.

1.2.4.3 Optical Network Management — Provides capabilities to manage the optical network and allows operators to execute end-to-end circuit creation.

1.2.4.4 IP over DWDM (IPoDWDM) — A device utilized to integrate IP Routers and Switches in the OTN (Optical Transport Network).

Category 1.3: ROUTERS, SWITCHES, SECURITY, AND NETWORKING STORAGE.

1.3.1 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 keep the networks connected to the Internet.

1.3.1.1 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.

1.3.1.2 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.

1.3.1.3 Core Routers - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).

1.3.1.4 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.

1.3.1.5 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).

1.3.2 Security.

1.3.2.1 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.

1.3.2.2 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. Intrusion Detection/Protection and Firewall Appliances should provide:

- Non-disruptive in-line bump-in-the-wire configuration
- Standard first-generation firewall capabilities, e.g., 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, e.g., directory-based policy, blacklists, white lists, etc.
- Upgrade path to include future information feeds and security threats
- SSL decryption to enable identifying undesirable encrypted applications (Optional)

1.3.2.3 Logging Appliances and Analysis Tools — Solutions utilized to collect, classify, analyze, and securely store log messages.

1.3.2.4 Secure Edge and Branch Integrated Security Products — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.

1.3.2.5 Secure Mobility Products — Delivers secure, scalable access to corporate applications across multiple mobile devices.

1.3.2.6 Encryption Appliances — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.

1.3.2.7 On-premise and Cloud-based services for Network Communications Integrity — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications. This could include cloud access security brokers (CASBs) and DNS security.

1.3.2.8 Secure Access — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:

- Management visibility for device access
- Self-service on-boarding

- Centralized policy enforcement
- Differentiated access and services
- Device Management

1.3.3 Storage Networking.

High-speed network of shared storage devices connecting different types of storage devices with data servers.

1.3.3.1 Director Class SAN (Storage Area Network) Switches and Modules — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.

1.3.3.2 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.

1.3.3.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management - Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

1.3.3.4 SAN Optimization — Tools to help optimize and secure SAN performance (ie. Encryption of data- at-rest, data migration, capacity optimization, data reduction, etc.

1.3.4: Switches.

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.

1.3.4.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

1. Security
 - a. SSHv2 (Secure Shell Version 2)
 - b. 802.1X (Port Based Network Access Control)
 - c. Port Security
 - d. DHCP (Dynamic Host Configuration Protocol) Snooping
2. VLANs
3. Fast Ethernet/Gigabit Ethernet
4. PoE (Power over Ethernet)
5. link aggregation
6. 10 Gb support
7. Port mirroring
8. Span Taps
9. Support of IPv6 and IPv4
10. Standards-based rapid spanning tree
11. NetFlow Support (Optional).

1.3.4.2 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. Core switches should provide:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security
 - SSHv2
 - MacSec encryption
 - Role-Based Access Control Lists (ACL)
- Support of IPv6 and IPv4
- 1/10/40/100 Gbps support
- IGP (Interior Gateway Protocol) routing
- EGP (Exterior Gateway Protocol) routing
- VPLS (Virtual Private LAN Service) Support
- VRRP (Virtual Router Redundancy Protocol) Support
- NetFlow Support.

1.3.4.3 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 provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security (SSHv2 and/or 802.1X)
- Support of IPv6 and IPv4
- Jumbo Frames Support
- Dynamic Trunking Protocol (DTP)
- Per-VLAN Rapid Spanning Tree (PVRST+)
- Switch-port auto recovery
- NetFlow Support or equivalent

1.3.4.4 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 differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking
- Load Balancing across Trunk group able to use packet based load balancing scheme
- Bridging of Fibre Channel SANs and Ethernet fabrics
- Jumbo Frame Support

- Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member
- Ability to remotely disable and enable individual ports
- Support NetFlow or equivalent

1.3.4.5 Software Defined Networks (SDN) — An application in SDN that manages flow control to enable intelligent networking.

1.3.4.6 Software Defined Networks (SDN) - Virtualized Switches and Routers — Technology utilized to support software manipulation of hardware for specific use cases.

1.3.4.7 Software Defined Networks (SDN) — Controllers - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

1.3.4.8 Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

- Designed for Metro Ethernet networks
- Designed for video and other high bandwidth applications
- Supports a variety of interface types, especially those commonly used by Service Providers

Capabilities should include:

- Redundant Processors
- Redundant Power
- IPv4 and IPv6 unicast and multicast
- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- MPLS (Multiprotocol Label Switching)
- BGP (Border Gateway Protocol)
- Software router virtualization and/or multiple routing tables
- Policy based routing
- Layer 2 functionality
 - Per VLAN Spanning Tree
 - Rapid Spanning Tree
 - VLAN IDs up to 4096
 - Layer 2 Class of Service (IEEE 802.1p)
 - Link Aggregation Control Protocol (LACP)
 - QinQ (IEEE 802.1ad)

1.3.4.9 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.

- Hot-swappable and field-replaceable integrated power supply and fan tray
- AC or DC power supply with minimum DC input ranging from 18V to 32 VDC and 36V to 72 VDC
- Ethernet and console port for manageability

- SD flash card slot for additional external storage
- Stratum 3 network clock
- Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate
- Support for dying gasp on loss of power
- Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)
- Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications
- Support for Synchronous Ethernet (SyncE) services
- Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies
- Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

Category 1.4: WIRELESS.

Provides connectivity to wireless devices within a limited geographic area. System capabilities should include:

- Redundancy and automatic failover
- IPv6 compatibility
- NTP Support

1.4.1 Access Points — A wireless Access Point (AP) is 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
- 802.11n
- 802.11ac
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)
- 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

1.4.2 Outdoor Wireless Access Points — Outdoor APs are rugged, with a metal cover and a DIN rail or other type of mount. During operations they can tolerate a wide temperature range, high humidity and exposure to water, dust, and oil. Capabilities should include:

- Flexible Deployment Options
- Provides real-time wireless intrusion monitoring and detection
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

1.4.3 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. 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 denying 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
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

1.4.4 Wireless LAN Network Services and Management — Enables network administrators to quickly plan, configure and deploy a 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
- SNMPv3 enabled
- 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

1.4.5 Cloud-based services for Access Points — Cloud-based management of campus-wide WiFi deployments and distributed multi-site networks. Capabilities include:

- Zero-touch access point provisioning
- Network-wide visibility and control
- RF optimization,
- Firmware updates

1.4.6 Mobile Device Management (MDM) — MDM technology 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

Category 1.5: FACILITY MANAGEMENT, MONITORING, AND CONTROL.

Technology utilized in the management, monitoring and control of facilities. Technologies include:

- a. Access control systems
- b. Detection/Identification systems, such as surveillance systems, closed circuit television cameras, or IP camera networks and the associated monitoring systems.
- c. Response systems such as alert systems, desktop monitoring systems, radios, and digital signage.
- d. Building and energy controls

II. **Value Added Services**

For each Award Category above, the following valued services should also be available for procurement at the time of product purchase or anytime afterwards. This provided list of value added services is not intended to be exhaustive, and may be updated pursuant to the terms of the resulting Master Agreement

2.1 Maintenance Services — Capability to provide technical support, software maintenance, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

2.2 Professional Services

- a. Deployment Services
 - i. Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.
 - ii. Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.
 - iii. Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.
- b. Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.
- c. Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.
- d. Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.
- e. Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.
- f. Testing Services — Includes, but not limited to, testing the availability, reliability, security and performance of Customer's existing solutions

2.3 Fulfillment Partner's Services — Provided by Contractor's Fulfillment Partners.

- a. Subject to Contractor's approval and the certifications held by its Fulfillment Partner, many Fulfillment Partners can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. Contractor, as the prime, has sole discretion to determine what Services as listed above may be provided by the Fulfillment Partners. As the primary Contractor (OEM), Contractor is ultimately responsible for the service and performance of its Fulfillment Partners. Customers may have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Fulfillment Partners.

2.4 Training — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

Attachment C - Pricing Discounts & Value Added Services

Contractor

Cisco Systems, Inc.

Section 1: Pricing**Notes**

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.
2. Minimum guaranteed contract discounts do not preclude Contractor and/or its Fulfillment Partners from providing deeper or additional, incremental discounts at their sole discretion.
3. Purchasing Entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.
4. Contractor's price catalog shall only include offers that are in contract scope and within the awarded categories. Quotes to eligible Purchasing Entities shall be based on the then-current approved price catalog as posted on the NASPO ValuePoint's website as well as the Contractor's mandatory contract webpage.

Section 2: Minimum Discount % off List

Category 1.1 Unified Communications (UC)	
Hardware and Software (on premise)	35.00%
Cloud Services	10.00%
Service Packages (i.e., Maintenance, etc.)	10.00%
Category 1.2 Networking	
Hardware and Software (on premise)	35.00%
Cloud Services	10.00%
Service Packages (i.e., Maintenance, etc.)	10.00%
Category 1.3 Routers, Switches, Security, and Networking Storage	
Hardware and Software (on premise)	35.00%
Cloud Services	10.00%
Service Packages (i.e., Maintenance, etc.)	10.00%
Category 1.4 Wireless	
Hardware and Software (on premise)	35.00%
Cloud Services	10.00%
Service Packages (i.e., Maintenance, etc.)	10.00%
Category 1.5 Facility Management, Monitoring, and Control	
Hardware and Software (on premise)	35.00%
Cloud Services	10.00%
Service Packages (i.e., Maintenance, etc.)	10.00%

Section 3: Value Added Services

		Hourly Rates					
		Weekday		Weekend		State Holiday	
Title	Job Description	Onsite	Remote	Onsite	Remote	Onsite	Remote
Maintenance Services	Non-Packaged (i.e. not SMART Total Care); Not-To-Exceed (NTE) Rates	\$600.00	\$525.00	\$600.00	\$525.00	\$600.00	\$525.00
Professional Services	i.e. Cisco Advanced Services, IoT, NTE	\$743.17	\$661.17	\$743.17	\$661.17	\$743.17	\$661.17
Deployment Services	i.e. Cisco Implementation Services, IoT, NTE	\$743.17	\$661.17	\$743.17	\$661.17	\$743.17	\$661.17
Consulting Advisory Services	i.e. Cisco Advisory Services, IoT, NTE	\$743.17	\$661.17	\$743.17	\$661.17	\$743.17	\$661.17
Architectural Design Services	i.e. Cisco Advanced Services, IoT, NTE	\$743.17	\$661.17	\$743.17	\$661.17	\$743.17	\$661.17
Statement of Work Services	i.e. Cisco Advanced Services, IoT, NTE	\$743.17	\$661.17	\$743.17	\$661.17	\$743.17	\$661.17
Partner Services	Basic Install & Config Only (i.e. rack & stack, cabling, etc.), IoT, NTE	\$600.00	\$525.00	\$600.00	\$525.00	\$600.00	\$525.00
Training Deployment Services	i.e. Software Adoption, Cisco Training Services, NTE	\$600.00	\$525.00	\$600.00	\$525.00	\$600.00	\$525.00



June 11, 2021

County of Orange
320 North Flower Street
Santa Ana, CA 92703

Re: Installment Payment Agreement No. CAM268-13 dated as of June 11, 2021 between ePlus Group, inc. and the County of Orange.

Enclosed please find the following documentation for the above-referenced transaction:

1. Installment Payment Agreement No. CAM268-13 (Original and Copy) -To be executed by a representative who is named as an authorized representative on the Certificate of Incumbency.
2. Certificate of Incumbency (Original) - This form should include all Officers of your company who will sign Agreement documents, including Acceptance Certificates. Those individuals who are being encumbered should be Officers of the Corporation. The name, title and signature of these individuals should appear on the bottom portion of the document. A Corporate Secretary or Assistant Secretary (if not, then another Officer of the Corporation or legal counsel) will authorize these signatures by stating their name and title at the top of the document and dating and signing the "In Witness Whereof" section of the document and embossing the Corporate Seal where noted (see Sample Incumbency Certificate enclosed). Please note that an individual cannot authorize himself on the Certificate of Incumbency.
3. Certificate of Acceptance for Installment Payment Agreement No. CAM268-13 (Original) - To be dated and executed when all equipment is delivered and found to be in good working order, by a representative who is named as an authorized representative on the Certificate of Incumbency, and immediately returned to ePlus Group, inc.
4. Insurance Information Form for Installment Payment Agreement No. CAM268-13 - To be completed and signed. Please provide insurance certificates naming "ePlus Group, inc. or its assignee" as Additional Insured and Loss Payee or a letter of self-insurance, if applicable.
5. Invoicing Information Form for Installment Payment Agreement No. CAM268-13 - To be completed and signed. Please include your Federal Tax ID Number. If ACH Payment is preferred then an Electronic Debit Agreement Authorization form is required to be completed and submitted with a voided check.
6. Sample Opinion Letter - To be completed and executed on counsel's letterhead.
7. Essential Use Form - To be completed and signed, by a representative who is named as an authorized representative on the Certificate of Incumbency, at the time a deposit is required by the vendor.

Please review all documents and upon finding them to be acceptable, please have them executed and returned (Originals & Copies) to my attention. Upon final review and approval, we will return a full set of executed documents back to you. If you have any questions or comments regarding any of the documents, please contact me at (703) 984-8303.

Thank you for your assistance with this transaction.

Sincerely,

Karol Powers
Contracts Manager

Enclosures

Installment Payment Agreement



Date: June 11, 2021

Installment Payment Agreement No. CAM268-13

THIS IS A NON-CANCELABLE, LEGALLY BINDING CONTRACT

Customer (Customer Name) Use EXACT registered name if a Corp., LLC, or LP		County of Orange				
Customer's Chief Executive Office	Street: 320 North Flower Street	City: Santa Ana	State: CA	County:	Zip: 92703	Customer Telephone (not cell):

This Installment Payment Agreement, as it may be amended or supplemented from time to time (the "Contract"), represents the final and only agreement between You and Us regarding the subject matter herein and may not be contradicted or modified by evidence of prior, contemporaneous or subsequent oral [including documents generated by You and not signed by Us] agreements. There are no unwritten oral agreements between You and Us. The Contract can be changed only by a signed written agreement between You and Us. If any provision is found unlawful, it shall be removed and the rest enforced per its term.

1. CONTRACT. Customer ("You" or "Your") agrees to finance through ePlus Group, inc. ("We," "Us" or "Our") the Licensed Product listed below and all existing accessories, embedded software, additions, replacements and repairs ("Asset") upon the terms stated herein. This Contract is non-cancelable and may not be terminated early except as set forth in Section 10. This Contract is not binding until We and You sign below.

Asset Location (if different than "Chief Executive Office" shown above)	1400 S. Grand Ave, Santa Ana, CA 92705
Asset Description: See Attached Attachment A – Asset Description	Asset Supplier: ePlus Technology, inc.

Your Fiscal Period: _____ to _____

Original Term	Sixty (60) Months	Contract Payment Start Date	Net thirty (30) of Commencement Date	Asset Cost	\$5,046,003.56	Advance Payment Applied as First Pmt:	n/a	Security Deposit\$	n/a
	Contract Payment	\$1,009,200.71 due net thirty (30) of Commencement Date followed by \$1,009,200.71 due 7/1/22, 7/1/23, 7/1/24 and 7/1/25. Contract Payments are exclusive of any sales tax, if applicable.				Check here if Contract Payment Includes Sales/Use Tax: <input type="checkbox"/>			

2. UNCONDITIONAL OBLIGATIONS. You agree that: (a) You, not We, selected the Asset(s) and the Supplier, (b) no statement made by the Supplier is binding on Us, (b) (c) We are not a party to any contract you may have with the Supplier, and no breach by the Supplier will excuse You from performing Your obligations to Us, (d) if the Asset is unsatisfactory or if the Supplier fails to fulfill any obligation to You, You agree not to make any claim against Us and to continue performing hereunder, (e) You represent and warrant for Our benefit and that of Our assigns that, as of the time of execution of this Contract: (i) You are an entity organized and existing under the laws of California and have adequate corporate power to enter into and perform this Contract; (ii) This Contract has been duly authorized, executed and delivered by You and constitutes a valid, legal and binding agreement enforceable in accordance with its terms; (iii) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by You of this Contract or such approval and consent has been granted by the necessary governmental authority; and (iv) The entering into and performance of this Contract will not violate any judgment, order, law or regulation applicable to You, and (g) Your obligations to Us are unconditional, despite any failure of any Asset or other adverse condition, and Your obligation to make the Contract Payments shall not abate, reduce or diminish for any reason, including setoff, counterclaim, recoupment or any other defenses or doctrines. Nothing in this paragraph shall negate the cancellation of Customer's obligations if funds are not appropriated by the governing body as stated in Section 10. Appropriation of Funds.

3. TERM. This Contract will begin on the Date of Acceptance as noted on the Certificate of Acceptance form ("Commencement Date") and will continue for the number of months shown above ("Original Term") and is non-cancelable during the full Original Term, except as set forth in Section 10.

4. PAYMENTS. Contract Payments and other charges are payable in advance periodically as set forth above. Restrictive endorsements on Your checks are not binding. Payments will be applied to past-due and current-due charges in such order as We determine. Any security deposit or estimated future Governmental Charge paid by You is non-interest bearing, and at the end of the Contract, the unused portion (if any) will be returned to You. If You pay late, You shall also pay a late fee of 5% of the amount that is late per month (or the maximum rate allowable by law, if less) until the date paid. If any check is dishonored, We will charge a fee of \$20.

5. NO WARRANTIES. We are financing the Asset(s) to You "as is". We have not made and hereby disclaim any and all warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. You hereby grant Us a security interest in the Asset(s) and all proceeds thereof effective as of the Commencement Date. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You may be entitled under Article 2A to the promises and warranties (if any) provided to Us by the Vendor(s) in connection with or as part of the contract (if any) by which We acquire the Asset(s). You may contact the Supplier for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. We hereby transfer to You, without recourse to Us, all automatically transferable promises and warranties, if any, made to Us by the Supplier or manufacturer.

6. INDEMNIFICATION. We are not liable for any claims, damages (whether direct,

indirect, incidental or consequential), losses or costs made against or incurred by You relating to the Asset(s) or this Contract. You shall indemnify and defend Us against any and all claims, damages, losses and costs (including reasonable attorneys' fees) made against or incurred by Us relating to the Asset(s) or this Contract. This obligation shall survive the termination of this Contract.

7. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer"), or sublease, this Contract in whole or in part. We may, with notice to You, Transfer Our interests in the Asset(s) and/or this Contract, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will have all of Our rights but none of Our obligations. You agree not to assert against the New Owner any claim, defense or offset You may have against Us.

8. TAXES; OTHER FEES. You are responsible for all taxes and governmental charges relating to the Asset(s) or this Contract (collectively, with such taxes, "Governmental Charges").

9. DEFAULT. You will be in default if, with respect to this Contract or any other agreement between You and Us, (i) You fail to pay any sum within 10 business days after written notice is given that a specific payment is past due, (ii) fail to perform or observe any other obligation, (iii) any representation or warranty made by You to Us in connection with the Contract shall be untrue in any material respect, or (iv) a change of control of Customer shall occur. If You default, You agree We may do any or all of the following: (A) cancel this Contract, (B) require You to stop using the Asset(s) and upon 30 business days notice to You, take possession of the Asset(s) wherever located, without demand, liability, court order or other process of law, (C) require You to pay to Us on demand an amount equal to the sum of (i) all Contract Payments and other amounts then due and past due, (ii) all remaining Contract Payment for the Present Term discounted at a rate of 2% per annum, (iii) interest at the rate of 1.5% per month on the amounts specified in clauses "i" and "ii" above until the date paid and (iv) all other amounts that may later become due hereunder, and/or (D) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorney's fees) and reasonable expenses of denying use of the Asset(s), plus interest at the rate of 1.5% per month on such amounts until the date paid.

10. APPROPRIATION OF FUNDS. You intend to continue this Contract for the term of this Contract and to pay the Contract Payments due under this Contract and other amounts due hereunder. Notwithstanding the foregoing, in the event sufficient funds are not appropriated by the Customer's government body to continue the term of this Contract for any Fiscal Period of You beyond the Fiscal Period first in effect at the Commencement Date, You may terminate this Contract with regard to not less than all of the Assets on this Contract so affected, provided You provide Us written notice within 10 business days after the Customer's government body has determined not to appropriate the funds and confirming this Contract will be so terminated. All of Your obligations to pay the Contract Payments due after the end of the Fiscal Period for which such termination applies will cease, all of Your interests in the Assets will terminate and You shall surrender the Assets in accordance with this Contract. We and You understand and intend that the obligation of You to pay the Contract Payments hereunder shall constitute a current expense of You and shall not in any way be construed to be a debt of You in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by You, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of You beyond the Fiscal Period for which sufficient funds have been appropriated to pay the Contract Payments hereunder.

11. REPRESENTATIONS AND WARRANTIES. You represent, covenant and warrant for Our benefit and Our assignee(s): (i) The use of the Asset(s) is essential to Your proper, efficient and economic operation; and (ii) You understand and agrees that We are relying on the essential nature of the Asset(s) to You and upon Your covenant to complete full implementation of the Asset(s) and any system associated therewith (the "Project"). In the absence of such a covenant by You, We would not provide the financing for the project under this Contract. Failure to honor this covenant shall be a material breach of this Contract and constitute an event of default hereunder, independent of any failure of the legislature to appropriate funds.

12. INSURANCE. You, at Your expense, shall maintain all risks, including fire and extended coverage, insurance against loss, theft, damage, or destruction of the Asset(s), in an amount not less than the applicable Casualty Value set forth in Attachment B attached hereto and made a part hereof. This coverage shall have standard commercial terms and conditions and may not contain endorsements excluding coverage for mysterious or mere disappearance, seizure or other governmental acts or dishonesty of Your officers or employees or restrict recovery for the kinds of Asset(s) covered by this Contract. You shall further, at its expense, provide and maintain comprehensive public liability insurance in an amount of \$1,000,000 per occurrence against claims for bodily injury, death and/or property damage arising out of the use, ownership, possession, operation or condition of the Asset(s), together with such other insurance as may be required by law. Both coverages shall name You as an insured and Us and Our Assignee(s) as additional insureds and loss pay as their respective interest may appear, shall be satisfactory to Us, and shall contain a clause requiring the Insurer to give Us at least one month prior written notice of the cancellation or any alteration in the terms of such policy. No insurance shall be subject to any co-insurance clause. Each insurance policy shall be with an insurance carrier licensed to provide the insurance required herein in the State where the Asset(s) are located. We are hereby appointed as Your attorney-in-fact in connection with Contract Payments made with respect to the Asset(s) as a result of such insurance policies. You will not make adjustments with insurers except with Our prior written consent, which consent shall not be unreasonably withheld. You shall furnish to Us certificates of insurance or other evidence satisfactory to Us that such insurance coverage is in effect and that Us and Our Assignees are named as additional insureds, and, upon Our request, You shall promptly provide Us with a copy of the insurance policy. Your liability for loss shall not be diminished by any insurance payment less than the actual amount of the loss.

13. RISK OF LOSS. (a) With regard to the Asset(s), commencing upon delivery and continuing throughout the Original Term, You hereby assume and shall bear the risk of loss for any reason with respect to any damage, destruction, loss, theft, or governmental taking, whether partial or complete and whether through any fault or neglect of You or otherwise; (b) If any Asset is damaged, You shall promptly notify Us and shall, at Your expense, within sixty (60) days of such damage, cause to be made repairs necessary to return such Asset to its previous condition. You shall then be entitled to receive from Us any insurance received by Us in connection with such damage; (c) In the event any Asset is destroyed, damaged beyond repair, lost, stolen, or taken by governmental action for a stated period extending beyond the Original Term (an "Event of Loss"), You shall promptly notify Us and pay to Us, on the next Contract Payment date following such Event of Loss, an amount equal to the Casualty Value amount for such Asset as set forth in Attachment B.

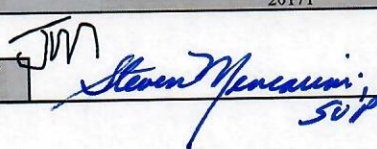
After payment of such Casualty Value amount and all Contract Payments due and owing on or before such Payment date, Your obligation to pay further Contract Payments allowable to the Asset which suffered the Event of Loss shall cease. After paying such Casualty Value amount to Us, You shall be entitled to receive from Us any insurance received by Us in connection with such Event of Loss; (d) In the event of a governmental taking of any Asset for an indefinite period or a stated period which does not extend beyond the Original Term, all obligations of You with respect to such Asset (including payment of Contract Payments) shall continue. So long as You are not in default hereunder, We shall pay to You all sums received by Us from the government by reason of such taking.

14. TITLE. Title to the Asset(s) will pass to You on the Commencement Date. Title will revert to Us upon termination pursuant to Section 10.

15. SECURITY INTEREST. You grant to Us and We retain a security interest in the Asset(s). You will not change or remove any insignia or lettering which We may place on the Asset(s) to indicate its interest therein. During the Original Term, You will keep the Asset(s) free from any lien, encumbrance or legal process and You will promptly discharge any claim which might become a lien against the Asset(s).

16. ASSET RETURN. You are responsible for the return costs related to the termination of this Contract pursuant to Section 10. You will pay for any repairs necessary to make the Asset(s) acceptable for manufacturer's maintenance. You further agree to immediately return all originals and copies of the Software portion of the Asset(s) to Us and erase all Software resident in computer memory.

17. MISCELLANEOUS. This Contract shall be deemed to be performed in Orange County, California (the place of where the contract has been executed), and the Contract shall be governed by the laws of the State of California. All legal actions relating to this Contract shall be venue in a state or federal court located in Orange County, California. You consent to personal jurisdiction in such courts. This Contract may be executed in counterparts, all of which together shall constitute the same document. You agree that a facsimile or other copy containing Your faxed or copied signature shall be as enforceable as the original executed Contract. You agree to provide Us with Your Financial Statements that may be publicly disclosed and that are not readily accessible online. If You are a privately held entity then, You shall provide Us complete audited financial statements at each quarter end and fiscal year end, certified by Your independent certified public accountants and reasonably acceptable to Us within fourteen days of receipt of same from Your certified public accountants. If it is determined that any amount charged under this Contract is greater than the amount allowed by law, including any amount that is determined to exceed applicable usury limits (an "Excess Amount"), then any Excess Amount will be waived (or, if the Excess Amount was paid, it will be applied to past-due amounts, if any, or else refunded). This Contract shall not be binding on Us until executed and delivered by You and executed by Us. Electronically-signed or other non-original transmittal of this Contract when received by Us shall have the same force and effect as the use of a manual signature if and only if it embodies all of the attributes pursuant to California Government Section Code 16.5. You represent and warrant that any documents electronically-signed and delivered to Us are genuine, legally valid and enforceable as if originally signed and delivered to Us, and acknowledge that We are reasonably relying on this representation, as follows: The digital signature which You affixed to this Contract shall have the same force and effect as the use of a manual signature, and (1) it is unique to the signer; (2) it is capable of verification; (3) it is under the sole control of the signer; (4) it is linked to data in such a manner that if the data is changed, the digital signature is invalidated; (5) it conforms to regulations adopted by the California Secretary of State. Notwithstanding the foregoing, We may require and You agree to provide an original signature version of this Contract.

Accepted by ePlus Group, inc. 13595 Dulles Technology Drive, Herndon, VA 20171		Customer Name	County of Orange	
By		By		Date
	Steven Mancini SVP	Print Name		Title
	Date			6/11/2024

ATTACHMENT A - ASSET DESCRIPTION

Page 1 of 4

<u>Line #</u>	<u>Part Number</u>	<u>Description/Line Notes</u>	<u>QTY</u>	<u>Ext. Price</u>
001	C9300-48U-A	CATALYST 9300 48-PORT UPOE, NETWORK ADVANTAGE	533	2,540,981.56
002	C9300-NW-A-48	C9300 NETWORK ADVANTAGE, 48-PORT LICENSE	533	-
003	SC9300UK9-175	CISCO CATALYST 9300 XE 17.5 UNIVERSAL UNIVERSAL	533	-
004	PWR-C1-1100WAC-P	1100W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY	533	-
005	PWR-C1-1100WAC-P/2	1100W AC 80+ PLATINUM CONFIG 1 SECONDARY POWER SUPPLY	533	436,985.38
006	CAB-TA-NA	NORTH AMERICA AC TYPE A POWER CABLE	1066	-
007	C9300-SSD-NONE	NO SSD CARD SELECTED	533	-
008	STACK-T1-50CM	50CM TYPE 1 STACKING CABLE	533	22,998.95
009	CAB-SPWR-30CM	CATALYST STACK POWER CABLE 30 CM	533	21,847.67
010	NM-BLANK-T1	CISCO CATALYST TYPE 1 NETWORK MODULE BLANK	533	-
011	C9300-DNA-A-48	C9300 DNA ADVANTAGE, 48-PORT TERM LICENSES	533	-
012	C1-ADD-OPTOUT	CISCO DNA PREMIER ADD-ON SESSION OPT OUT (NO FULFILLMENT)	533	-
013	TE-EMBEDDED-T	CISCO THOUSANDEYES ENTERPRISE AGENT IBN EMBEDDED	533	-
014	TE-EMBEDDED-T-5Y	THOUSANDEYES - ENTERPRISE AGENTS	533	-
015	PI-LFAS-T	PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM	533	-
016	PI-LFAS-AP-T-5Y	PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y	533	-
017	C9300-NM-NONE	NO NETWORK MODULE SELECTED	533	-
018	NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	533	-
019	C9300-24U-A	CATALYST 9300 24-PORT UPOE, NETWORK	30	83,412.30
020	C9300-NW-A-24	C9300 NETWORK ADVANTAGE, 24-PORT LICENSE	30	-
021	SC9300UK9-175	CISCO CATALYST 9300 XE 17.5 UNIVERSAL UNIVERSAL	30	-
022	PWR-C1-1100WAC-P	1100W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY	30	-
023	PWR-C1-1100WAC-P/2	1100W AC 80+ PLATINUM CONFIG 1 SECONDARY POWER SUPPLY	30	24,595.80
024	CAB-TA-NA	NORTH AMERICA AC TYPE A POWER CABLE	60	-
025	C9300-SSD-NONE	NO SSD CARD SELECTED	30	-
026	STACK-T1-50CM	50CM TYPE 1 STACKING CABLE	30	1,294.50
027	CAB-SPWR-30CM	CATALYST STACK POWER CABLE 30 CM	30	1,229.70
028	NM-BLANK-T1	CISCO CATALYST TYPE 1 NETWORK MODULE BLANK	30	-
029	C9300-DNA-A-24	C9300 DNA ADVANTAGE, 24-PORT TERM LICENSES	30	-
030	TE-EMBEDDED-T	CISCO THOUSANDEYES ENTERPRISE AGENT IBN EMBEDDED	30	-
031	TE-EMBEDDED-T-5Y	THOUSANDEYES - ENTERPRISE AGENTS	30	-
032	PI-LFAS-T	PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM - SMART LIC	30	-

<u>Line #</u>	<u>Part Number</u>	<u>Description/Line Notes</u>	<u>QTY</u>	<u>Ext. Price</u>
033	PI-LFAS-AP-T-5Y	PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y	30	-
034	C9300-NM-NONE	NO NETWORK MODULE SELECTED	30	-
035	NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	30	-
036	C9300-NM-8X=	CATALYST 9300 8 X 10GE NETWORK MODULE, SPARE	350	399,416.50
037	C9500-24Y4C-A	CATALYST 9500 24X1/10/25G AND 4-PORT 40/100G,	8	74,564.08
038	C9500-NW-A	C9500 NETWORK STACK, ADVANTAGE	8	-
039	C9500-SSD-NONE	NO SSD CARD SELECTED	8	-
040	SC9500HUK9-175	CISCO CATALYST 9500H XE.17.5 UNIVERSAL	8	-
041	C9K-PWR-650WAC-R	650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLING	8	-
042	C9K-PWR-650WAC-R/2	650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLING	8	7,249.28
043	CAB-9K12A-NA	POWER CORD, 125VAC 13A NEMA 5-15 PLUG, NORTH AMERICA	16	-
044	C9K-F1-SSD-BLANK	CISCO PLUGGABLE SSD STORAGE	8	-
045	C9K-T1-FANTRAY	CATALYST 9500 TYPE 4 FRONT TO BACK COOLING FAN	16	-
046	C9500-DNA-24Y4C-A	C9500 DNA ADVANTAGE, TERM LICENSE	8	-
047	PI-LFAS-T	PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM	24	-
048	PI-LFAS-AP-T-5Y	PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y	24	-
049	NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	8	-
050	ISR4451-X/K9	CISCO ISR 4451 (4GE,3NIM,2SM,8G FLASH,4G DRAM)	2	17,689.34
051	SL-44-IPB-K9	IP BASE LICENSE FOR CISCO ISR 4400 SERIES	2	-
052	SL-44-APP-K9	APPX LICENSE FOR CISCO ISR 4400 SERIES	2	3,106.84
053	PWR-4450-AC	AC POWER SUPPLY FOR CISCO ISR 4450 AND ISR4350	2	-
054	PWR-4450-AC/2	AC POWER SUPPLY (SECONDARY PS) FOR CISCO ISR 4450	2	690.40
055	CAB-AC	AC POWER CORD (NORTH AMERICA), C13, NEMA 5-15P, 2.1M	4	-
056	ISRWAAS-RTU-2500	ISRWAAS RTU FOR 2500 CONNECTIONS	2	-
057	WAAS-RTU-2500	WAAS AND VWAAS RIGHT TO USE FOR 2500 CONNECTIONS	2	-
058	CON-ECMU-WS2500	SWSS UPGRADES WAAS AND VWAAS RIGHT	2	-
059	MEM-44-4G	4G DRAM (1 X 4G) FOR CISCO ISR 4400	2	-
060	MEM-FLSH-8G	8G EUSB FLASH MEMORY FOR CISCO ISR 4430	2	-
061	POE-COVER-4450	COVER FOR EMPTY POE SLOT ON CISCO ISR 4450	4	-
062	MEM-4400-DP-2G	2G DRAM (1 DIMM) FOR CISCO ISR 4400 DATA PLANE	2	-
063	NIM-BLANK	BLANK FACEPLATE FOR NIM SLOT ON CISCO ISR 4400	6	-
064	SM-S-BLANK	REMOVABLE FACEPLATE FOR SM SLOT ON CISCO 2900,3900,4400 ISR	4	-

<u>Line #</u>	<u>Part Number</u>	<u>Description/Line Notes</u>	<u>QTY</u>	<u>Ext. Price</u>
065	SISR4400UK9-173	CISCO ISR 4400 SERIES IOS XE UNIVERSAL	2	-
066	STACK-T1-3M=	3M TYPE 1 STACKING CABLE	150	24,661.50
067	CAB-SPWR-150CM=	CATALYST STACK POWER CABLE 150 CM SPARE	150	14,644.50
068	C9500-24Y4C-A	CATALYST 9500 24X1/10/25G AND 4-PORT 40/100G,	2	18,641.02
069	C9500-NW-A	C9500 NETWORK STACK, ADVANTAGE	2	-
070	C9500-SSD-NONE	NO SSD CARD SELECTED	2	-
071	SC9500HUK9-173	CISCO CATALYST 9500H XE.17.3 UNIVERSAL	2	-
072	C9K-PWR-650WAC-R	650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLING	2	-
073	C9K-PWR-650WAC-R/2	650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLING	2	1,812.32
074	CAB-9K12A-NA	POWER CORD, 125VAC 13A NEMA 5-15 PLUG, NORTH AMERICA	4	-
075	C9K-F1-SSD-BLANK	CISCO PLUGGABLE SSD STORAGE	2	-
076	C9K-T1-FANTRAY	CATALYST 9500 TYPE 4 FRONT TO BACK COOLING FAN	4	-
077	C9500-DNA-24Y4C-A	C9500 DNA ADVANTAGE, TERM LICENSE	2	-
078	PI-LFAS-T	PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM	6	-
079	PI-LFAS-AP-T-5Y	PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y	6	-
080	NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	2	-
081	DN2-HW-APL-XL-U	DNA CENTER APPLIANCE (GEN 2)- 112 CORE FOR PROMOS	1	-
082	CAB-C13-C14-2M	POWER CORD JUMPER, C13-C14 CONNECTORS, 2 METER LENGTH	2	-
083	DN2-CPU-I8276	INTEL 8276 2.2GHZ/165W 28C/38.50MB DCP DDR4 2933 MHZ	4	-
084	DN2-MSTOR-SD	MINI STORAGE CARRIER FOR SD (HOLDS UP TO 2)	1	-
085	DN2-C480-CM	UCS C480 M5 CPU MODULE W/O CPU, MEM	2	-
086	DN2-SD38T61X-EV	3.8TB 2.5 INCH ENTERPRISE VALUE 6G SATA SSD	2	-
087	DN2-SD480G611X-EV	480GB 2.5 INCH ENTERPRISE VALUE 6G SATA SSD	2	-
088	DN2-TPM2-002	TRUSTED PLATFORM MODULE 2.0 FOR UCS SERVERS	1	-
089	DN2-MR-X32G2RT-H	32GB DDR4-2933-MHZ RDIMM/2RX4/1.2V	24	-
090	DNA-SW-2.1.2	CISCO DNA CENTER SW 2.1.2	1	-
091	DN2-C480-8HDD	UCS C480 M5 DRIVE MODULE FOR 8X HDD	3	-
092	DN2-PCIE-ID10GF	INTEL X710-DA2 DUAL-PORT 10G SFP+ NIC	1	-
093	DN2-SD-64G-S	64GB SD CARD FOR UCS SERVERS	1	-
094	DN2-SD19T61X-EV	1.9TB 2.5 INCH ENTERPRISE VALUE 6G SATA SSD	16	-
095	DN2-PCIE-IQ10GF	INTEL X710 QUAD-PORT 10G SFP+ NIC	1	-
096	DN2-HW-APL-XL-LIC	CISCO DNAC APPLIANCE LICENSE- 112 CORE	1	-
097	DN2-PSU1-1600W	CISCO UCS 1600W AC POWER SUPPLY FOR RACK SERVER	4	-
098	DN2-RAID-M5HD	CISCO 12G MODULAR RAID CONTROLLER WITH 4GB CACHE	1	-
099	DNA-SOLN-STARTER	SOLUTION STARTER	1	-
100	ELA2-M	CISCO EA BUNDLE	1	-

<u>Line #</u>	<u>Part Number</u>	<u>Description/Line Notes</u>	<u>QTY</u>	<u>Ext. Price</u>
101	E2-N-AS	CISCO DNA FOR EA - ACCESS SWITCHING	1	-
102	E2-N-AS-S	ACCESS SWITCHING EA - SUPPORT	1	-
103	E2N-C93001-G-A	C9300 24-PORT CISCO DNA EA ADVANTAGE NEW PURCHASE	30	37,996.50
104	E2N-C93002-G-A	C9300 48-PORT CISCO DNA EA ADVANTAGE NEW PURCHASE	533	1,265,256.72
105	E2N-C95006-G-A	C9500 CISCO DNA EA ADVANTAGE 24Y4C NEW PURCHASE	10	44,717.40
106	E2-N-CL-SDWAN	CISCO DNA FOR EA - CLOUD WAN	1	-
107	E2-N-CL-SDWAN-S	CISCO DNA FOR EA CLOUD SDWAN SUPPORT	1	-
108	E2N-SDWAN-C-T0-G-A	ENTERPRISE WAN TIER 0 CLOUD (15M) DNA EA ADVANTAGE	1	2,211.30
Total Asset Cost:				5,046,003.56

ATTACHMENT B

<u>RENT PMT#</u>	<u>C.V.%</u>
1	105.00
2	88.59
3	69.84
4	48.68
5	25.00

INCUMBENCY CERTIFICATE

I, _____, do hereby certify that I am the authorized _____ of the County of Orange ("Customer"), and further certify that the individuals whose name(s) and signature(s) appear below are authorized to enter into, execute and deliver Installment Payment Agreement No. CAM268-13 between ePlus Group, inc. and Customer, and to enter into, execute and deliver any Schedules, Riders, Amendments and other documents related thereto.

IN WITNESS WHEREOF, I set my hand and the seal of the Customer this ____ day of _____, 20 ____.

(Seal)

Signature _____

Name _____

NAME

TITLE

SIGNATURE

CERTIFICATE OF ACCEPTANCE

Certificate of Acceptance under Installment Payment Agreement No. CAM268-13 dated as of June 11, 2021 ("Contract") between ePlus Group, inc. ("ePlus") and the County of Orange ("Customer").

1. Asset(s). Customer hereby certifies that the Asset(s) set forth and described in the above mentioned Contract have been delivered to the location(s) set forth in the Contract, inspected by Customer, found to be in good order and accepted, all on the Date of Acceptance set forth below:

Date of Acceptance: _____, 20____

2. Representations by Customer. Customer hereby represents and warrants to ePlus and any Assignees that on the Date of Acceptance set forth above:

- (a) the representations and warranties of Customer set forth in the Contract are true and correct in all material respects as though made on and as of such Date of Acceptance; (b) Customer has satisfied or complied with all requirements set forth in the Contract to be satisfied or complied with on or prior to such Date of Acceptance; (c) no Default or Event of Default under this Contract has occurred and is continuing on such Date of Acceptance; and (d) the Asset(s) are insured in accordance with the provisions of the Contract.

A facsimile transmitted document with facsimile transmitted signatories thereon shall be deemed an original.

Customer: County of Orange

By

Name

Title

REQUEST FOR INSURANCE

In accordance with Section 12 of Installment Payment Agreement No. CAM268-13 dated as of June 11, 2021, we have agreed, and instructed the insurance agent named below (please fill in name, address, etc.), to provide and maintain full insurance coverage for the Asset(s) per the terms of the Installment Payment Agreement.

INSURANCE COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: _____

POLICY NO.: _____

FAX: _____

Please issue:

- A. An Insurance Certificate with Liability Coverage in the amount of \$1,000,000.00 total liability per occurrence naming ePlus Group, inc. and its assignee(s) as Certificate Holder and additional insured at the address listed below:

ePlus Group, inc. and its assignee(s)
13595 Dulles Technology Drive
Herndon, VA 20171

- B. Evidence of Property Insurance in the form of a Certificate of Insurance and Long Form Loss Payable Clause with the following statement:

“ePlus Group, inc. and its assignee(s) are included as lender loss payee in an amount not less than the Casualty Values of the leased Asset(s) under Installment Payment Agreement No. CAM268-13 dated as of June 11, 2021.”

- C. A certificate noting this coverage, with a 30 day notice of cancellation or non-renewal clause should be sent to ePlus Group, inc., to the attention of: INSURANCE COORDINATOR.

The Certificate(s) must reference Installment Payment Agreement No. CAM268-13 dated as of June 11, 2021 and extend for the term of the Contract.

Customer: County of Orange

BY: _____

TITLE: _____

Please fax this information to your Insurance carrier and forward a copy of this form to ePlus Group, inc. with the other documentation.

SELF-INSURANCE QUESTIONNAIRE

These questions are to be used as a guideline for a description of the Lessee's self-insurance program. While a response to each question is not required, a written statement covering the areas of concern below would be appreciated. Please provide responses in a letter signed by your appropriate representative.

- 1) Does the Lessee intend to self-insure for:
 - a) damage or destruction to the property; b) liability for injury (including death) to persons?
- 2) What are the limits (in dollars) of the liability the Lessee proposes to assume for claims under 1) above?
- 3) Does the Lessee maintain an umbrella insurance policy for claims in excess of Lessee's self-insurance limits under question 2) above? If so,
 - a) Does the umbrella policy provide all-risk property damage coverage and coverage for liability for injuries, including death, to persons?
 - b) What are the umbrella policy's limits for such property damage and liability coverage?
- 4) From what source does the Lessee obtain funds to pay its self-insured liabilities?
 - a) Does the Lessee maintain a self-insurance fund? If so,
 - i) Are the monies in this fund subject to annual appropriations?
 - ii) What total amount is maintained in the fund to cover the Lessee's self-insurance liabilities?
 - iii) Are amounts paid from the fund subject to limitations per each claim?
 - iv) If the Lessee does not maintain an umbrella policy, are claims limited only to amounts available in the fund, or may a claimant pursue other avenues of relief against the Lessee?
 - v) Who or what is the decision making authority for payment of claims submitted against the Lessee?
 - vi) If a claimant receives an adverse decision from the entity described in 4.a)v) above, does the claimant have recourse to the courts or to another administrative agency (i.e. who/what is the authority of last resort for paying a claim against the Lessee's self-insurance liability)?
 - b) If the Lessee does not maintain a self-insurance fund, from what source(s) does the Lessee obtain funds to pay claims against its self-insured liability?
 - i) What are the limitations and amounts payable for claims against these funding sources?
 - ii) Who/What is the entity authorizing payment from a claim against the Lessee's self-insurance liability?
 - iii) Who/What is the authority of last resort for paying a claim against the Lessee's self-insurance liability?

INVOICING INFORMATION FORM

Please help us provide a more efficient service to you by completing the information requested below and returning this form to us along with the Contract documentation.

Company Name: _____
 Reference: CAM268-13

Billing Address: _____

 Attn: _____

Primary A/P Contact:

Name _____ Phone (____) _____ Email _____

Secondary A/P Contact:

Name _____ Phone (____) _____ Email _____

Note: Please attach any supporting documentation you may have for the following:

Federal Tax ID Number: _____

Tax Exempt: Yes _____ No _____ (Attach copy of Tax Exempt Certificate for all applicable States)

Direct Pay Certificate Number(s) (if applicable): _____

Purchase Order Number: _____

Invoice Type: Equipment Detail _____ No Equipment Detail _____

Property Tax Contact: _____

Phone (____) _____ Email: _____

Property Tax Contact Mailing Address: _____

(If different from above)

COMMENTS: _____

Confirmation: The above information is complete and accurate as of the date indicated

Signature: _____

Date: _____

Title: _____

Contact Tel. No.: (____) _____

SAMPLE OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD

ePlus Group, inc.
13595 Dulles Technology Drive
Herndon, Virginia 20171

Ladies and Gentlemen:

We are counsel to the County of Orange (the "Customer") and, in that capacity, we have examined Installment Payment Agreement No. CAM268-13, dated as of June 11, 2021, (the "Agreement"), between the Customer and ePlus Group, inc. ("ePlus"),

As a result of our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Customer is a public body corporate and politic and is authorized by the Constitution and laws of the State of California to carry out its obligations under the Agreement;

(b) The Agreement has been duly authorized, executed and delivered by __*, and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any governmental authority with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby or such approval has been obtained;

(d) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Agreement or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Customer or on the Asset(s) subject to the Agreement pursuant to any instrument to which the Customer is a party or by which it or its assets may be bound;

(e) Customer has complied with any applicable public bidding requirements in connection with the Agreement and the transactions contemplated thereby;

(f) There are no actions, suits or proceedings pending or to our knowledge, threatened against or affecting the Customer in any court or before any governmental commission, board or authority which, if adversely determined, will have a material, adverse effect on the ability of the Customer to perform its obligations under the Agreement.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,

*Authorized Signatory of Customer under the Agreement.

ESSENTIAL USE LETTER
To Be Submitted on Customer's Letterhead

RE: That certain Installment Payment Agreement No. CAM268-13 dated as of June 11, 2021 (the "Contract"), between ePlus Group, inc. and the County of Orange ("Customer").

The following information sets forth the use of the property (herein so called) to be sold to the undersigned under the above-referenced Agreement.

- 1) The property will be used by _____.
- 2) The responsibilities of the Customer are _____.
- 3) The property is essential to the Customer's obligation to perform the following functions:
_____.
- 4) The Customer has/has not (circle one) always provided the functions set forth above.
- 5) Without the property, the Customer would/would not (circle one) be able to perform the functions.
- 6) The functions being performed with the property are/are not (circle one) permanent and non-cyclical?
- 7) The property is/is not (circle one) replacing equipment which performed a similar function.

If the property is replacing equipment which performed a similar function, what was the prior equipment, was it owned or leased, how old was it and what happened to it?

_____.

- 8) The property is/is not (circle one) supplementing priorequipment.

If the property is supplementing prior equipment, what portion is the property of the entire system (e.g., 50% of the total system in size and function)?-

_____.

- 9) Would the Customer be able to perform its functions without the property?_____.
- 10) What is the useful life of the property?_____.
- 11) What portion of the Customer's overall function will be performed using the property?_____.
- 12) What are the chances of the Customer replacing the property_____.
- 13) What is the flow of appropriations for the property?_____.

The undersigned hereby represents that the use of the property is essential to its proper, efficient and economic operation and will not be used for private purposes.

Sincerely,

By: _____

Title: _____



June 11, 2021

County of Orange
320 North Flower Street
Santa Ana, CA 92703

Re: Installment Payment Agreement No. CAM268-14 dated as of June 11, 2021 between ePlus Group, inc. and the County of Orange.

Enclosed please find the following documentation for the above-referenced transaction:

1. Installment Payment Agreement No. CAM268-14 (Original and Copy) -To be executed by a representative who is named as an authorized representative on the Certificate of Incumbency.
2. Certificate of Incumbency (Original) - This form should include all Officers of your company who will sign Agreement documents, including Acceptance Certificates. Those individuals who are being encumbered should be Officers of the Corporation. The name, title and signature of these individuals should appear on the bottom portion of the document. A Corporate Secretary or Assistant Secretary (if not, then another Officer of the Corporation or legal counsel) will authorize these signatures by stating their name and title at the top of the document and dating and signing the "In Witness Whereof" section of the document and embossing the Corporate Seal where noted (see Sample Incumbency Certificate enclosed). Please note that an individual cannot authorize himself on the Certificate of Incumbency.
3. Certificate of Acceptance for Installment Payment Agreement No. CAM268-14 (Original) - To be dated and executed when all equipment is delivered and found to be in good working order, by a representative who is named as an authorized representative on the Certificate of Incumbency, and immediately returned to ePlus Group, inc.
4. Insurance Information Form for Installment Payment Agreement No. CAM268-14 - To be completed and signed. Please provide insurance certificates naming "ePlus Group, inc. or its assignee" as Additional Insured and Loss Payee or a letter of self-insurance, if applicable.
5. Invoicing Information Form for Installment Payment Agreement No. CAM268-14 - To be completed and signed. Please include your Federal Tax ID Number. If ACH Payment is preferred then an Electronic Debit Agreement Authorization form is required to be completed and submitted with a voided check.
6. Sample Opinion Letter - To be completed and executed on counsel's letterhead.
7. Essential Use Form - To be completed and signed, by a representative who is named as an authorized representative on the Certificate of Incumbency, at the time a deposit is required by the vendor.

Please review all documents and upon finding them to be acceptable, please have them executed and returned (Originals & Copies) to my attention. Upon final review and approval, we will return a full set of executed documents back to you. If you have any questions or comments regarding any of the documents, please contact me at (703) 984-8303.

Thank you for your assistance with this transaction.

Sincerely,

Karol Powers
Contracts Manager

Enclosures

Installment Payment Agreement



Date: June 11, 2021

Installment Payment Agreement No. CAM268-14

THIS IS A NON-CANCELABLE, LEGALLY BINDING CONTRACT

Customer (Customer Name) Use EXACT registered name if a Corp., LLC, or LP				County of Orange		
Customer's Chief Executive Office	Street: 320 North Flower Street	City: Santa Ana	State: CA	County:	Zip: 92703	Customer Telephone (not cell):

This Installment Payment Agreement, as it may be amended or supplemented from time to time (the "Contract"), represents the final and only agreement between You and Us regarding the subject matter herein and may not be contradicted or modified by evidence of prior, contemporaneous or subsequent oral [including documents generated by You and not signed by Us] agreements. There are no unwritten oral agreements between You and Us. The Contract can be changed only by a signed written agreement between You and Us. If any provision is found unlawful, it shall be removed and the rest enforced per its term.

1. **CONTRACT.** Customer ("You" or "Your") agrees to finance through ePlus Group, inc. ("We," "Us" or "Our") the Licensed Product listed below and all existing accessories, embedded software, additions, replacements and repairs ("Asset") upon the terms stated herein. This Contract is non-cancelable and may not be terminated early except as set forth in Section 10. This Contract is not binding until We and You sign below.

Asset Location (if different than "Chief Executive Office" shown above)	645 N. Ross, Santa Ana, CA 92701
Asset Description: See Attached Attachment A – Asset Description	Asset Supplier: ePlus Technology, inc.

Your Fiscal Period: _____ to _____

Original Term	Sixty (60) Months	Contract Payment Start Date	Net thirty (30) or Commencement Date	Asset Cost	\$857,541.80	Advance Payment Applied as First Pmt:	n/a	Security Deposit\$	n/a
	Contract Payment	\$171,508.36 due net thirty (30) of Commencement Date followed by \$171,508.36 due 7/1/22, 7/1/23, 7/1/24 and 7/1/25. Contract Payments are exclusive of any sales tax, if applicable.				Check here if Contract Payment Includes Sales/Use Tax: <input type="checkbox"/>			

2. **UNCONDITIONAL OBLIGATIONS.** You agree that: (a) You, not We, selected the Asset(s) and the Supplier, (b) no statement made by the Supplier is binding on Us, (b) (c) We are not a party to any contract you may have with the Supplier, and no breach by the Supplier will excuse You from performing Your obligations to Us, (d) if the Asset is unsatisfactory or if the Supplier fails to fulfill any obligation to You, You agree not to make any claim against Us and to continue performing hereunder, (e) You represent and warrant for Our benefit and that of Our assigns that, as of the time of execution of this Contract: (i) You are an entity organized and existing under the laws of California and have adequate corporate power to enter into and perform this Contract; (ii) This Contract has been duly authorized, executed and delivered by You and constitutes a valid, legal and binding agreement enforceable in accordance with its terms; (iii) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by You of this Contract or such approval and consent has been granted by the necessary governmental authority; and (iv) The entering into and performance of this Contract will not violate any judgment, order, law or regulation applicable to You, and (g) Your obligations to Us are unconditional, despite any failure of any Asset or other adverse condition, and Your obligation to make the Contract Payments shall not abate, reduce or diminish for any reason, including setoff, counterclaim, recoupment or any other defenses or doctrines. Nothing in this paragraph shall negate the cancellation of Customer's obligations if funds are not appropriated by the governing body as stated in Section 10. Appropriation of Funds.

3. **TERM.** This Contract will begin on the Date of Acceptance as noted on the Certificate of Acceptance form ("Commencement Date") and will continue for the number of months shown above ("Original Term") and is non-cancelable during the full Original Term, except as set forth in Section 10.

4. **PAYMENTS.** Contract Payments and other charges are payable in advance periodically as set forth above. Restrictive endorsements on Your checks are not binding. Payments will be applied to past-due and current-due charges in such order as We determine. Any security deposit or estimated future Governmental Charge paid by You is non-interest bearing, and at the end of the Contract, the unused portion (if any) will be returned to You. If You pay late, You shall also pay a late fee of 5% of the amount that is late per month (or the maximum rate allowable by law, if less) until the date paid. If any check is dishonored, We will charge a fee of \$20.

5. **NO WARRANTIES.** We are financing the Asset(s) to You "as is". We have not made and hereby disclaim any and all warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. You hereby grant Us a security interest in the Asset(s) and all proceeds thereof effective as of the Commencement Date. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You may be entitled under Article 2A to the promises and warranties (if any) provided to Us by the Vendor(s) in connection with or as part of the contract (if any) by which We acquire the Asset(s). You may contact the Supplier for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. We hereby transfer to You, without recourse to Us, all automatically transferable promises and warranties, if any, made to Us by the Supplier or manufacturer.

6. **INDEMNIFICATION.** We are not liable for any claims, damages (whether direct,

indirect, incidental or consequential), losses or costs made against or incurred by You relating to the Asset(s) or this Contract. You shall indemnify and defend Us against any and all claims, damages, losses and costs (including reasonable attorneys' fees) made against or incurred by Us relating to the Asset(s) or this Contract. This obligation shall survive the termination of this Contract.

7. **ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer"), or sublease, this Contract in whole or in part. We may, with notice to You, Transfer Our interests in the Asset(s) and/or this Contract, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will have all of Our rights but none of Our obligations. You agree not to assert against the New Owner any claim, defense or offset You may have against Us.

8. **TAXES; OTHER FEES.** You are responsible for all taxes and governmental charges relating to the Asset(s) or this Contract (collectively, with such taxes, "Governmental Charges").

9. **DEFAULT.** You will be in default if, with respect to this Contract or any other agreement between You and Us, (i) You fail to pay any sum within 10 business days after written notice is given that a specific payment is past due, (ii) fail to perform or observe any other obligation, (iii) any representation or warranty made by You to Us in connection with the Contract shall be untrue in any material respect, or (iv) a change of control of Customer shall occur. If You default, You agree We may do any or all of the following: (A) cancel this Contract, (B) require You to stop using the Asset(s) and upon 30 business days notice to You, take possession of the Asset(s) wherever located, without demand, liability, court order or other process of law, (C) require You to pay to Us on demand an amount equal to the sum of (i) all Contract Payments and other amounts then due and past due, (ii) all remaining Contract Payment for the Present Term discounted at a rate of 2% per annum, (iii) interest at the rate of 1.5% per month on the amounts specified in clauses "i" and "ii" above until the date paid and (iv) all other amounts that may later become due hereunder, and/or (D) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorney's fees) and reasonable expenses of denying use of the Asset(s), plus interest at the rate of 1.5% per month on such amounts until the date paid.

10. **APPROPRIATION OF FUNDS.** You intend to continue this Contract for the term of this Contract and to pay the Contract Payments due under this Contract and other amounts due hereunder. Notwithstanding the foregoing, in the event sufficient funds are not appropriated by the Customer's government body to continue the term of this Contract for any Fiscal Period of You beyond the Fiscal Period first in effect at the Commencement Date, You may terminate this Contract with regard to not less than all of the Assets on this Contract so affected, provided You provide Us written notice within 10 business days after the Customer's government body has determined not to appropriate the funds and confirming this Contract will be so terminated. All of Your obligations to pay the Contract Payments due after the end of the Fiscal Period for which such termination applies will cease, all of Your interests in the Assets will terminate and You shall surrender the Assets in accordance with this Contract. We and You understand and intend that the obligation of You to pay the Contract Payments hereunder shall constitute a current expense of You and shall not in any way be construed to be a debt of You in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by You, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of You beyond the Fiscal Period for which sufficient funds have been appropriated to pay the Contract Payments hereunder.

11. REPRESENTATIONS AND WARRANTIES. You represent, covenant and warrant for Our benefit and Our assignee(s): (i) The use of the Asset(s) is essential to Your proper, efficient and economic operation; and (ii) You understand and agree that We are relying on the essential nature of the Asset(s) to You and upon Your covenant to complete full implementation of the Asset(s) and any system associated therewith (the "Project"). In the absence of such a covenant by You, We would not provide the financing for the project under this Contract. Failure to honor this covenant shall be a material breach of this Contract and constitute an event of default hereunder, independent of any failure of the legislature to appropriate funds.

12. INSURANCE. You, at Your expense, shall maintain all risks, including fire and extended coverage, insurance against loss, theft, damage, or destruction of the Asset(s), in an amount not less than the applicable Casualty Value set forth in Attachment B attached hereto and made a part hereof. This coverage shall have standard commercial terms and conditions and may not contain endorsements excluding coverage for mysterious or mere disappearance, seizure or other governmental acts or dishonesty of Your officers or employees or restrict recovery for the kinds of Asset(s) covered by this Contract. You shall further, at its expense, provide and maintain comprehensive public liability insurance in an amount of \$1,000,000 per occurrence against claims for bodily injury, death and/or property damage arising out of the use, ownership, possession, operation or condition of the Asset(s), together with such other insurance as may be required by law. Both coverages shall name You as an insured and Us and Our Assignee(s) as additional insureds and loss pay as their respective interest may appear, shall be satisfactory to Us, and shall contain a clause requiring the Insurer to give Us at least one month prior written notice of the cancellation or any alteration in the terms of such policy. No insurance shall be subject to any co-insurance clause. Each insurance policy shall be with an insurance carrier licensed to provide the insurance required herein in the State where the Asset(s) are located. We are hereby appointed as Your attorney-in-fact in connection with Contract Payments made with respect to the Asset(s) as a result of such insurance policies. You will not make adjustments with insurers except with Our prior written consent, which consent shall not be unreasonably withheld. You shall furnish to Us certificates of insurance or other evidence satisfactory to Us that such insurance coverage is in effect and that Us and Our Assignees are named as additional insureds, and, upon Our request, You shall promptly provide Us with a copy of the insurance policy. Your liability for loss shall not be diminished by any insurance payment less than the actual amount of the loss.

13. RISK OF LOSS. (a) With regard to the Asset(s), commencing upon delivery and continuing throughout the Original Term, You hereby assume and shall bear the risk of loss for any reason with respect to any damage, destruction, loss, theft, or governmental taking, whether partial or complete and whether through any fault or neglect of You or otherwise; (b) If any Asset is damaged, You shall promptly notify Us and shall, at Your expense, within sixty (60) days of such damage, cause to be made repairs necessary to return such Asset to its previous condition. You shall then be entitled to receive from Us any insurance received by Us in connection with such damage; (c) In the event any Asset is destroyed, damaged beyond repair, lost, stolen, or taken by governmental action for a stated period extending beyond the Original Term (an "Event of Loss"). You shall promptly notify Us and pay to Us, on the next Contract Payment date following such Event of Loss, an amount equal to the Casualty Value amount for such Asset as set forth in Attachment B.

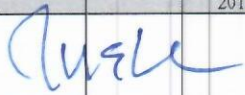
After payment of such Casualty Value amount and all Contract Payments due and owing on or before such Payment date, Your obligation to pay further Contract Payments allowable to the Asset which suffered the Event of Loss shall cease. After paying such Casualty Value amount to Us, You shall be entitled to receive from Us any insurance received by Us in connection with such Event of Loss; (d) In the event of a governmental taking of any Asset for an indefinite period or a stated period which does not extend beyond the Original Term, all obligations of You with respect to such Asset (including payment of Contract Payments) shall continue. So long as You are not in default hereunder, We shall pay to You all sums received by Us from the government by reason of such taking.

14. TITLE. Title to the Asset(s) will pass to You on the Commencement Date. Title will revert to Us upon termination pursuant to Section 10.

15. SECURITY INTEREST. You grant to Us and We retain a security interest in the Asset(s). You will not change or remove any insignia or lettering which We may place on the Asset(s) to indicate its interest therein. During the Original Term, You will keep the Asset(s) free from any lien, encumbrance or legal process and You will promptly discharge any claim which might become a lien against the Asset(s).

16. ASSET RETURN. You are responsible for the return costs related to the termination of this Contract pursuant to Section 10. You will pay for any repairs necessary to make the Asset(s) acceptable for manufacturer's maintenance. You further agree to immediately return all originals and copies of the Software portion of the Asset(s) to Us and erase all Software resident in computer memory.

17. MISCELLANEOUS. This Contract shall be deemed to be performed in Orange County, California (the place of where the contract has been executed), and the Contract shall be governed by the laws of the State of California. All legal actions relating to this Contract shall be venue in a state or federal court located in Orange County, California. You consent to personal jurisdiction in such courts. This Contract may be executed in counterparts, all of which together shall constitute the same document. You agree that a facsimile or other copy containing Your faxed or copied signature shall be as enforceable as the original executed Contract. You agree to provide Us with Your Financial Statements that may be publicly disclosed and that are not readily accessible online. If You are a privately held entity then, You shall provide Us complete audited financial statements at each quarter end and fiscal year end, certified by Your independent certified public accountants and reasonably acceptable to Us within fourteen days of receipt of same from Your certified public accountants. If it is determined that any amount charged under this Contract is greater than the amount allowed by law, including any amount that is determined to exceed applicable usury limits (an "Excess Amount"), then any Excess Amount will be waived (or, if the Excess Amount was paid, it will be applied to past-due amounts, if any, or else refunded). This Contract shall not be binding on Us until executed and delivered by You and executed by Us. Electronically-signed or other non-original transmittal of this Contract when received by Us shall have the same force and effect as the use of a manual signature if and only if it embodies all of the attributes pursuant to California Government Section Code 16.5. You represent and warrant that any documents electronically-signed and delivered to Us are genuine, legally valid and enforceable as if originally signed and delivered. You represent to Us, and acknowledge that We are reasonably relying on this representation, as follows: The digital signature which You affixed to this Contract shall have the same force and effect as the use of a manual signature, and (1) it is unique to the signer; (2) it is capable of verification; (3) it is under the sole control of the signer; (4) it is linked to data in such a manner that if the data is changed, the digital signature is invalidated; (5) it conforms to regulations adopted by the California Secretary of State. Notwithstanding the foregoing, We may require and You agree to provide an original signature version of this Contract.

Accepted by ePlus Group, Inc. 13895 Dulles Technology Drive, Herndon, VA 20171		Customer Name County of Orange	
By 	Date 6/14/21	By Print Name	Date Title

Jason M. H. IV

ATTACHMENT A - ASSET DESCRIPTION

Page 1 of 4

<u>Line #</u>	<u>Part Number</u>	<u>Description/Line Notes</u>	<u>QTY</u>	<u>Ext. Price</u>
001	C9300-48U-A	CATALYST 9300 48-PORT UPOE, NETWORK ADVANTAGE	533	2,540,981.56
002	C9300-NW-A-48	C9300 NETWORK ADVANTAGE, 48-PORT LICENSE	533	-
003	SC9300UK9-175	CISCO CATALYST 9300 XE 17.5 UNIVERSAL UNIVERSAL	533	-
004	PWR-C1-1100WAC-P	1100W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY	533	-
005	PWR-C1-1100WAC-P/2	1100W AC 80+ PLATINUM CONFIG 1 SECONDARY POWER SUPPLY	533	436,985.38
006	CAB-TA-NA	NORTH AMERICA AC TYPE A POWER CABLE	1066	-
007	C9300-SSD-NONE	NO SSD CARD SELECTED	533	-
008	STACK-T1-50CM	50CM TYPE 1 STACKING CABLE	533	22,998.95
009	CAB-SPWR-30CM	CATALYST STACK POWER CABLE 30 CM	533	21,847.67
010	NM-BLANK-T1	CISCO CATALYST TYPE 1 NETWORK MODULE BLANK	533	-
011	C9300-DNA-A-48	C9300 DNA ADVANTAGE, 48-PORT TERM LICENSES	533	-
012	C1-ADD-OPTOUT	CISCO DNA PREMIER ADD-ON SESSION OPT OUT (NO FULFILLMENT)	533	-
013	TE-EMBEDDED-T	CISCO THOUSANDEYES ENTERPRISE AGENT IBN EMBEDDED	533	-
014	TE-EMBEDDED-T-5Y	THOUSANDEYES - ENTERPRISE AGENTS	533	-
015	PI-LFAS-T	PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM	533	-
016	PI-LFAS-AP-T-5Y	PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y	533	-
017	C9300-NM-NONE	NO NETWORK MODULE SELECTED	533	-
018	NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	533	-
019	C9300-24U-A	CATALYST 9300 24-PORT UPOE, NETWORK	30	83,412.30
020	C9300-NW-A-24	C9300 NETWORK ADVANTAGE, 24-PORT LICENSE	30	-
021	SC9300UK9-175	CISCO CATALYST 9300 XE 17.5 UNIVERSAL UNIVERSAL	30	-
022	PWR-C1-1100WAC-P	1100W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY	30	-
023	PWR-C1-1100WAC-P/2	1100W AC 80+ PLATINUM CONFIG 1 SECONDARY POWER SUPPLY	30	24,595.80
024	CAB-TA-NA	NORTH AMERICA AC TYPE A POWER CABLE	60	-
025	C9300-SSD-NONE	NO SSD CARD SELECTED	30	-
026	STACK-T1-50CM	50CM TYPE 1 STACKING CABLE	30	1,294.50
027	CAB-SPWR-30CM	CATALYST STACK POWER CABLE 30 CM	30	1,229.70
028	NM-BLANK-T1	CISCO CATALYST TYPE 1 NETWORK MODULE BLANK	30	-
029	C9300-DNA-A-24	C9300 DNA ADVANTAGE, 24-PORT TERM LICENSES	30	-
030	TE-EMBEDDED-T	CISCO THOUSANDEYES ENTERPRISE AGENT IBN EMBEDDED	30	-
031	TE-EMBEDDED-T-5Y	THOUSANDEYES - ENTERPRISE AGENTS	30	-
032	PI-LFAS-T	PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM - SMART LIC	30	-

<u>Line #</u>	<u>Part Number</u>	<u>Description/Line Notes</u>	<u>QTY</u>	<u>Ext. Price</u>
033	PI-LFAS-AP-T-5Y	PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y	30	-
034	C9300-NM-NONE	NO NETWORK MODULE SELECTED	30	-
035	NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	30	-
036	C9300-NM-8X=	CATALYST 9300 8 X 10GE NETWORK MODULE, SPARE	350	399,416.50
037	C9500-24Y4C-A	CATALYST 9500 24X1/10/25G AND 4-PORT 40/100G,	8	74,564.08
038	C9500-NW-A	C9500 NETWORK STACK, ADVANTAGE	8	-
039	C9500-SSD-NONE	NO SSD CARD SELECTED	8	-
040	SC9500HUK9-175	CISCO CATALYST 9500H XE.17.5 UNIVERSAL	8	-
041	C9K-PWR-650WAC-R	650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLING	8	-
042	C9K-PWR-650WAC-R/2	650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLING	8	7,249.28
043	CAB-9K12A-NA	POWER CORD, 125VAC 13A NEMA 5-15 PLUG, NORTH AMERICA	16	-
044	C9K-F1-SSD-BLANK	CISCO PLUGGABLE SSD STORAGE	8	-
045	C9K-T1-FANTRAY	CATALYST 9500 TYPE 4 FRONT TO BACK COOLING FAN	16	-
046	C9500-DNA-24Y4C-A	C9500 DNA ADVANTAGE, TERM LICENSE	8	-
047	PI-LFAS-T	PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM	24	-
048	PI-LFAS-AP-T-5Y	PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y	24	-
049	NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	8	-
050	ISR4451-X/K9	CISCO ISR 4451 (4GE,3NIM,2SM,8G FLASH,4G DRAM)	2	17,689.34
051	SL-44-IPB-K9	IP BASE LICENSE FOR CISCO ISR 4400 SERIES	2	-
052	SL-44-APP-K9	APPX LICENSE FOR CISCO ISR 4400 SERIES	2	3,106.84
053	PWR-4450-AC	AC POWER SUPPLY FOR CISCO ISR 4450 AND ISR4350	2	-
054	PWR-4450-AC/2	AC POWER SUPPLY (SECONDARY PS) FOR CISCO ISR 4450	2	690.40
055	CAB-AC	AC POWER CORD (NORTH AMERICA), C13, NEMA 5-15P, 2.1M	4	-
056	ISRWAAS-RTU-2500	ISRWAAS RTU FOR 2500 CONNECTIONS	2	-
057	WAAS-RTU-2500	WAAS AND VWAAS RIGHT TO USE FOR 2500 CONNECTIONS	2	-
058	CON-ECMU-WS2500	SWSS UPGRADES WAAS AND VWAAS RIGHT	2	-
059	MEM-44-4G	4G DRAM (1 X 4G) FOR CISCO ISR 4400	2	-
060	MEM-FLSH-8G	8G EUSB FLASH MEMORY FOR CISCO ISR 4430	2	-
061	POE-COVER-4450	COVER FOR EMPTY POE SLOT ON CISCO ISR 4450	4	-
062	MEM-4400-DP-2G	2G DRAM (1 DIMM) FOR CISCO ISR 4400 DATA PLANE	2	-
063	NIM-BLANK	BLANK FACEPLATE FOR NIM SLOT ON CISCO ISR 4400	6	-
064	SM-S-BLANK	REMOVABLE FACEPLATE FOR SM SLOT ON CISCO 2900,3900,4400 ISR	4	-

<u>Line #</u>	<u>Part Number</u>	<u>Description/Line Notes</u>	<u>QTY</u>	<u>Ext. Price</u>
065	SISR4400UK9-173	CISCO ISR 4400 SERIES IOS XE UNIVERSAL	2	-
066	STACK-T1-3M=	3M TYPE 1 STACKING CABLE	150	24,661.50
067	CAB-SPWR-150CM=	CATALYST STACK POWER CABLE 150 CM SPARE	150	14,644.50
068	C9500-24Y4C-A	CATALYST 9500 24X1/10/25G AND 4-PORT 40/100G,	2	18,641.02
069	C9500-NW-A	C9500 NETWORK STACK, ADVANTAGE	2	-
070	C9500-SSD-NONE	NO SSD CARD SELECTED	2	-
071	SC9500HUK9-173	CISCO CATALYST 9500H XE.17.3 UNIVERSAL	2	-
072	C9K-PWR-650WAC-R	650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLING	2	-
073	C9K-PWR-650WAC-R/2	650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLING	2	1,812.32
074	CAB-9K12A-NA	POWER CORD, 125VAC 13A NEMA 5-15 PLUG, NORTH AMERICA	4	-
075	C9K-F1-SSD-BLANK	CISCO PLUGGABLE SSD STORAGE	2	-
076	C9K-T1-FANTRAY	CATALYST 9500 TYPE 4 FRONT TO BACK COOLING FAN	4	-
077	C9500-DNA-24Y4C-A	C9500 DNA ADVANTAGE, TERM LICENSE	2	-
078	PI-LFAS-T	PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM	6	-
079	PI-LFAS-AP-T-5Y	PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y	6	-
080	NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	2	-
081	DN2-HW-APL-XL-U	DNA CENTER APPLIANCE (GEN 2)- 112 CORE FOR PROMOS	1	-
082	CAB-C13-C14-2M	POWER CORD JUMPER, C13-C14 CONNECTORS, 2 METER LENGTH	2	-
083	DN2-CPU-I8276	INTEL 8276 2.2GHZ/165W 28C/38.50MB DCP DDR4 2933 MHZ	4	-
084	DN2-MSTOR-SD	MINI STORAGE CARRIER FOR SD (HOLDS UP TO 2)	1	-
085	DN2-C480-CM	UCS C480 M5 CPU MODULE W/O CPU, MEM	2	-
086	DN2-SD38T61X-EV	3.8TB 2.5 INCH ENTERPRISE VALUE 6G SATA SSD	2	-
087	DN2-SD480G611X-EV	480GB 2.5 INCH ENTERPRISE VALUE 6G SATA SSD	2	-
088	DN2-TPM2-002	TRUSTED PLATFORM MODULE 2.0 FOR UCS SERVERS	1	-
089	DN2-MR-X32G2RT-H	32GB DDR4-2933-MHZ RDIMM/2RX4/1.2V	24	-
090	DNA-SW-2.1.2	CISCO DNA CENTER SW 2.1.2	1	-
091	DN2-C480-8HDD	UCS C480 M5 DRIVE MODULE FOR 8X HDD	3	-
092	DN2-PCIE-ID10GF	INTEL X710-DA2 DUAL-PORT 10G SFP+ NIC	1	-
093	DN2-SD-64G-S	64GB SD CARD FOR UCS SERVERS	1	-
094	DN2-SD19T61X-EV	1.9TB 2.5 INCH ENTERPRISE VALUE 6G SATA SSD	16	-
095	DN2-PCIE-IQ10GF	INTEL X710 QUAD-PORT 10G SFP+ NIC	1	-
096	DN2-HW-APL-XL-LIC	CISCO DNAC APPLIANCE LICENSE- 112 CORE	1	-
097	DN2-PSU1-1600W	CISCO UCS 1600W AC POWER SUPPLY FOR RACK SERVER	4	-
098	DN2-RAID-M5HD	CISCO 12G MODULAR RAID CONTROLLER WITH 4GB CACHE	1	-
099	DNA-SOLN-STARTER	SOLUTION STARTER	1	-
100	ELA2-M	CISCO EA BUNDLE	1	-

<u>Line #</u>	<u>Part Number</u>	<u>Description/Line Notes</u>	<u>QTY</u>	<u>Ext. Price</u>
101	E2-N-AS	CISCO DNA FOR EA - ACCESS SWITCHING	1	-
102	E2-N-AS-S	ACCESS SWITCHING EA - SUPPORT	1	-
103	E2N-C93001-G-A	C9300 24-PORT CISCO DNA EA ADVANTAGE NEW PURCHASE	30	37,996.50
104	E2N-C93002-G-A	C9300 48-PORT CISCO DNA EA ADVANTAGE NEW PURCHASE	533	1,265,256.72
105	E2N-C95006-G-A	C9500 CISCO DNA EA ADVANTAGE 24Y4C NEW PURCHASE	10	44,717.40
106	E2-N-CL-SDWAN	CISCO DNA FOR EA - CLOUD WAN	1	-
107	E2-N-CL-SDWAN-S	CISCO DNA FOR EA CLOUD SDWAN SUPPORT	1	-
108	E2N-SDWAN-C-T0-G-A	ENTERPRISE WAN TIER 0 CLOUD (15M) DNA EA ADVANTAGE	1	2,211.30
Total Asset Cost:				5,046,003.56

ATTACHMENT B

<u>RENT PMT#</u>	<u>C.V.%</u>
1	105.00
2	88.59
3	69.84
4	48.68
5	25.00

INCUMBENCY CERTIFICATE

I, _____, do hereby certify that I am the authorized _____ of the County of Orange ("Customer"), and further certify that the individuals whose name(s) and signature(s) appear below are authorized to enter into, execute and deliver Installment Payment Agreement No. CAM268-14 between ePlus Group, inc. and Customer, and to enter into, execute and deliver any Schedules, Riders, Amendments and other documents related thereto.

IN WITNESS WHEREOF, I set my hand and the seal of the Customer this ____ day of _____, 20 ____.

(Seal)

Signature _____

Name _____

NAME

TITLE

SIGNATURE

CERTIFICATE OF ACCEPTANCE

Certificate of Acceptance under Installment Payment Agreement No. CAM268-14 dated as of June 11, 2021 ("Contract") between ePlus Group, inc. ("ePlus") and the County of Orange ("Customer").

1. Asset(s). Customer hereby certifies that the Asset(s) set forth and described in the above mentioned Contract have been delivered to the location(s) set forth in the Contract, inspected by Customer, found to be in good order and accepted, all on the Date of Acceptance set forth below:

Date of Acceptance: _____, 20____

2. Representations by Customer. Customer hereby represents and warrants to ePlus and any Assignees that on the Date of Acceptance set forth above:

- (a) the representations and warranties of Customer set forth in the Contract are true and correct in all material respects as though made on and as of such Date of Acceptance; (b) Customer has satisfied or complied with all requirements set forth in the Contract to be satisfied or complied with on or prior to such Date of Acceptance; (c) no Default or Event of Default under this Contract has occurred and is continuing on such Date of Acceptance; and (d) the Asset(s) are insured in accordance with the provisions of the Contract.

A facsimile transmitted document with facsimile transmitted signatories thereon shall be deemed an original.

Customer: County of Orange

By

Name

Title

REQUEST FOR INSURANCE

In accordance with Section 12 of Installment Payment Agreement No. CAM268-14 dated as of June 11, 2021, we have agreed, and instructed the insurance agent named below (please fill in name, address, etc.), to provide and maintain full insurance coverage for the Asset(s) per the terms of the Installment Payment Agreement.

INSURANCE COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: _____

POLICY NO.: _____

FAX: _____

Please issue:

- A. An Insurance Certificate with Liability Coverage in the amount of \$1,000,000.00 total liability per occurrence naming ePlus Group, inc. and its assignee(s) as Certificate Holder and additional insured at the address listed below:

ePlus Group, inc. and its assignee(s)
13595 Dulles Technology Drive
Herndon, VA 20171

- B. Evidence of Property Insurance in the form of a Certificate of Insurance and Long Form Loss Payable Clause with the following statement:

“ePlus Group, inc. and its assignee(s) are included as lender loss payee in an amount not less than the Casualty Values of the leased Asset(s) under Installment Payment Agreement No. CAM268-14 dated as of June 11, 2021.”

- C. A certificate noting this coverage, with a 30 day notice of cancellation or non-renewal clause should be sent to ePlus Group, inc., to the attention of: INSURANCE COORDINATOR.

The Certificate(s) must reference Installment Payment Agreement No. CAM268-14 dated as of June 11, 2021 and extend for the term of the Contract.

Customer: County of Orange

BY: _____

TITLE: _____

Please fax this information to your Insurance carrier and forward a copy of this form to ePlus Group, inc. with the other documentation.

SELF-INSURANCE QUESTIONNAIRE

These questions are to be used as a guideline for a description of the Lessee's self-insurance program. While a response to each question is not required, a written statement covering the areas of concern below would be appreciated. Please provide responses in a letter signed by your appropriate representative.

- 1) Does the Lessee intend to self-insure for:
 - a) damage or destruction to the property; b) liability for injury (including death) to persons?
- 2) What are the limits (in dollars) of the liability the Lessee proposes to assume for claims under 1) above?
- 3) Does the Lessee maintain an umbrella insurance policy for claims in excess of Lessee's self-insurance limits under question 2) above? If so,
 - a) Does the umbrella policy provide all-risk property damage coverage and coverage for liability for injuries, including death, to persons?
 - b) What are the umbrella policy's limits for such property damage and liability coverage?
- 4) From what source does the Lessee obtain funds to pay its self-insured liabilities?
 - a) Does the Lessee maintain a self-insurance fund? If so,
 - i) Are the monies in this fund subject to annual appropriations?
 - ii) What total amount is maintained in the fund to cover the Lessee's self-insurance liabilities?
 - iii) Are amounts paid from the fund subject to limitations per each claim?
 - iv) If the Lessee does not maintain an umbrella policy, are claims limited only to amounts available in the fund, or may a claimant pursue other avenues of relief against the Lessee?
 - v) Who or what is the decision making authority for payment of claims submitted against the Lessee?
 - vi) If a claimant receives an adverse decision from the entity described in 4.a)v) above, does the claimant have recourse to the courts or to another administrative agency (i.e. who/what is the authority of last resort for paying a claim against the Lessee's self-insurance liability)?
 - b) If the Lessee does not maintain a self-insurance fund, from what source(s) does the Lessee obtain funds to pay claims against its self-insured liability?
 - i) What are the limitations and amounts payable for claims against these funding sources?
 - ii) Who/What is the entity authorizing payment from a claim against the Lessee's self-insurance liability?
 - iii) Who/What is the authority of last resort for paying a claim against the Lessee's self-insurance liability?

INVOICING INFORMATION FORM

Please help us provide a more efficient service to you by completing the information requested below and returning this form to us along with the Contract documentation.

Company Name: _____
 Reference: CAM268-14

Billing Address: _____

 Attn: _____

Primary A/P Contact:

Name _____ Phone (____) _____ Email _____

Secondary A/P Contact:

Name _____ Phone (____) _____ Email _____

Note: Please attach any supporting documentation you may have for the following:

Federal Tax ID Number: _____

Tax Exempt: Yes _____ No _____ (Attach copy of Tax Exempt Certificate for all applicable States)

Direct Pay Certificate Number(s) (if applicable): _____

Purchase Order Number: _____

Invoice Type: Equipment Detail _____ No Equipment Detail _____

Property Tax Contact: _____

Phone (____) _____ Email: _____

Property Tax Contact Mailing Address: _____

(If different from above)

COMMENTS: _____

Confirmation: The above information is complete and accurate as of the date indicated

Signature: _____

Date: _____

Title: _____

Contact Tel. No.: (____) _____

SAMPLE OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD

ePlus Group, inc.
13595 Dulles Technology Drive
Herndon, Virginia 20171

Ladies and Gentlemen:

We are counsel to the County of Orange (the "Customer") and, in that capacity, we have examined Installment Payment Agreement No. CAM268-14, dated as of June 11, 2021, (the "Agreement"), between the Customer and ePlus Group, inc. ("ePlus"),

As a result of our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Customer is a public body corporate and politic and is authorized by the Constitution and laws of the State of California to carry out its obligations under the Agreement;

(b) The Agreement has been duly authorized, executed and delivered by __*, and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any governmental authority with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby or such approval has been obtained;

(d) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Agreement or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Customer or on the Asset(s) subject to the Agreement pursuant to any instrument to which the Customer is a party or by which it or its assets may be bound;

(e) Customer has complied with any applicable public bidding requirements in connection with the Agreement and the transactions contemplated thereby;

(f) There are no actions, suits or proceedings pending or to our knowledge, threatened against or affecting the Customer in any court or before any governmental commission, board or authority which, if adversely determined, will have a material, adverse effect on the ability of the Customer to perform its obligations under the Agreement.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,

*Authorized Signatory of Customer under the Agreement.

ESSENTIAL USE LETTER
To Be Submitted on Customer's Letterhead

RE: That certain Installment Payment Agreement No. CAM268-14 dated as of June 11, 2021 (the "Contract"), between ePlus Group, inc. and the County of Orange ("Customer").

The following information sets forth the use of the property (herein so called) to be sold to the undersigned under the above-referenced Agreement.

- 1) The property will be used by _____.
- 2) The responsibilities of the Customer are _____.
- 3) The property is essential to the Customer's obligation to perform the following functions:
_____.
- 4) The Customer has/has not (circle one) always provided the functions set forth above.
- 5) Without the property, the Customer would/would not (circle one) be able to perform the functions.
- 6) The functions being performed with the property are/are not (circle one) permanent and non-cyclical?
- 7) The property is/is not (circle one) replacing equipment which performed a similar function.

If the property is replacing equipment which performed a similar function, what was the prior equipment, was it owned or leased, how old was it and what happened to it?
_____.

- 8) The property is/is not (circle one) supplementing priorequipment.

If the property is supplementing prior equipment, what portion is the property of the entire system (e.g., 50% of the total system in size and function)?-
_____.

- 9) Would the Customer be able to perform its functions without the property?_____.
- 10) What is the useful life of the property?_____.
- 11) What portion of the Customer's overall function will be performed using the property?_____.
- 12) What are the chances of the Customer replacing the property_____.
- 13) What is the flow of appropriations for the property?_____.

The undersigned hereby represents that the use of the property is essential to its proper, efficient and economic operation and will not be used for private purposes.

Sincerely,

By: _____

Title: _____



Customer Name: COUNTY OF ORANGE
Quote No: 22662917
Quote Name: Phase 2 refresh - rev 2
Quotation Date: 06/08/2021

Sales Support Contact: Alison Leaver
Sales Support Phone: 719-208-3428
Sales Support Email: aleaver@eplus.com
Account Executive: John Karle
Account Executive Phone:
Account Executive Email: jkarle@eplus.com

Customer PO No:
Order No:
Expiration Date: 07/30/2021

External Notes:

NASPO ValuePoint Master Agreement Number AR3227, California Participating Addendum #: 7-20-70-47-01

"Support to be managed according to the Enterprise Services Agreement executed between The County of Orange and ePlus Technology > MA-017-19010954 > Agreement Expires 12/31/2022"

Lines 100-108 Represent an Enterprise License Agreement "ELA" from Cisco. The Term of this ELA is 5 Year

"The following terms from Cisco apply to Customer's use of the products and services on this quote (the "Licensed Services"): the Cisco End User License Agreement and any applicable Supplemental End User License Agreements and Offer Descriptions at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html> or such other terms as agreed between Cisco and Customer. By purchasing the Licensed Services through ePlus, Customer consents to ePlus and Cisco sharing Customer data with each other to the extent required to provide the Licensed Services."

5 Year Financing/5 Annual Payments, 0%, per Orange County/ePlus Master Finance Agreement

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext. Price
001	C9300-48U-A	CISCO	CATALYST 9300 48-PORT UPOE, NETWORK ADVANTAGE	533	4,767.32	2,540,981.56
002	C9300-NW-A-48	CISCO	C9300 NETWORK ADVANTAGE, 48-PORT LICENSE	533	0.00	0.00
003	SC9300UK9-175	CISCO	CISCO CATALYST 9300 XE 17.5 UNIVERSAL UNIVERSAL	533	0.00	0.00
004	PWR-C1-1100WAC-P	CISCO	1100W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY	533	0.00	0.00
005	PWR-C1-1100WAC-P/2	CISCO	1100W AC 80+ PLATINUM CONFIG 1 SECONDARY POWER SUPPLY	533	819.86	436,985.38
006	CAB-TA-NA	CISCO	NORTH AMERICA AC TYPE A POWER CABLE	1066	0.00	0.00
007	C9300-SSD-NONE	CISCO	NO SSD CARD SELECTED	533	0.00	0.00
008	STACK-T1-50CM	CISCO	50CM TYPE 1 STACKING CABLE	533	43.15	22,998.95
009	CAB-SPWR-30CM	CISCO	CATALYST STACK POWER CABLE 30 CM	533	40.99	21,847.67
010	NM-BLANK-T1	CISCO	CISCO CATALYST TYPE 1 NETWORK MODULE BLANK	533	0.00	0.00
011	C9300-DNA-A-48	CISCO	C9300 DNA ADVANTAGE, 48-PORT TERM LICENSES	533	0.00	0.00
012	C1-ADD-OPTOUT	CISCO	CISCO DNA PREMIER ADD-ON SESSION OPT OUT (NO	533	0.00	0.00

			FULFILLMENT)			
013	TE-EMBEDDED-T	CISCO	CISCO THOUSANDEYES ENTERPRISE AGENT IBN EMBEDDED	533	0.00	ATTACHMENT A 0.00
014	TE-EMBEDDED-T-5Y	CISCO	THOUSANDEYES - ENTERPRISE AGENTS	533	0.00	0.00
015	PI-LFAS-T	CISCO	PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM - SMART LIC	533	0.00	0.00
016	PI-LFAS-AP-T-5Y	CISCO	PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y	533	0.00	0.00
017	C9300-NM-NONE	CISCO	NO NETWORK MODULE SELECTED	533	0.00	0.00
018	NETWORK-PNP-LIC	CISCO	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	533	0.00	0.00
019	C9300-24U-A	CISCO	CATALYST 9300 24-PORT UPOE, NETWORK ADVANTAGE	30	2,780.41	83,412.30
020	C9300-NW-A-24	CISCO	C9300 NETWORK ADVANTAGE, 24-PORT LICENSE	30	0.00	0.00
021	SC9300UK9-175	CISCO	CISCO CATALYST 9300 XE 17.5 UNIVERSAL UNIVERSAL	30	0.00	0.00
022	PWR-C1-1100WAC-P	CISCO	1100W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY	30	0.00	0.00
023	PWR-C1-1100WAC-P/2	CISCO	1100W AC 80+ PLATINUM CONFIG 1 SECONDARY POWER SUPPLY	30	819.86	24,595.80
024	CAB-TA-NA	CISCO	NORTH AMERICA AC TYPE A POWER CABLE	60	0.00	0.00
025	C9300-SSD-NONE	CISCO	NO SSD CARD SELECTED	30	0.00	0.00
026	STACK-T1-50CM	CISCO	50CM TYPE 1 STACKING CABLE	30	43.15	1,294.50
027	CAB-SPWR-30CM	CISCO	CATALYST STACK POWER CABLE 30 CM	30	40.99	1,229.70
028	NM-BLANK-T1	CISCO	CISCO CATALYST TYPE 1 NETWORK MODULE BLANK	30	0.00	0.00
029	C9300-DNA-A-24	CISCO	C9300 DNA ADVANTAGE, 24-PORT TERM LICENSES	30	0.00	0.00
030	TE-EMBEDDED-T	CISCO	CISCO THOUSANDEYES ENTERPRISE AGENT IBN EMBEDDED	30	0.00	0.00
031	TE-EMBEDDED-T-5Y	CISCO	THOUSANDEYES - ENTERPRISE AGENTS	30	0.00	0.00
032	PI-LFAS-T	CISCO	PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM - SMART LIC	30	0.00	0.00
033	PI-LFAS-AP-T-5Y	CISCO	PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y	30	0.00	0.00
034	C9300-NM-NONE	CISCO	NO NETWORK MODULE SELECTED	30	0.00	0.00
035	NETWORK-PNP-LIC	CISCO	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	30	0.00	0.00
036	C9300-NM-8X=	CISCO	CATALYST 9300 8 X 10GE NETWORK MODULE, SPARE	350	1,141.19	399,416.50

037	C9500-24Y4C-A	CISCO	CATALYST 9500 24X1/10/25G AND 4-PORT 40/100G, ADVANTAGE	8	9,320.51	74,564.08
038	C9500-NW-A	CISCO	C9500 NETWORK STACK, ADVANTAGE	8	0.00	0.00
039	C9500-SSD-NONE	CISCO	NO SSD CARD SELECTED	8	0.00	0.00
040	SC9500HUK9-175	CISCO	CISCO CATALYST 9500H XE.17.5 UNIVERSAL	8	0.00	0.00
041	C9K-PWR-650WAC-R	CISCO	650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLING	8	0.00	0.00
042	C9K-PWR-650WAC-R/2	CISCO	650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLING	8	906.16	7,249.28
043	CAB-9K12A-NA	CISCO	POWER CORD, 125VAC 13A NEMA 5-15 PLUG, NORTH AMERICA	16	0.00	0.00
044	C9K-F1-SSD-BLANK	CISCO	CISCO PLUGGABLE SSD STORAGE	8	0.00	0.00
045	C9K-T1-FANTRAY	CISCO	CATALYST 9500 TYPE 4 FRONT TO BACK COOLING FAN	16	0.00	0.00
046	C9500-DNA-24Y4C-A	CISCO	C9500 DNA ADVANTAGE, TERM LICENSE	8	0.00	0.00
047	PI-LFAS-T	CISCO	PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM - SMART LIC	24	0.00	0.00
048	PI-LFAS-AP-T-5Y	CISCO	PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y	24	0.00	0.00
049	NETWORK-PNP-LIC	CISCO	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	8	0.00	0.00
050	ISR4451-X/K9	CISCO	CISCO ISR 4451 (4GE,3NIM,2SM,8G FLASH,4G DRAM)	2	8,844.67	17,689.34
051	SL-44-IPB-K9	CISCO	IP BASE LICENSE FOR CISCO ISR 4400 SERIES	2	0.00	0.00
052	SL-44-APP-K9	CISCO	APPX LICENSE FOR CISCO ISR 4400 SERIES	2	1,553.42	3,106.84
053	PWR-4450-AC	CISCO	AC POWER SUPPLY FOR CISCO ISR 4450 AND ISR4350	2	0.00	0.00
054	PWR-4450-AC/2	CISCO	AC POWER SUPPLY (SECONDARY PS) FOR CISCO ISR 4450	2	345.20	690.40
055	CAB-AC	CISCO	AC POWER CORD (NORTH AMERICA), C13, NEMA 5-15P, 2.1M	4	0.00	0.00
056	ISRWAAS-RTU-2500	CISCO	ISRWAAS RTU FOR 2500 CONNECTIONS	2	0.00	0.00
057	WAAS-RTU-2500	CISCO	WAAS AND VWAAS RIGHT TO USE FOR 2500 CONNECTIONS	2	0.00	0.00
058	CON-ECMU-WS2500	CISCO	SWSS UPGRADES WAAS AND VWAAS RIGHT	2	0.00	0.00
059	MEM-44-4G	CISCO	4G DRAM (1 X 4G) FOR CISCO ISR 4400	2	0.00	0.00
060	MEM-FLSH-8G	CISCO	8G EUSB FLASH MEMORY FOR CISCO ISR 4430	2	0.00	0.00

061	POE-COVER-4450	CISCO	COVER FOR EMPTY POE SLOT ON CISCO ISR 4450	4	0.00	0.00
062	MEM-4400-DP-2G	CISCO	2G DRAM (1 DIMM) FOR CISCO ISR 4400 DATA PLANE	2	0.00	0.00
063	NIM-BLANK	CISCO	BLANK FACEPLATE FOR NIM SLOT ON CISCO ISR 4400	6	0.00	0.00
064	SM-S-BLANK	CISCO	REMOVABLE FACEPLATE FOR SM SLOT ON CISCO 2900,3900,4400 ISR	4	0.00	0.00
065	SISR4400UK9-173	CISCO	CISCO ISR 4400 SERIES IOS XE UNIVERSAL	2	0.00	0.00
066	STACK-T1-3M=	CISCO	3M TYPE 1 STACKING CABLE	150	164.41	24,661.50
067	CAB-SPWR-150CM=	CISCO	CATALYST STACK POWER CABLE 150 CM SPARE	150	97.63	14,644.50
ATTACHMENT A						
068	C9500-24Y4C-A	CISCO	CATALYST 9500 24X1/10/25G AND 4-PORT 40/100G, ADVANTAGE	2	9,320.51	18,641.02
069	C9500-NW-A	CISCO	C9500 NETWORK STACK, ADVANTAGE	2	0.00	0.00
070	C9500-SSD-NONE	CISCO	NO SSD CARD SELECTED	2	0.00	0.00
071	SC9500HUK9-173	CISCO	CISCO CATALYST 9500H XE.17.3 UNIVERSAL	2	0.00	0.00
072	C9K-PWR-650WAC-R	CISCO	650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLING	2	0.00	0.00
073	C9K-PWR-650WAC-R/2	CISCO	650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLING	2	906.16	1,812.32
074	CAB-9K12A-NA	CISCO	POWER CORD, 125VAC 13A NEMA 5-15 PLUG, NORTH AMERICA	4	0.00	0.00
075	C9K-F1-SSD-BLANK	CISCO	CISCO PLUGGABLE SSD STORAGE	2	0.00	0.00
076	C9K-T1-FANTRAY	CISCO	CATALYST 9500 TYPE 4 FRONT TO BACK COOLING FAN	4	0.00	0.00
077	C9500-DNA-24Y4C-A	CISCO	C9500 DNA ADVANTAGE, TERM LICENSE	2	0.00	0.00
078	PI-LFAS-T	CISCO	PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM - SMART LIC	6	0.00	0.00
079	PI-LFAS-AP-T-5Y	CISCO	PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y	6	0.00	0.00
080	NETWORK-PNP-LIC	CISCO	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	2	0.00	0.00
081	DN2-HW-APL-XL-U	CISCO	DNA CENTER APPLIANCE (GEN 2)- 112 CORE FOR PROMOS	1	0.00	0.00
082	CAB-C13-C14-2M	CISCO	POWER CORD JUMPER, C13-C14 CONNECTORS, 2 METER LENGTH	2	0.00	0.00
083	DN2-CPU-I8276	CISCO	INTEL 8276 2.2GHZ/165W 28C/38.50MB DCP DDR4 2933 MHZ	4	0.00	0.00
084	DN2-MSTOR-SD	CISCO	MINI STORAGE CARRIER FOR SD (HOLDS UP TO 2)	1	0.00	0.00
085	DN2-C480-CM	CISCO	UCS C480 M5 CPU MODULE W/O CPU, MEM	2	0.00	0.00

086	DN2-SD38T61X-EV	CISCO	3.8TB 2.5 INCH ENTERPRISE VALUE 6G SATA SSD	2	0.00	0.00
087	DN2-SD480G6I1X-EV	CISCO	480GB 2.5 INCH ENTERPRISE VALUE 6G SATA SSD	2	0.00	0.00
088	DN2-TPM2-002	CISCO	TRUSTED PLATFORM MODULE 2.0 FOR UCS SERVERS	1	0.00	0.00
089	DN2-MR-X32G2RT-H	CISCO	32GB DDR4-2933-MHZ RDIMM/2RX4/1.2V	24	0.00	0.00
090	DNA-SW-2.1.2	CISCO	CISCO DNA CENTER SW 2.1.2	1	0.00	0.00
091	DN2-C480-8HDD	CISCO	UCS C480 M5 DRIVE MODULE FOR 8X HDD	3	0.00	0.00
092	DN2-PCIE-ID10GF	CISCO	INTEL X710-DA2 DUAL-PORT 10G SFP+ NIC	1	0.00	0.00
093	DN2-SD-64G-S	CISCO	64GB SD CARD FOR UCS SERVERS	1	0.00	0.00
094	DN2-SD19T61X-EV	CISCO	1.9TB 2.5 INCH ENTERPRISE VALUE 6G SATA SSD	16	0.00	0.00
095	DN2-PCIE-IQ10GF	CISCO	INTEL X710 QUAD-PORT 10G SFP+ NIC	1	0.00	0.00
096	DN2-HW-APL-XL-LIC	CISCO	CISCO DNAC APPLIANCE LICENSE- 112 CORE	1	0.00	0.00
097	DN2-PSU1-1600W	CISCO	CISCO UCS 1600W AC POWER SUPPLY FOR RACK SERVER	4	0.00	0.00
098	DN2-RAID-M5HD	CISCO	CISCO 12G MODULAR RAID CONTROLLER WITH 4GB CACHE	1	0.00	0.00
099	DNA-SOLN-STARTER	CISCO	SOLUTION STARTER	1	0.00	0.00
Per the OCIT Cisco ELA						
100	ELA2-M	CISCO	CISCO EA BUNDLE Line Note: The following terms from Cisco apply to Customer's use of the products and services on this quote (the "Licensed Services"): the Cisco UniversalCloud Agreement and the applicable Cisco Service Description Documents at http://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloudterms.html or such other terms as agreed between Cisco and Customer. By purchasing the Licensed Services through ePlus, Customer consents to ePlus and Cisco sharing Customer data with each other.	1	0.00	0.00
101	E2-N-AS	CISCO	CISCO DNA FOR EA - ACCESS SWITCHING	1	0.00	0.00
102	E2-N-AS-S	CISCO	ACCESS SWITCHING EA - SUPPORT	1	0.00	0.00
103	E2N-C93001-G-A	CISCO	C9300 24-PORT CISCO DNA EA ADVANTAGE NEW PURCHASE	30	1,266.55	37,996.50
104	E2N-C93002-G-A	CISCO	C9300 48-PORT CISCO DNA EA ADVANTAGE NEW PURCHASE	533	2,373.84	1,265,256.72
105	E2N-C95006-G-A	CISCO	C9500 CISCO DNA EA ADVANTAGE 24Y4C NEW PURCHASE	10	4,471.74	44,717.40
106	E2-N-CL-SDWAN	CISCO	CISCO DNA FOR EA - CLOUD WAN	1	0.00	0.00

107	E2-N-CL-SDWAN-S	CISCO	CISCO DNA FOR EA CLOUD SDWAN SUPPORT	1	0.00	ATTACHMENT A 0.00
108	E2N-SDWAN-C-T0-G-A	CISCO	ENTERPRISE WAN TIER 0 CLOUD (15M) DNA EA ADVANTAGE	1	2,211.30	2,211.30

Totals	5,046,003.56
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	Sub Total (USD):	5,046,003.56
	Tax (USD):	TBD if Applicable
	Shp&Hnd (USD):	0.00
	Total (USD):	5,046,003.56

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

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Thank you for your inquiry. Recent US govt tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Please confirm pricing prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

Customer Acceptance	Bill To	Ship To
Signature: _____	COUNTY OF ORANGE	COUNTY OF ORANGE
Name: _____	333 W SANTA ANA BLVD	
Title: _____		UNITED STATES
Date: _____	SANTA ANA CA 92701	clyde gamboa
Customer PO #: _____	UNITED STATES	
	ATTN: ACCOUNTS PAYABLE	



Customer Name: COUNTY OF ORANGE
Quote No: 22662938
Quote Name:
Quotation Date: 06/08/2021

Sales Support Contact: Alison Leaver
Sales Support Phone: 719-208-3428
Sales Support Email: aleaver@eplus.com
Account Executive: John Karle
Account Executive Phone:
Account Executive Email: jkarle@eplus.com

Customer PO No:
Order No:
Expiration Date: 07/30/2021

ATTACHMENT A

External Notes:

NASPO ValuePoint Master Agreement Number AR3227, California Participating Addendum #: 7-20-70-47-01

"Support to be managed according to the Enterprise Services Agreement executed between The County of Orange and ePlus Technology > MA-017-19010954 > Agreement Expires 12/31/2022"

Lines 57-66 Represent an Enterprise License Agreement "ELA" from Cisco. The Term of this ELA is 5 Years

"The following terms from Cisco apply to Customer's use of the products and services on this quote (the "Licensed Services"): the Cisco End User License Agreement and any applicable Supplemental End User License Agreements and Offer Descriptions at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html> or such other terms as agreed between Cisco and Customer. By purchasing the Licensed Services through ePlus, Customer consents to ePlus and Cisco sharing Customer data with each other to the extent required to provide the Licensed Services."

5 Year Financing/5 Annual Payments, 0%, per Orange County/ePlus Master Finance Agreement

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext. Price
001	C9300-48U-A	CISCO	CATALYST 9300 48-PORT UPOE, NETWORK ADVANTAGE	63	4,767.32	300,341.16
002	C9300-NW-A-48	CISCO	C9300 NETWORK ADVANTAGE, 48-PORT LICENSE	63	0.00	0.00
003	SC9300UK9-175	CISCO	CISCO CATALYST 9300 XE 17.5 UNIVERSAL UNIVERSAL	63	0.00	0.00
004	PWR-C1-1100WAC-P	CISCO	1100W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY	63	0.00	0.00
005	PWR-C1-1100WAC-P/2	CISCO	1100W AC 80+ PLATINUM CONFIG 1 SECONDARY POWER SUPPLY	63	819.86	51,651.18
006	CAB-TA-NA	CISCO	NORTH AMERICA AC TYPE A POWER CABLE	126	0.00	0.00
007	C9300-SSD-NONE	CISCO	NO SSD CARD SELECTED	63	0.00	0.00
008	STACK-T1-50CM	CISCO	50CM TYPE 1 STACKING CABLE	63	43.15	2,718.45
009	CAB-SPWR-30CM	CISCO	CATALYST STACK POWER CABLE 30 CM	63	40.99	2,582.37
010	NM-BLANK-T1	CISCO	CISCO CATALYST TYPE 1 NETWORK MODULE BLANK	63	0.00	0.00
011	C9300-DNA-A-48	CISCO	C9300 DNA ADVANTAGE, 48-PORT TERM LICENSES	63	0.00	0.00
012	C1-ADD-OPTOUT	CISCO	CISCO DNA PREMIER ADD-ON SESSION OPT OUT (NO	63	0.00	0.00

			FULFILLMENT)			
013	TE-EMBEDDED-T	CISCO	CISCO THOUSANDEYES ENTERPRISE AGENT IBN EMBEDDED	63	0.00	ATTACHMENT A 0.00
014	TE-EMBEDDED-T-5Y	CISCO	THOUSANDEYES - ENTERPRISE AGENTS	63	0.00	0.00
015	PI-LFAS-T	CISCO	PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM - SMART LIC	63	0.00	0.00
016	PI-LFAS-AP-T-5Y	CISCO	PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y	63	0.00	0.00
017	C9300-NM-NONE	CISCO	NO NETWORK MODULE SELECTED	63	0.00	0.00
018	NETWORK-PNP-LIC	CISCO	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	63	0.00	0.00
019	C9300-NM-8X=	CISCO	CATALYST 9300 8 X 10GE NETWORK MODULE, SPARE	52	1,141.19	59,341.88
020	C9500-48Y4C-A	CISCO	CATALYST 9500 48-PORT X 1/10/25G + 4-PORT 40/100G, ADVANTAGE	2	10,140.37	20,280.74
021	C9500-NW-A	CISCO	C9500 NETWORK STACK, ADVANTAGE	2	0.00	0.00
022	C9500-SSD-NONE	CISCO	NO SSD CARD SELECTED	2	0.00	0.00
023	SC9500HUK9-173	CISCO	CISCO CATALYST 9500H XE.17.3 UNIVERSAL	2	0.00	0.00
024	C9K-PWR-650WAC-R	CISCO	650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLING	2	0.00	0.00
025	C9K-PWR-650WAC-R/2	CISCO	650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLING	2	906.16	1,812.32
026	CAB-9K12A-NA	CISCO	POWER CORD, 125VAC 13A NEMA 5-15 PLUG, NORTH AMERICA	4	0.00	0.00
027	C9K-F1-SSD-BLANK	CISCO	CISCO PLUGGABLE SSD STORAGE	2	0.00	0.00
028	C9K-T1-FANTRAY	CISCO	CATALYST 9500 TYPE 4 FRONT TO BACK COOLING FAN	4	0.00	0.00
029	C9500-DNA-48Y4C-A	CISCO	C9500 DNA ADVANTAGE, TERM LICENSE	2	0.00	0.00
030	PI-LFAS-T	CISCO	PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM - SMART LIC	6	0.00	0.00
031	PI-LFAS-AP-T-5Y	CISCO	PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y	6	0.00	0.00
032	NETWORK-PNP-LIC	CISCO	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	2	0.00	0.00
033	STACK-T1-3M=	CISCO	3M TYPE 1 STACKING CABLE	10	164.41	1,644.10
034	CAB-SPWR-150CM=	CISCO	CATALYST STACK POWER CABLE 150 CM SPARE	10	97.63	976.30
035	SFP-10G-LR-S=	CISCO	10GBASE-LR SFP MODULE, ENTERPRISE-CLASS	20	896.98	17,939.60
036	SFP-10G-SR-S=	CISCO	10GBASE-SR SFP MODULE, ENTERPRISE-CLASS	90	314.09	28,268.10

037	ATA191-K9	CISCO	2-PORT ANALOG TELEPHONE ADAPTER	60	140.63	8,437.80
038	ATA191-CLIP-NA	CISCO	POWER CLIP FOR ATA191 AND ATA192, NORTH AMERICA	60	0.00	0.00
039	CP-8832-K9	CISCO	CISCO 8832 IN CHARCOAL WITH ACCESSORIES FOR NORTH AMERICA	65	742.19	48,242.35
040	CP-8832-POE	CISCO	CISCO IP CONFERENCE PHONE 8832 POE ACCESSORIES FOR WORLDWIDE	65	0.00	0.00
041	C9130AXI-B	CISCO	CISCO CATALYST 9130AX SERIES	120	904.00	108,480.00
042	NETWORK-PNP-LIC	CISCO	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	120	0.00	0.00
043	CDNA-A-C9130	CISCO	WIRELESS CISCO DNA ON-PREM ADVANTAGE, 9130 TRACKING	120	0.00	0.00
044	DNA-A-5Y-C9130	CISCO	C9130AX CISCO DNA ON-PREM ADVANTAGE,5Y TERM,TRK LIC	120	0.00	0.00
045	AIR-AP-T-RAIL-R	CISCO	CEILING GRID CLIP FOR APS & CELLULAR GATEWAYS-RECESSED	120	0.00	0.00
046	AIR-AP-BRACKET-1	CISCO	802.11 AP LOW PROFILE MOUNTING BRACKET (DEFAULT)	120	0.00	0.00
047	SW9130AX-CAPWAP-K9	CISCO	CAPWAP SOFTWARE FOR CATALYST 9130AX	120	0.00	0.00
048	AIR-DNA-A	CISCO	WIRELESS CISCO DNA ON-PREM ADVANTAGE, TERM LIC	120	0.00	0.00
049	PI-LFAS-AP-T	CISCO	PRIME AP TERM LICENSES	120	0.00	0.00
050	PI-LFAS-AP-T-5Y	CISCO	PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y	120	0.00	0.00
051	AIR-DNA-A-T	CISCO	WIRELESS CISCO DNA ON-PREM ADVANTAGE, TERM, TRACKER LIC	120	0.00	0.00
052	AIR-DNA-A-T-5Y	CISCO	WIRELESS CISCO DNA ON-PREM ADVANTAGE, 5Y TERM, TRACKER LIC	120	0.00	0.00
053	AIR-DNA-NWSTACK-A	CISCO	AIR CISCO DNA PERPETUAL NETWORK STACK	120	0.00	0.00
054	D-CISCODNAS-SEE-T	CISCO	CISCO DNA SPACES SEE TERM LICENSE FOR CISCO DNA	120	0.00	0.00
055	D-CISCODNAS-SEE-5Y	CISCO	CISCO DNA SPACES SEE TERM 5Y	120	0.00	0.00
056	C9130-MULTI	CISCO	MINIMUM QUANTITY = 10	120	0.00	0.00
Per the OCIT Cisco ELA						
057	ELA2-M	CISCO	CISCO EA BUNDLE Line Note: Requested Start Date : 30-Jul-2021 Requested For : 60.00 Months From 30-Jul-2021 to 29-Jul-2026 Automatically Renews For : No Auto Renewal Billing Frequency : Prepaid Term	1	0.00	0.00

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058	E2-N-AIR	CISCO	CISCO DNA FOR EA - ACCESS WIRELESS	1	0.00	0.00
059	E2-N-AIR-S	CISCO	ACCESS WIRELESS EA - SUPPORT	1	0.00	0.00
060	E2N-AIRWLAN-G-A	CISCO	WIRELESS DNA EA ADVANTAGE NEW PURCHASE	120	330.88	39,705.60
061	E2N-DNAS-ACT	CISCO	CISCO DNA SPACES ACT SOFTWARE SUBSCRIPTION	1	272.16	272.16
062	E2N-DNAS-EXT-A	CISCO	CISCO DNA SPACES EXTEND SW SUBSCRIPTION FOR DNA ADVANTAGE	1	47.25	47.25
063	E2-N-AS	CISCO	CISCO DNA FOR EA - ACCESS SWITCHING	1	0.00	0.00
064	E2-N-AS-S	CISCO	ACCESS SWITCHING EA - SUPPORT	1	0.00	0.00
065	E2N-C93002-G-A	CISCO	C9300 48-PORT CISCO DNA EA ADVANTAGE NEW PURCHASE	63	2,373.84	149,551.92
066	E2N-C95005-G-A	CISCO	C9500 CISCO DNA EA ADVANTAGE 48Y4C NEW PURCHASE	2	7,624.26	15,248.52
Totals						857,541.80
				Sub Total (USD): 857,541.80		
				Tax (USD): TBD if Applicable		
				Shp&Hnd (USD): 0.00		
				Total (USD): 857,541.80		
All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.						
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Customer Acceptance		Bill To		Ship To		

Signature: _____	COUNTY OF ORANGE	COUNTY OF ORANGE	ATTACHMENT A
Name: _____	333 W SANTA ANA BLVD		
Title: _____		UNITED STATES	
Date: _____	SANTA ANA CA 92701	clyde gamboa	
Customer PO #: _____	UNITED STATES		
	ATTN: ACCOUNTS PAYABLE		