The following purchase order is agency specific. For piggy-backing opportunities you must contact the buyer.

King County
Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services
CNK-ES-0340
3rd Floor
401 5th Avenue
Seattle, WA 98104
206-263-9400
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
519908	0	1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.

CREATION DATE	BUYER
17-AUG-11	P Price
DATE OF REVISION	BUYER

SHIP TO
KC DEPARTMENT OF EXEC SERVICES
PROCUREMENT-GOODS & SERVICES
401 5TH AVE, CNK-ES0340
SEATTLE,WA 98104
United States

VENDOR:
CISCO SYSTEMS - BELLEVUE
500 108TH AVE NE STE 500
BELLEVUE,WA 98004

BILL TO
KC DEPT OF EXECUTIVE SERVICES
ACCOUNTS PAYABLE, 3RD FLOOR
401 5TH AVE, CNK-ES0320
SEATTLE,WA 98104
United States

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	C02213	Net30days	Paid	Destination	UPS

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
GARY KEN (425) 468-0903	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	Furnish wide range of CISCO products & services in accordance with Washington State DIS Contract # T12-MST-642, incorporated by reference as if fully set forth herein. Contract pricing and information can be found here: http://techmall.dis.wa.gov/mastercontracts/cisco_pricing.aspx http://techmall.dis.wa.gov/mastercontracts/cisco/fulfillment.pdf http://techmall.dis.wa.gov/mastercontracts/cisco/T12-MST-642.pdf Purchase Agreement Effective From: 11-AUG-11 To: 11-AUG-14	Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:
This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

Authorized signature

PURCHASE ORDER
GENERAL TERMS AND CONDITIONS

Compliance: By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

Acceptance/Changes: All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

Inspections: By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

Change Orders: Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

Cancellation: The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

Invoices: Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

Shipping Instructions: All shipments must contain a packing slip. Unless other wise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

Warranty: The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee give by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

Certification Regarding Debarment, Suspension and Other Responsibility Matters: By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Order of Precedence: When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.

Master Contract Number T12-MST-642

for

Cisco Products and Services

between

The Department of Information Services

and

Cisco Systems, Inc.

Effective Date: August 11, 2011

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Exhibit A: *DIS Request for Quotation and Qualifications T11-RFQQ-023 for Cisco Products and Services*
Exhibit B: *Contractor's Response*

Note: ***Exhibits A and B are not attached but are available upon request from the DIS Contract Administrator***

MASTER CONTRACT NUMBER T12-MST-642

for

Cisco Products and Services

PARTIES

This Master Contract ("Contract") is entered into by and between the state of Washington acting through the **Department of Information Services,** an agency of Washington State government (hereinafter "DIS"), and **Cisco Systems, Inc.**, licensed to conduct business in the state of Washington, (hereinafter "Contractor") for the provisioning to the State of Cisco Products and Services.

RECITALS

The state of Washington, acting by and through DIS, issued a Request for Quotation and Qualifications (RFQQ), T11-RFQQ-023, dated March 31, 2011 (Exhibit A) for the purpose of establishing a Master Contract for Cisco Products and Services in accordance with its authority under chapter 43.105 RCW.

Cisco Systems, Inc. submitted a timely Response to DIS' RFQQ (Exhibit B).

DIS evaluated all properly submitted Responses to the above-referenced RFQQ and has identified Cisco Systems, Inc. as the apparently successful Vendor.

DIS has determined that entering into a Master Contract with Cisco Systems, Inc. will meet the State's needs and will be in the State's best interest.

NOW THEREFORE, DIS awards to Cisco Systems, Inc. this Master Contract, the terms and conditions of which shall govern Contractor's furnishing to Purchasers the Cisco Products and Services. This Master Contract is not for personal use.

This Master Contract is an optional-use contract that neither financially binds the State nor otherwise obligates the State to purchase any Products or Services hereunder. Nor does the Master Contract prevent the State from purchasing the same or similar Products or Services from other sources, *provided that*, all legal acquisition requirements are satisfied.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1. **Definition of Terms**

   The following terms as used throughout this Contract shall have the meanings set forth below.

   "Acceptance Date" for Equipment shall mean the date of Delivery of the Equipment, which shall be deemed to be the third (3rd) day after the date of shipment.

   "Business Days and Hours" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

"Cisco Certified Design Associate (CCDA)" shall mean the Cisco Certified Design Associate, or current equivalent which indicates a foundation or apprentice knowledge of network design for the Cisco Internetwork Infrastructure. CCDA certified professionals can design routed and switched network infrastructures involving LAN, WAN, and dial access services for businesses and organizations. Certification can be obtained by passing exam 640-861 DESGN.

"Cisco Certified Design Professional (CCDP)" shall mean a professional certified by Cisco to have advanced or journeyman level knowledge of network design. A CCDP can design routed and switched networks involving LAN, WAN, and dial access services, applying modular design practices and making sure the whole solution responds optimally to the business and technical needs of the organization.

"Cisco Certified Internetwork Engineer (CCIE)" shall mean a professional certified by Cisco as an Engineer with expert level knowledge of networking across various LAN and WAN interfaces, and a variety of routers and switches.

"Cisco Certified Internetwork Professional (CCIP)" shall mean a professional certified by Cisco to have detailed understanding of networking technologies in the service provider arena, including IP routing, IP Quality of Service (QoS), BGP, and MPLS.

"Cisco Certified Network Associate (CCNA)" shall mean an apprentice certified by Cisco in the knowledge of networking. CCNA certified professionals can install, configure, and operate LAN, WAN, and dial access services for small networks (100 nodes or less), including use of these protocols: IP, IGRP, Serial, Frame Relay, IP RIP, VLANS, RIP, Ethernet, and Access Lists.

"Cisco Certified Network Professional (CCNP)" shall mean a professional certified by Cisco to have an advanced or journeyman level knowledge of networks. With a CCNP, a network professional can install, configure, and troubleshoot local and wide area networks for enterprise organizations with networks from 100 to more than 500 nodes. The content emphasizes topics such as security, converged networks, quality of service (QoS), virtual private networks (VPNs) and broadband technologies.

"Cisco Connection On-Line (CCO)" shall mean the Cisco Systems' primary, real time support channel. Maintenance customers can self-register on CCO to obtain additional information and services.

"Cisco.com " shall mean the Cisco Systems' primary, real time support channel. Maintenance customers can self-register at Cisco.com to obtain additional information and services.

"Confidential Information" shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, Purchaser source code or object code, or Purchaser or State security information.

"Contractor" shall mean Cisco Systems, Inc., its employees and agents and wholly owned subsidiaries. Contractor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Contract. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Contract.

"Contractor Account Manager" shall mean a representative of Contractor who is assigned as the primary contact person with whom the DIS Contract Administrator shall work throughout the

duration of this Contract, unless replaced, with advance approval of the DIS Contract Administrator, and as further defined in the section titled **Contractor Account Manager**.

"Contractor Project Manager" shall mean a representative of Contractor who is assigned to each Purchaser installation project as the coordinator of activities and the primary point of contact, as further defined in the section titled Contractor Project Manager.

"Delivery Date" shall mean the scheduled delivery date communicated by Contractor to Purchaser in any order acknowledgement and/or on www.cisco.com. **"DIS"** shall mean the Washington State Department of Information Services.

"DIS Contract Administrator" shall mean the TSD Contract Administrator, designated by DIS as responsible for the maintenance and administration of this Master Contract, notices, reports and any other pertinent documentation or information. The DIS Contract Administrator may also conduct periodic performance or financial audits related to this Master Contract.

"Effective Date" shall mean the first date this Contract is in full force and effect which shall be the date of the last signature of a party to this Contract.

"Equipment" shall mean the Cisco Products as set forth in this Contract.

"Exhibit A" shall mean the RFQQ.

"Exhibit B" shall mean Contractor's Response.

"Fulfillment Partner" shall mean a Subcontractor who may provide Products and Services under this Contract at the Prices established in this Contract and bill Purchasers directly for such Products and Services.

"Help Desk" shall mean a service provided by Contractor for the support of Contractor's Products. Purchaser shall report warranty or maintenance problems to Contractor's Help Desk for initial trouble-shooting and possible resolution of the problems or for the initiation of repair or replacement services.

"Installation Document" shall mean a mutually agreed to set of instructions describing the applicable fees and the obligations of both parties for Contractor's installation services for Products purchased under this Contract.

"Installation Date" shall mean the date by which all Equipment ordered hereunder shall be in place, in good working order and ready for testing.

"Manufacturer," or "Original Equipment Manufacturer (OEM)" shall mean Cisco Systems, Inc.

"Master Contract" or **"Contract"** shall mean this document, all schedules and exhibits, all amendments hereto and all Orders hereunder.

"Order" or **"Order Document"** shall mean any official document and attachments thereto specifying the Products and/or Services to be purchased from Contractor under this Contract. The Order Document for Advanced Services will be a Statement of Work.

"Personal Services" shall mean shall mean professional or technical expertise provided by Contractor to accomplish a specific study, project, task or duties. Personal Services shall include

but not be limited to those services specified in the State Administrative and Accounting Manual (SAAM) in chapter 15 *Personal Services* located at: http://www.ofm.wa.gov/policy/15.htm.

"Price" shall mean charges, costs, rates, and/or fees charged for the Products and Services under this Contract and shall be paid in United States dollars.

"Product(s)" shall mean any Contractor-supplied Equipment, Software and documentation within the scope of this Contract.

"Proprietary Information" shall mean information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws, information regarding Contractors hardware, software and service products, technical, financial and marketing data, and information on cisco.com, to the extent that such information is exempt from disclosure pursuant to RCW 42.56 or other federal or state statutes.

"Purchaser" shall mean DIS and those government or nonprofit entities that have entered into an Interlocal or Customer Service Agreement with DIS.

"RCW" shall mean the Revised Code of Washington.

"RFQQ" shall mean the Request for Quotation and Qualifications used as a solicitation document to establish this Contract, including all its amendments and modifications, Exhibit A hereto.

"Response" shall mean Contractor's Response to the RFQQ for Cisco Products and Services, Exhibit B hereto.

"Schedule A: WebEx Terms and Conditions" shall mean the attachment to this Contract that identifies additional terms and conditions related to the WebEx product.

"Schedule B: Iron port Terms and Conditions" shall mean the attachment to this Contract that identifies additional terms and conditions related to the Ironport product.

"Services" shall mean those services provided under this Contract and related to the Products being acquired or provided as a stand alone service that are appropriate to the scope of this Contract and are generally listed on Cisco's Global Price List in US Dollars and includes such things as pre-sales consulting, user training, installation services, warranty and maintenance. Personal Services are specifically excluded from this Contract.

"Software" shall mean the object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to Cisco software residing in the Equipment that is necessary for the proper operation of the Equipment is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

"Specifications" shall mean the technical and other specifications set forth in Contractor's Product documentation, whether or not Contractor produces such documentation before or after this Contract's Effective Date.

"State" shall mean the state of Washington.

"Subcontractor" shall mean one not in the employment of Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term "Subcontractor" means Subcontractor(s) of any tier.

"TSD" shall mean the Telecommunication Services Division of DIS

"Warranty Period" shall mean the period of time as set forth in the section titled **Equipment Warranty**

Contract Term and Scope

2. Term

2.1. This Master Contract's initial term shall be three (3) years, commencing upon the Effective Date.

2.2. This Master Contract's term may be extended by three (3) additional one (1) year terms, provided that the extensions shall be at DIS' option and shall be effected by DIS giving written notice of its intent to extend this Contract to Contractor not less than thirty (30) calendar days prior to the Contract term's expiration and Contractor accepting such extension prior to the Contract term's expiration. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.

2.3. Orders that are placed that required an ongoing subscription commitment must complete the term stated in the specific Order obligation (as an "Initial Term" and/or "Renewal Term(s)", which are further defined in particular Order), Any Orders placed for Services that extend beyond the Contract Term shall continue to be governed by this Contract. However, multi-year Services that extend more than twelve (12) months beyond the Term of the Contract shall be available only to those Purchasers not precluded from making advance payments for services in excess of one year. Unused or cancelled portions of multi-year terms are not refundable.

3. Survivorship

All purchase transactions executed pursuant to the authority of this Master Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled **Overpayments to Contractor; Ownership/Rights in Data; Contractor Commitments, Warranties and Representations; Protection of Purchaser's Confidential Information; License Grant; Software Ownership; Virus Warranty; Export Compliance; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Review of Contractor's Records; Patent and Copyright Indemnification; Contractor's Proprietary Information; Disputes;** and **Limitation of Liability**, shall survive the termination of this Master Contract.

Pricing, Invoice and Payment.

4. Pricing

4.1. Except as otherwise stated in this Section 4.1, Contractor agrees to provide a discount rate of thirty-five percent (35%) off of Cisco's then-current *Global Price List (U.S.)* for the Products listed on such Price List.

Contractor agrees to provide a discount rate of ten percent (10%) off of Cisco's then-current *Global Price List (U.S.)* for SMARTnet and SMARTnet On-Site Services.

For a two (2) year pre-paid term Contractor agrees to provide a discount rate of fourteen (14%) off of Cisco's then-current *Global Price List (U.S.)* for SMARTnet and SMARTnet On-Site Services.

For a three (3) year pre-paid term Contractor agrees to provide a discount rate of seventeen (17%) off of Cisco's then-current *Global Price List (U.S.)* for SMARTnet and SMARTnet On-Site Services.

For a four (4) year pre-paid term Contractor agrees to provide a discount rate of eighteen (18%) off of Cisco's then-current *Global Price List (U.S.)* for SMARTnet and SMARTnet On-Site Services.

For a five (5) year pre-paid term Contractor agrees to provide a discount rate of twenty (20%) off of Cisco's then-current *Global Price List (U.S.)* for SMARTnet and SMARTnet On-Site Services.

Multi-year SMARTnet and SMARTnet On-Site Services shall be available only to those Purchasers not precluded from making advance payments for services in excess of one year. Unused or cancelled portions of multi-year terms are not refundable.

Contractor agrees to provide a discount rate of five percent (5%) off of Cisco's then-current *Price List (U.S.)* for WebEx Products listed on such Price List.

Contractor agrees to provide a discount rate of ten percent (10%) off of Cisco's then-current *Price List (U.S.)* for IronPort Products listed on such Price List.

Contractor agrees to provide a discount rate of thirty-five percent (35%) off of Cisco's then-current *Price List (U.S.)* for Tandberg Products listed on such Price List.

4.2. Discount levels may not be decreased during the term of the Contract. Contractor may lower pricing or give additional discounts to Purchasers (such as a volume discounts) at any time during the life of the Master Contract. Nothing in this contract shall prohibit Customer from seeking additional discounts from Fulfillment Partners.

4.3. If Contractor increases its discount or reduces its Prices for any of the Products or Services during the term of this Contract, Purchaser shall have the immediate benefit of such higher discount or lower Prices for new purchases propectively.

4.4. Contractor shall *not* be reimbursed for any expenses related to travel, i.e., per diem, meals, lodging, etc.

4.5. Throughout the term of this Contract, Contractor shall ensure that certain Cisco Global Price Lists are available to DIS directly from Cisco Systems, Inc. on a monthly basis. Where applicable, Contractor shall provide DIS with logon ids, passwords, and any other information or tools necessary to ensure access.

4.6. Contractor agrees to participate in the Federal Communication Commission's E-rate discount program established pursuant to the Telecommunications Act of 1996, in accordance with the Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) requirements, only to the extent that such requirements apply to Contractor as a supplier of eligible services under the Telecommunications Act of 1996.

4.7. Purchaser's prepayment for subscription services are made on good faith of Contractor's successful performance of deliverables. If Contractor does not successfully provide the service(s) as agreed to by the parties in writing, Purchaser shall notify Contractor in writing and Contractor shall have a 30-days to cure and successfully provide the service(s). If the service(s) are not successfully provided by Contractor within the 30-day cure period, then Purchaser may initiate a dispute claim pursuant to Section 62 of this Contract to request a pro-rata credit associated with such non-performed service(s).

5. Advance Payment Prohibited

No advance payment shall be made for the Products and Services furnished by Contractor pursuant to this Contract, with the exception of maintenance and subscription-based services. If mutually agreed with Purchaser, Contractor may invoice the Purchaser in advance for up to, but not more than a one-year period for maintenance services unless Purchaser is not prohibited from doing so statute, administrative regulation, policy or otherwise.

6. Taxes

6.1. Purchaser will pay sales and use taxes, if any, imposed on the Products and Services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. Purchaser, as an agency of Washington State government, is exempt from property tax.

6.2. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

6.3. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

7. Invoice and Payment

7.1. Contractor will submit properly itemized invoices to the person identified by Purchaser at the address provided by Purchaser. Contractor or its resellers will provide duplicate invoices within thirty (30) days upon shipment of an order. If there are partial shipments of an order, Cisco (or any of its resellers) may 1)

invoice the purchaser separately within 30 days after each partial shipment or 2) invoice the purchaser within 30 days for the entire order after all the items have been delivered. Invoices shall provide and itemize, as applicable:

a) Master Contract number T12-MST-642;
b) Purchaser's name, address and Purchase Order or Field Order Number; purchase delivery location, if difference
c) Contractor name, address, phone number, and Federal Tax Identification Number; and remittance address, if difference;
d) Description of Equipment/Products, including quantity ordered, model and serial numbers;
e) Description of Services provided;
f) Date(s) of delivery of Equipment/Products or Services and/or date(s) of Product installation and set up;
g) Manufacturer's List Price for each item;
h) Applicable Master Contract discounts;
i) Any Maintenance or other related Service charges;
j) Upon request of a Purchaser, Contractor shall include agency specific identifiers, (e.g. Network Control Center (NCC) ticket number);
k) Net invoice price for each item;
l) Total invoice price for each item;
m) Total invoice price, excluding sales tax;
n) Sales or other applicable taxes;
o) DIS Master Contract Administration Fee (0.5% or 0.005 of the total purchase price);
p) Other applicable charges;
q) Total invoice amount;
r) Payment terms including any available prompt payment discounts;
s) Expedited shipping charges, when requested by Customer;
t) Expected or actual shipping charges, when requested by Customer.

7.2. Payments shall be due and payable within thirty (30) calendar days after receipt and Acceptance Date of Products or Services.

7.3. Incorrect or incomplete invoices will be returned by Purchaser to Contractor for correction and reissue.

7.4. The DIS Contract number T12-MST-642 must appear on all bills of lading, packages, and correspondence relating to this Contract.

7.5. Purchaser shall not honor drafts, nor accept goods on a sight draft basis.

7.6. If Purchaser fails to make timely payment, Contractor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of one dollar ($1). Payment will not be considered late if payment is deposited electronically in Contractor's bank account or if a check or warrant is postmarked within thirty (30) calendar days of Acceptance Date of the Equipment.

8. **Overpayments to Contractor**

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within sixty (60) days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

Contractor's Responsibilities

9. **In-State Presence and Statewide Coverage**

Contractor shall have a place of business staffed by Contractor-employees within Washington State and shall maintain such place of business for the duration of the Master Contract. A Subcontractor cannot fulfill this requirement for the Contractor. All Purchaser Orders and communications and all sales and Services provided to Purchasers will be through this in-state location. Contractor's Products and Services shall be available under this Master Contract to Purchasers located throughout the state of Washington.

10. **Central Contact Point**

The Contractor shall provide a designated central point of contact for the Purchaser to order equipment, request Maintenance Services (if applicable), contact service personnel, request problem status updates, and receive problem resolutions. This contact will be available by a toll-free telephone number. This telephone number shall be staffed during normal business hours; Monday through Friday, 8 a.m. until 5 p.m. (excluding State holidays). The Contractor shall also provide point of contact availability for emergency service requests during non-regular hours.

11. **Purchaser Eligibility**

In order to be eligible to purchase under this Master Contract, Purchasers shall have a Customer Service Agreement (Interlocal Agreement) with DIS. Contractor shall be responsible for verifying Purchaser eligibility. Contractor may use the search feature on the DIS website: http://techmall.dis.wa.gov/csa/csaindex.aspx or may contact the Office of Legal Services within DIS at 360-902-3551 to ascertain Purchaser eligibility.

12. **Purchaser Ownership/Rights in Data**

12.1. Under this Contract, Contractor may be required to provide/deliver to Purchaser certain documents, e.g., design documents, architecture documents, network documentation, etc., prepared by Contractor in response to requests made by Purchaser and as provided for under the Services terms. In all cases, "Reports" are text/image documents. Reports do not include, and Contractor does not develop, custom software or code under this Contract.

12.2. Purchaser shall own Reports, and except for any Contractor pre-existing Proprietary Information and Retained Rights, as defined below, Purchaser shall own the copyright in the Reports and is entitled to make copies of the Reports for Washington state and local government purposes. Purchaser does not have the right to make such Reports generally available to the public, except in response to requests for public disclosure of the Reports or Deliverables under

chapter 42.17 RCW. Purchaser may copy and distribute to a Washington state or local government entity or a third party vendor each item of the Reports as reasonably necessary for Washington state or local government purposes or in connection with the implementation of any recommendations, conclusions, or information contained in the Reports provided hereunder. Purchaser shall ensure that any third party vendor receiving a copy of any Reports shall use Contractor's Retained Rights or any Contractor's pre-existing Proprietary Information in accordance with the terms of the license granted in this section 12. Purchaser shall require any such third party vendor to execute a nondisclosure agreement prior to receiving a copy of any Reports.

12.3. Notwithstanding anything to the contrary contained in this provision, any deliverables hereunder, e.g., Reports, will not include and Contractor will retain ownership of all rights, titles and interests in its pre-existing (or independently developed outside of this Contract) methodologies, templates, tool kits, software and tools, training materials, proprietary data and programs (and changes, additions, modifications, developments, adaptations, translations, and enhancements thereto, including any derivative works thereof, generated, created, or documented during performance of Services and preparation of Reports, or otherwise) and all of the intellectual property rights therein (including without limitation copyright, trade secrets and patent rights), any new intellectual property developed by Contractor during the course of performing Services under this Contract, and Contractor's Proprietary Information (the "Retained Rights"). Retained Rights does not include any pre-existing Purchaser information or Purchaser intellectual property rights.

12.4. Purchaser's right to use Contractor's Retained Rights or to use any Contractor pre-existing Proprietary Information contained in the Reports will be subject to a perpetual, non-exclusive, royalty-free, non-transferable, fully paid-up license, hereby granted to Purchaser to use such Contractor's Retained Rights or use such Contractor pre-existing Proprietary Information for Washington state and local government purposes and not for the benefit of third parties except to the extent permitted under Subsection 12.2.

12.5. Without limiting the terms of this Section 2 **Purchaser Ownership/Rights in Data**, or Section 29 Protection **of Purchaser's Confidential Information**, or Section 61 **Contractor's Proprietary Information**, the ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information in the Reports that were developed pursuant to this Contract by Contractor and/or Purchaser personnel and retained in the unaided memory of such personnel in non-tangible form, (with non-tangible not to include electronic or digital copies of works), may be used by either party without an obligation to account, in any way that it deems appropriate, including by or for its clients or Purchasers, provided however, that the foregoing shall be not construed as granting a license to either party under the other party's patent or the other party's intellectual property rights. Contractor is in the business of providing services for a wide variety of clients, and Purchaser understands that Contractor will continue these activities.

13. RFQQ Mandatory Requirements

The RFQQ mandatory requirements are essential substantive terms of this Master Contract. Products and Services provided under this Master Contract shall meet or exceed all the mandatory requirements of the RFQQ.

14. Title to Equipment

Upon Acceptance Date and receipt of payment, Contractor shall convey to Purchaser good title to the Equipment, free and clear of all liens, pledges, mortgages, encumbrances, or other security interests. If Purchaser subsequently transfers title to the Equipment to another entity, Purchaser shall have the right to transfer the license to use the internal code with the transfer of Equipment title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchaser or Purchaser's transferee if 1) the transferee is an authorized purchaser under this Agreement and 2) maintenance support for the Equipment has not lapsed. Software license terms are contained in the End User License Agreement for the applicable product.

15. Shipping and Risk of Loss

15.1 Contractor shall ship all Products purchased pursuant to this Contract, freight prepaid, FOB Purchaser's destination. The method of shipment shall be consistent with the nature of the Products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the Products ordered hereunder that occurs prior to Acceptance Date, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After Acceptance Date, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor's fault or negligence.

15.2 In the event any Products are lost during shipment, Contractor (or its Subcontractor as applicable) will book a replacement Order the same as the original Order, credit the original invoice and issue a new invoice when the replacement Order ships.

16. Delivery

16.1. Upon acceptance of an Order, Contractor will set the Delivery Date within thirty (30) days of acceptance of the Order, or as close as practicable to Purchaser's requested Delivery Date. In the event Contractor cannot meet the thirty (30) days or Purchaser's requested Delivery Date, Contractor shall inform Purchaser in writing of such delay and the anticipated Delivery Date.

16.2. All packages must be accompanied by a packing slip that identifies all items included with the shipment and the Purchaser's Order Document number. Contractor's delivery receipt must be signed by a representative of Purchaser for all deliveries made hereunder.

17. Security

17.1. Facility Access.

Contractor understands that Purchaser's building entrances may be controlled for access. Contractor agrees to become familiar with Purchaser's building and security policies, and further agrees to observe and comply with all Purchaser's building and security policies or procedures.

Contractor understands that in order to obtain access to Purchaser's premises, Contractor may be required to be issued a security badge by Purchaser. Contractor shall provide certain personal information, including valid government issued photo identification, prior to obtaining a security badge. Contractor further understands that Purchaser will collect and retain such personal information for so long as the Contract is in effect and such individual(s) has access to the premises. Purchaser reserves the right to deny an application for a security badge. Failure of Contractor to comply with Purchaser's security and safety policies and procedures is sufficient grounds for revoking, modifying, suspending or terminating access to Purchaser's facilities.
Upon the earlier of termination of the Contract, or suspension or termination of access to Purchaser's facilities, Contractor shall return all security badges.

17.2. Remote Access to Network.

Contractor understands that in order to obtain remote access to Purchaser's Local Area Network (LAN), email, or supported computing environments through a remote access connection ("Remote Access"), Contractor must comply with Purchaser's Remote Access policy and any other applicable policies or procedures. Contractor shall, prior to access, complete and sign any applicable agreements or forms. Remote Access is conditioned upon final approval by Purchaser. Contractor will not be liable for not providing, or required to provide Services, if Contractor is unable to comply with Purchaser's Remote Access policy or otherwise denied access to Purchaser's network.

17.3. Safety.

Contractor shall observe and comply with OSHA regulations, all applicable safety and environmental laws and regulations, and all Purchaser's rules, guidelines, policies and procedures relating to safety, workplace conditions, health and the environment, including physical, fire, evacuation, accidents, hazardous materials or situations, or other safety regulations and policies.

18. Limits of Master Contract Use and Authorization

Contractor shall obtain authorization from DIS when a Purchaser order exceeds $250,000 or includes any purchase in the Optical Network Category. For video conferencing purchases, Contractor will use commercially reasonable efforts to assure the Purchaser has followed the requirements set forth in the Information Services Board (ISB) Policy located at www.isb.wa.gov/policies/default.aspx (ISB policy referencing video telecommunications is 201-S3shown as 201-S1).

19. Contractor Service Personnel

During the entire term of the Master Contract the Contractor shall have employees or Subcontractors who hold the following Cisco certifications:

a) A minimum of four (4) personnel certified as CCDA/CCNA;
b) A minimum of two (2) personnel certified as CCIP;
c) A minimum of one (1) person certified as CCIE; and
d) A minimum of eight (8) personnel certified as CCNP/CCDP.

20. Equipment Compatibility, Specifications and Configurations

20.1. Conractor shall use commercially reasonable efforts to make available Purchaser information regarding the existance of any compatibility issues between Contractor's Equipment and Purchaser's already existing or planned for hardware, software, cabling, codecs, CSU/DSUs, inverse multiplexers, terminal adapters, etc. Purchaser will provide Contractor access in a timely fashion to necessary areas and Equipment sites and shall provide Contractor with a list of any existing or planned for hardware, software and cabling, as necessary. While Contractor agrees to make such information available to Purchaser, Purchaser expressly acknowledges and agrees that it is solely responsible for determination and implementation of its network design and Contractor is not liable for Purchaser's compatibility issues.

20.2. Each item of Equipment delivered hereunder will be supplied with a limited warranty as set forth in Section 23.

20.3. If requested by Purchaser, Contractor will use commercially reasonable efforts to identify, on all items of Equipment supplied under this Master Contract, all appropriate test points for connecting commercially available equipment monitors designed to measure system capacity, performance, or activity.

21. Demonstration Equipment

Contractor agrees to provide demonstration Equipment to Purchaser , to the extent such Equipment is available for demonstration, pursuant to a separate equipment loan agreement.

22. Installation and Set-up

If within the scope of the RFQQ and Master Contract and if available on the *Global Price List* as stand-alone items or as Advanced Services the following section shall apply to Installation and Set-up:

22.1. When requested in an Order Document by Purchaser and agreed to by the parties in a statement of work where applicable, Contractor shall provide installation services for products purchased under this Contract according to the provisions of this Section.

22.2. Contractor shall separately itemize all installation and physical requirements for Equipment as listed below:

a) Air conditioning
b) Electrical requirement
c) Special grounding
d) Cabling requirement
e) Weight (floor loading)
f) Space requirements
g) Humidity and temperature limits
h) Noise level

22.3. When installing Equipment, Contractor will provide,

a) A written installation support plan and schedule addressing staffing, site preparation requirements, resource allocation, testing procedures;

b) Site surveys;

c) Station reviews to identify user requirements;

d) An on-site Manufacturer certified technician during and after the cutover until the Equipment operates properly;

e) On-site user training for the Products;

f) System administration and Product training; and

22.4. Contractor personnel shall be Manufacturer certified in accordance with Manufacturer requirements. Upon request Contractor will furnish a copy of such certification to Purchaser or DIS.

22.5. Purchaser shall have access to the work site at all times during installation.

22.6. Purchaser shall prepare the environment to house the Equipment based upon written requirements provided by Contractor in its installation plan, as modified in writing and agreed to by the parties. Contractor's specialists shall be available to provide required consultation related to environment preparation at no extra cost to Purchaser apart from the costs presented in Contractor's Response. Any requirements for the environment not disclosed in Contractor's installation plan will be completed by Contractor at no additional cost to Purchaser. Purchaser will provide standard commercial power. Contractor shall install an external, Manufacturer recommended surge protector between the power source and each major system.

22.7. Contractor will acquire any permits, if required, at no additional cost to Purchaser. Contractor shall replace, restore and/or return all floors, ceilings, walls, grounds, pavement, etc., damaged by Contractor personnel to their original condition at no additional cost to Purchaser.

22.8. Contractor is hereby notified that fiber optic, communications, control systems, and other types of cable (collectively called "cabling") may be located within or on Purchaser's grounds and facilities.

22.9. Before beginning work on or about Purchaser's premises, Contractor shall contact Purchaser's communications network control center to determine if Purchaser's cabling systems will be impacted and to make necessary arrangements. Prior to the commencement of any work that may impact underground utilities not owned by Purchaser, Contractor agrees to notify affected owners under the requirements of chapter 19.122 RCW, Underground Utilities.

22.10. Purchaser hereby permits Contractor to interface with such cabling and design engineering systems in support of the delivery of the Products and Services ordered under this Master Contract.

22.11. Contractor shall install the Products, with all features, options, parts and wiring ordered by Purchaser, on or before the Installation Date(s) specified in the Order Document/statement of work. Failure to meet the Installation Date(s) may subject Contractor to termination of an Order or of this Contract and

damages available under law, unless such failure is caused by acts or omissions of Purchaser.

22.12. Testing of installed Equipment and the acceptance terms of any installation services will be set forth in the Intallation Documement.

23. Equipment Warranty

23.1. Contractor warrants that from the Acceptance Date 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, the Warranty Period, the Hardware will be free from defects in material and workmanship under normal use. This limited warranty extends only to the original user of the Product.

23.2. Purchaser's sole and exclusive remedy and the entire liability of Contractor under this limited warranty will be, at Contractor's option, shipment of a replacement within the period and according to the replacement process described in the Warranty Card, or a refund of the purchase price, if the Hardware is returned to the party supplying it to Purchaser, if different from Contractor, freight and insurance prepaid. Contractor replacement parts, used in Hardware repair, may be new or equivalent to new. Contractor's obligations hereunder are conditioned upon the returned of affected Products, in accordance with Contractor's then-current Return Material Authorization (RMA) procedures.

23.3. Contractor agrees that all warranty service provided hereunder shall be performed by Manufacturer-trained, certified, and authorized technicians. Contractor further agrees to act as the sole point of contact for warranty service. Contractor warrants that it has or will obtain and pass through to Purchaser any and all warranties obtained or available from the Original Equipment Manufacturer (OEM), including any replacement, upgraded, or additional Equipment warranties.

23.4. Contractor shall provide Help Desk Services for reporting warranty issues and to assist with the RMA procedures.

23.5. For Products under purchased maintenance contracts, Contractor shall provide escalation procedures to ensure that the proper level of attention and resources are directed towards resolution of Products and Services problems in a timely manner. The escalation procedures shall indicate the steps to be taken in response to a problem report, the contact information and title of Contractor's employee(s) responding at each level and the elapsed time before the next level of response is invoked. Contractor's severity and escalation procedures are located at: . http://www.cisco.com/web/about/doing_business/legal/service_descriptions/index.html.

23.6. Restrictions. This warranty does not apply if the Product (a) has been altered, except by Cisco, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) is sold or, in the case of Software, licensed, for beta, evaluation, testing or

demonstration purposes for which Cisco does not receive a payment of purchase price or license fee.

23.7. DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFIED IN THIS SECTION 2, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT,' SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. PURCHASER MUST NOTIFY CISCO PROMPTLY OF ANY CLAIMED BREACH OF WARRANTY.

24. SMARTNet Support

24.1. Contractor shall offer Purchaser technical support and maintenance through it's SMARTnet Service pursuant to the provisions of this Section and as further described at http://www.cisco.com/web/about/doing_business/legal/service_descriptions/index.html.

24.2. So long as Equipment remains continuously under SMARTnet Support, Contractor shall be able to certify that existing equipment shall be eligible for Cisco SMARTnet coverage. Any equipment that experiences a lapse of coverage or is damagedmust be inspected and certified by Contractor at Contractor's then current fees for such services. For Services ordered at the time of Equipment purchase, the term of any SMARTNet coverage commences on the Acceptance Date, unless otherwise agreed to by Cisco.

24.3. Contractor may offer Purchasers a one (1), two (2), three (3), four (4) or five (5) year support agreement, however, Contractor may bill Purchaser no more than one year in advance.

24.4. SMARTNet Support shall include the following:

1) software support on the licensed operating system software, such as Cisco IOS Software or Catalyst OS, for covered Cisco products, including maintenance, minor, and major releases as defined in the SMARTNet Service Description at: http://www.cisco.com/web/about/doing_business/legal/service_descriptions/index.html;

2) Twenty-four (24) hour access to Cisco Technical Assistance Center (TAC);

3) Registered access to Cisco.com, which provides easy access to online technical information and service request management;

4) Advance replacement of hardware parts depending on the need and coverage selected.

25. Equipment and Maintenance Documentation

Contractor shall provide two (2) complete sets of documentation for each Equipment Order, including technical, electrical, maintenance, and installation information and will provide updated documentation for the term of this Contract. There shall be no additional charge for this documentation or the updates, in whatever form provided. Contractor's Equipment documentation shall be comprehensive, well-structured, and indexed for easy reference. If Contractor maintains its technical, electrical, maintenance and installation documentation on a web site, Contractor may fulfill the obligations set forth in this section by providing Purchaser access to its web-based documentation information. Contractor may also provide such information on CD-ROM. Purchaser may make a reasonable number of copies of the documentation; provided however, that Purchaser shall not remove, overprint or change any notice, including as to ownership or confidentiality from any originals or copies of the documentation. Purchaser has no right, and specifically agrees not to modify or adapt the documentation or create derivative works based on the documentation, or permit third parties to do the same. Contractor grants Purchaser the right to update, modify, copy or otherwise reproduce the documentation pursuant to this section at no additional charge.

26. Spare Parts for Equipment

26.1. Contractor shall make available to Purchaser a depot repair center. If Purchaser requires on-site spares, and at Purchaser's request, Contractor will assist Purchaser in determining the appropriate inventory of spares. Purchaser will order equipment spares in the same manner in which Purchaser orders all other Equipment.

26.2. Contractor will provide the following support with regard to a Product's end-of-sale. The general policy guidelines are:

a) As a general rule, Contractor will provide 6 months' notice of the affected Product's end-of-sale date and/or the last day when the affected Product can be ordered. This notice will appear on cisco.com site (http://www.Contractor.com/en/US/products/prod_end_of_life.html)

b) Access to Contractor's Technical Assistance Center (TAC) will be available 24 hours a day, seven days a week for a period of five (5) years from the end-of-sale date for hardware and operating system software issues and for a period of three (3) years from the end-of-sale date for application software issues.

c) Spares or replacement parts for hardware will be available for a period of five (5) years from the end-of-sale date. Contractor will provide spares and replacement parts in accordance with our Return Materials Authorization (RMA) process.

d) Where available, Contractor will provide bug fixes, maintenance releases, workarounds, or patches for critical bugs reported via the TAC or cisco.com Web site for a period of five (5) years from the end-of-sale date for operating system software and for a period of three (3) years from the end-of-sale date for application software. Bear in mind that it may be necessary to use a software upgrade release to correct a reported problem.

27. Contractor Escalation Procedures

Contractor shall provide escalation procedures to ensure that the proper level of attention and resources are directed towards resolution of Products and Services problems in a timely manner. The escalation procedures shall indicate the steps to be taken in response to a problem report, the contact information and title of Contractor's employee(s) responding at each level and the elapsed time before the next level of response is invoked.

28. Contractor Commitments, Warranties and Representations

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its Response.

29. Protection of Purchaser's Confidential Information

29.1. Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors (i) on a "need to know" basis, and (ii) who have signed a nondisclosure agreementthat contractually obligates such employees and Subcontractors to maintain, the confidentiality of the Confidential Information which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

29.2. Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser's option, and upon written notice: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser's Confidential Information.

29.3. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties available by law.

Purchaser's Authority and Responsibilities

30. Purchaser Use of Master Contract

30.1. This Master Contract may be used only by Purchasers who have a Customer Service Agreement with DIS and is not for personal use. Reference of this Master Contract Number and/or Purchaser's signature on the order document signifies agreement to comply with these requirements and all the terms of this Master Contract. Failure to abide by these requirements and the terms of the Master Contract may result in the Purchaser forfeiting the right to make future purchases under this or other Master Contracts.

30.2. Purchaser shall comply with the terms and conditions of this Master Contract, including but not limited to, **Export Restrictions,** all Software license terms, and the notice requirements set forth in the provision titled **Contractor's Proprietary Information.** Reference of this Master Contract Number and/or Purchaser's signature on the order document signifies agreement to comply with the terms and conditions of this Master Contract including Contractor's software license terms, export restrictions and protection of Contractor's confidential or proprietary information.

31. Export Restrictions

Purchaser shall not transport or transmit, directly or indirectly, the Software or any technical data received from Contractor, nor the direct product derived there from, outside the United States or Canada without Contractor's prior written consent and without complying with all export laws and regulations of the United States.

Software License

32. License Grant

Note that this Section "Software License" does not apply to WebEx or Ironport software. Terms and Conditions for such software are contained in Schedule A and B, respectively. License Grant

32.1. Contractor grants to Purchaser a non-exclusive, non-transferable license to the Software for which Purchaser has fully-paid fees to use the Software and related documentation according to the terms and conditions of this Contract and the applicable End User License Agreement located at: http://www.cisco.com/en/US/docs/general/warranty/English/EU1KEN_.html .

32.2. Purchaser will not decompile, reverse engineer or disassemble any Software provided under this Contract or modify Software that bears a copyright notice of any third party without the prior written consent of Contractor or Software owner.

32.3. Purchaser will make and maintain no more than one archival copy of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. Purchaser may

also make copies of the Software in the course of routine backups of hard drive(s) for the purpose of recovery of hard drive contents. Purchaser may use backup or archival copies of the Software, without reinstallation or interruption of production copy(ies), for disaster recovery exercises at its disaster recovery site(s), without additional charge. Purchaser may make these backup or archival copies available to the disaster recovery site employees who require use of the Software in order to assist Purchaser with disaster recovery exercises. Purchaser agrees that production use of the Software at the disaster recovery site(s) shall be limited to times when Purchaser's facilities, or any portion thereof, are inoperable due to emergency situations.

32.4. Business or Support Termination Rights. In the event that Contractor shall, for any reason, cease to conduct business, or cease to support the Software licensed under this Contract, Purchaser's license will survive; unless Purchaser fails to comply with the license.

32.5. Freedom of Use. Contractor understands that Purchaser may provide information processing services to other users that are governmental entities and other tax supported entities. Contractor further understands that Purchaser may provide services to the public through web-based applications. Software delivered hereunder may be used in the delivery of these services. Contractor acknowledges and agrees that such use of Software products is acceptable under the licensing agreements contained herein; provided however, that Purchaser remains liable for any breach of the Software license under such use.

32.6. In the event of a conflict between the terms of End User License Agreement and the terms of the Master Contract, the terms of the Master Contract will prevail.

33. Software Warranty

33.1. Contractor warrants that from the Acceptance Date 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: (i) the media on which the Software is furnished will be free of defects in materials and workmanship, under normal use; and (ii) the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS.This limited warranty extends only to the Purchaser who is the original licensee. Purchaser's sole and exclusive remedy and the entire liability of Contractor and its suppliers under this limited warranty will be, at Contractor or its service center's option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to Purchaser, if different than Contractor. In no event, does Contractor warrant that the Software is error free or that Purchaser will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Contractor does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

33.2. Restrictions. This warranty does not apply if the Product (a) has been altered, except by Contractor, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Contractor, (c) has been subjected to

abnormal physical or electrical stress, misuse, negligence, or accident; or (d) is sold or, in the case of Software, licensed, for beta, evaluation, testing or demonstration purposes for which Contractor does not receive a payment of purchase price or license fee.

33.3. DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFIED IN THIS SECTION , ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. PURCHASER MUST NOTIFY CONTRACTOR PROMPTLY OF ANY CLAIMED BREACH OF WARRANTY.

34. Virus Warranty

Virus Warranty. Cisco warrants that the Software, when shipped by Cisco or downloaded from CCO, is free from Viruses. As used herein, the term "Viruses" means codes programs or commands designed to (1)alter, damage or erase computer data or programs or (2) permit unauthorized access to Customer systems, any of which is intended to destroy or cause the Customer's system to malfunction. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this warranty will be, at Cisco or its service center's option, repair, replacement, or refund of the price of the infected software if reported (or, upon request, return) to the party supplying the software to Customer, if different than Cisco.

35. Software Maintenance and Support Services

Contractor shall provide a replacement, or refund of the price of the infected software if reported (or, upon request, return) to the party supplying the software to Purchaser, if different from Contractor at no additional cost to Purchaser for any error, malfunction, or defect in Software that, when used as delivered, fails to perform substantially in accordance with the Specifications and that Purchaser shall bring to Contractor's attention.

36. Software Documentation

Contractor shall provide two (2) complete sets of documentation for each Software Order, including technical, maintenance, and installation information. Contractor shall also provide two (2) complete sets of documentation for each updated version of Software Contractor provides pursuant to the **Software Upgrades and Enhancements** section. Contractor shall provide the documentation on or before the date Contractor delivers its respective Software. There shall be no additional charge for this documentation or the updates, in whatever form provided. Contractor's Software documentation shall be comprehensive, well structured, and indexed for easy reference.

If Contractor maintains its technical, maintenance and installation documentation on a web site, Contractor may fulfill the obligations set forth in this section by providing Purchaser access to its web-based documentation information. Purchaser may make a reasonable number of copies of the documentation; provided however, that Purchaser shall not remove, overprint or change any notice, including as to ownership or confidentiality from any originals or copies of the documentation. Purchaser has no right, and specifically agrees not to modify or adapt the documentation or create derivative works based on the documentation, or permit third parties to do the same. Contractor may also provide such information on CD-ROM.

Contract Administration

37. Legal Notices

37.1. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except for subpoena or notice of legal process and except notice of malfunctioning Equipment or Software) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or via facsimile, to the parties at the addresses and fax numbers provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Contractor at:

Cisco Systems, Inc.
300 East Tasman Drive
San Jose, CA 95134

Attn:

VP, Legal Affairs

Phone: 408-853-4844
Fax: 408-526-8220
E-mail: NA

To DIS at:

State of Washington
Department of Information Services

Attn: Master Contract Administrator

If by US Postal Service:	***If by Overnight Courier:***
PO Box 42445 Olympia, WA 98504	1500 Jefferson St. SE Olympia, WA 98502-2445

Phone: 360-902-3374
Fax: 360-586-1414
E-mail: mcadmin@dis.wa.gov

or to **Purchasers** at the address and fax number listed on their purchase order.

37.2. Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

37.3. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Products or Services provided pursuant to this Contract is served upon Contractor or Purchaser, such party agrees to notify the

other party in the most expeditious fashion possible following receipt of such subpoena or other legal process.

38. Contractor Account Manager

Contractor shall appoint an Account Manager for the State's account under this Contract who will provide oversight of Contractor activities conducted hereunder. Contractor's Account Manager will be the principal point of contact for DIS concerning Contractor's performance under this Contract. Contractor shall notify the DIS Contract Administrator, in writing, when there is a new Contractor Account Manager assigned to this Contract. The Contractor Account Manager information is:

Contractor Account Manager: Jake Taylor

Address: 4160 6th Avenue SE, Suite 203, Lacey, WA 98503

Phone: 360-493-6420 Fax: N/A E-mail: jaktaylo@cisco.com

39. Contractor Project Manager

Contractor shall assign a Contractor Project Manager for each Purchaser project. Purchaser shall have approval rights over the Contractor Project Manager, or any replacements thereof. The Contractor Project Manager shall be the principal point of contact for Purchaser and shall coordinate Contractor's activities. The Contractor Project Manager shall produce and maintain a complete plan for all Contractor-related activities concerning installation and training.

40. Section Headings, Incorporated Documents and Order of Precedence

40.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.

40.2. Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

a) Schedules A, B;
b) DIS' RFQQ (Exhibit A);
c) Contractor's Response to DIS' RFQQ (Exhibit B);
d) The terms and conditions contained on Purchaser's Order Documents, if used(excluding any pre-printed terms and conditions); and
e) All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to effect the sale of Equipment to Purchaser.

40.3. In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:

a) Sections of this Contract;
b) Schedules A, B;
c) DIS' RFQQ (Exhibit A);
d) Contractor's Response to DIS' RFQQ (Exhibit B);

e) The terms and conditions contained on Purchaser's Order Documents, if used; provided that the pre-printed terms and conditions have no force and effect; and

f) All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to effect the sale of Equipment to Purchaser.

41. Entire Agreement

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Contractor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, and conditions, of this Contract will be effective without the written consent of both parties.

42. Authority for Modifications and Amendments

No modification, amendment, alteration, addition, or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by DIS and Contractor.

43. Additional Products and Services

Contractor may submit new Products and Services with associated discounts or prices to the DIS Contract Administrator. New or changed Products and Services submitted by Contractor shall meet all mandatory requirements of the RFQQ. Additional Products or Services that are determined by DIS to be appropriate to the scope of this Master Contract, may be added to this Master Contract by an instrument in writing, signed by both Contractor and DIS. Such writing shall include a specific description of the additional Products and/or Services, pricing, and additional terms and conditions as relevant.

44. Independent Status of Contractor

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW (State Civil Service Law) or Title 51 RCW (Industrial Insurance).

45. Governing Law

This Contract shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County or the county in which Purchaser is located within the state of Washington.

46. Rule of Construction as to Ambiguities

Each party to this Master Contract acknowledges that such party has reviewed this Agreement and participated in its drafting and agrees that no provision of this Master Contract shall be construed against or interpreted to the disadvantage of a party by reason of such party having or being deemed to have drafted, structured or dictated such provision or provisions.

47. Subcontractors

47.1. Contractor may, with prior written permission from DIS Contracting Officer, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to Purchaser for any breach in the performance of Contractor's duties. For purposes of this Contract, Contractor shall be liable for any loss or damage to Purchaser, subject to the Limitation of Liability section of the agreement, including but not limited to personal injury, physical loss, harassment of Purchaser employees, or violations of the **Patent and Copyright Indemnification, Protection of Purchaser's Confidential Information,** and **Software Ownership** sections of this Contract occasioned by the acts or omissions of Contractor's Subcontractors, their agents or employees. The **Patent and Copyright Indemnification, Protection of Purchaser's Confidential Information, Software Ownership, Publicity** and **Review of Contractor's Records** sections of this Contract shall apply to all Subcontractors.

47.2. Contractor may request new or additional Subcontractors be added to the Contract at any time. Contractor shall submit the request to the TSD Contract Administrator, identifying any Subcontractor limitations in the request. Approval shall be documented through an amendment to the Contract.

48. Assignment

48.1. With the prior written consent of DIS Contracting Officer, which consent shall not be unreasonably withheld, Contractor may assign this Contract including the proceeds hereof, provided that such assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder prior to the date of assignment, nor shall such assignment affect any remedies available to Purchaser that may arise from any breach of the sections of this Contract, or warranties made herein including but not limited to, rights of setoff prior to the date of assigment.

48.2. Upon advance written notice, DIS may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve Purchaser of any of its duties and obligations hereunder.

49. Publicity

49.1. The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's products by DIS or Purchaser and shall not be so construed by Contractor in any advertising or other publicity materials.

49.2. Contractor agrees to submit to DIS, all advertising, sales promotion, and other publicity materials relating to this Contract or any Product furnished by Contractor wherein DIS' or Purchaser's name is mentioned, language is used, or Internet links are provided from which the connection of DIS' or Purchaser's name with Contractor's Products or Services may, in DIS' or Purchaser's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of DIS or Purchaser *prior* to such use.

50. Review of Contractor's Records

50.1. Contractor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to protection and use of Purchaser's Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Contractor shall retain all such records for six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Contract, whichever is later.

50.2. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the DIS Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the State. During this Contract's term, Contractor shall provide access to these items within Thurston County or the county where Purchaser is located. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors.

50.3. Contractor shall incorporate in its subcontracts this section's records retention and review requirements.

50.4. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from Purchaser's review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

General Provisions

51. Patent and Copyright Indemnification

51.1 Cisco will have the obligation to defend any claim, suit or proceeding brought against DIS or Purchaser, so far as it is based on a claim that any Products infringe a copyright or issued patent or for a reasonable royalty on a published patent application enforceable in the United States (in all cases, such copyright or patent existing or issued no later than five years following the termination or expiration of this Contract or a patent application published as of the date of termination or expiration of this contract) or misappropriates a trade secret. Cisco shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys' fees awarded by a court of competent jurisdiction or reasonably incurred by DIS or Purchaser. Cisco's obligations specified in this paragraph will be conditioned on:

a. DIS or Purchaser notifying Cisco promptly in writing of the claim or threat thereof, but DIS' or Purchaser's failure to provide timely notice shall only relieve Cisco from its defense obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Cisco;

b. DIS or Purchaser agreeing to use its best efforts to encourage the Office of the Attorney General of Washington to give Cisco full and exclusive authority for the defense and settlement thereof and any subsequent appeal. In the event that DIS or Purchaser has used its best efforts as aforesaid and the Office of the Attorney General of Washington participates in the defense and settlement of the claim and any subsequent appeal, DIS or Purchaser agrees: (i) that any participation shall be at the cost and expense of DIS or Purchaser; and (ii) that the Office of the Attorney General of Washington shall not prevent Cisco from settling the claim provided that any such settlement or compromise includes a release of the state of Washington and Purchaser from all liability arising out of the claim; and

c. DIS or Purchaser providing information for and assistance with the defense and settlement thereof and any subsequent appeal.

51.2 If such claim has occurred, or in Cisco's opinion is likely to occur, DIS and Purchaser agree to permit Cisco, at its option and expense, either to: (a) procure for Purchaser the right to continue using the Products; (b) replace or modify the same so that it becomes non-infringing; or (c) if neither of the foregoing alternatives is reasonably available, immediately terminate Cisco's obligations (and Purchaser's rights) under this Contract with regard to such Products, and, if Purchaser returns such Products to Cisco, refund to Purchaser the price originally paid by Purchaser to Cisco for such Products, less reasonable amortization for use.

51.3 Notwithstanding the foregoing, Cisco has no liability for any claim of infringement based upon: (a) the combination, operation, or use of any Products with equipment, devices, or software not supplied by Cisco, (b) alteration or modification of any Products; or (c) Cisco's compliance with Purchaser's designs, specifications, or instructions; unless the claim arose against Cisco's Product *independently* of any of these specified actions.

51.4 Cisco also shall have no liability for any claim based upon the amount or duration of use that Purchaser makes of the Product or revenue from services provided by Purchaser to external or internal customers that utilize the Products, except that this does not limit Cisco's obligations under subsection 51.1 for claims alleging infringement of the Products and Reports themselves.

51.5 Notwithstanding any other provisions hereof, Cisco shall not be liable for any claim based on Purchaser's use of the Products after Cisco has informed Purchaser of modifications or changes in the Products required to avoid such claims and offered to implement those modifications or changes, if such claim would have been avoided by implementation of Cisco's suggestions.

The foregoing states the entire obligation of Cisco and its suppliers and the exclusive remedy of Purchaser with respect to infringement or misappropriation of intellectual property rights. The foregoing is given to DIS and Purchaser solely for their benefit and in lieu of, and Cisco disclaims, all warranties of non-infringement with respect to the Products.

52. Save Harmless

Contractor, DIS and Purchaser shall protect, indemnify, and save each other harmless, to the extent permitted by law, from and against any claims, damages, losses, liabilities or expenses including reasonable attorneys' fees resulting from any third-party claims, for any or all bodily injuries to persons or damage to tangible personal property excluding lost data) arising from intentional, willful or negligent acts or omissions of the indemnifying party, its officers, employees, or agents, or subcontractors. In the event of a third-party claim, the damages and expenses, including reasonable attorneys' fees, shall be allocated between the parties in proportion to the relative fault of each party, its officers, employees, agents, or subcontractors.

53. Insurance

53. 1. Contractor shall, during the Term of this Contract, 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 the State of Washington

53.1.a. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to DIS within thirty (30) business days of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at DIS' sole option, result in this Contract's termination.

53.1.b. The minimum acceptable limits shall be as indicated below:

i. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
ii. Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than $1 million per accident;
iii. Employers Liability insurance covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than $1 million per accident for bodily injury by accident and $1 million per employee for bodily injury by disease;
iv. Umbrella policy providing excess limits over the primary policies in an amount not less than $3 million;

53.1.c Contractor shall pay premiums on all insurance policies. Such insurance policies certificate(s) shall name DIS as an additional insured on all general liability coverage, but only to the extent of liabilities falling within Contractor's indemnification obligations under the Contract. Such insurance certificates shall also reference this Contract number T12-MST-642.

53.1.d. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State subject to the hold harmless/ indemnification agreements under this Contract and shall include a severability of interests (cross-liability) provision.

53.1.e Contractor shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

53.1.f. Contractor shall furnish to DIS copies of certificates of all required insurance within thirty (30) calendar days of this Contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the first business day in the month of April for each successive year that this Contract is in full force and effect. Failure to provide evidence of coverage may, at DIS' sole option, result in this Contract's termination.

53.1.g By requiring insurance herein, DIS does not represent that coverage and limits will be adequate to protect Contractor. Such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this Contract.

54. Licensing Standards

Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary in the performance of this Contract. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)

55. OSHA/WISHA

Contractor represents and warrants that its Products, when shipped, are designed and manufactured to meet then current federal and state safety and health regulations. Contractor agrees to indemnify and hold DIS and Purchaser harmless from all damages assessed against DIS or Purchaser as a result of the failure of the Products furnished under this Contract to so comply.

56. Antitrust Violations

Contractor and Purchaser recognize that in actual economic practice overcharges resulting from antitrust violations are usually borne by Purchaser. Therefore, Contractor hereby assigns to Purchaser any and all claims for such overcharges as to goods and services purchased in connection with this Contract, except as to overcharges not passed on to Purchaser resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Price under this Contract.

57. Compliance with Civil Rights Laws

During the performance of this Contract, Contractor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 *et seq.*; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the **Termination for Default** sections, and Contractor may be declared ineligible for further contracts with the State.

58. Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

59. Waiver

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

60. Treatment of Assets

60.1. Title to all property furnished by Purchaser shall remain in Purchaser. Title to all property furnished by Contractor, for which Contractor is entitled to reimbursement, other than rental payments, under this Contract, shall pass to and vest in Purchaser pursuant to the **Title to Equipment** section. As used in this section **Treatment of Assets**, if the "property" is Contractor's proprietary, copyrighted, patented, or trademarked works, only the applicable license, not title, is passed to and vested in Purchaser.

60.2. Any Purchaser property furnished to Contractor shall, unless otherwise provided herein or approved by Purchaser, be used only for the performance of this Contract.

60.3. Contractor shall be responsible for any loss of or damage to tangible personal property of Purchaser that results from Contractor's negligence or that results from Contractor's failure to maintain and administer that property in accordance with sound management practices.

60.4. Upon loss or destruction of, or damage to any Purchaser tangible personal property, Contractor shall notify Purchaser thereof and shall take all reasonable steps to protect that property from further damage.

60.5. Contractor shall surrender to Purchaser all Purchaser property prior to completion, termination, or cancellation of this Contract.

60.6. All reference to Contractor under this section shall also include Contractor's employees, agents, or Subcontractors.

61. Contractor's Proprietary Information

63.1 Contractor acknowledges that DIS and Purchaser are subject to chapter 42.17 RCW and that this Contract shall be a public record as defined in chapter 42.17 RCW. Any specific information that is claimed by Contractor to be Proprietary Information, must be clearly identified as such by Contractor. To the extent consistent with chapter 42.17 RCW, DIS and Purchaser shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor's Proprietary Information, DIS or Purchaser will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, DIS or Purchaser will release the requested information on the date specified.

61.2. Purchaser agrees to use Contractor's Proprietary Information only for the performance of this Contract, to release it only to authorized employees requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Contractor's express written consent or as provided by law. Purchaser agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Proprietary Information.

61.3. Purchaser shall have no obligation with respect to information which:

a) was rightfully in possession of or known to Purchaser without any obligation of confidentiality prior to receiving it from Contractor;

b) is, or subsequently becomes, legally and publicly available without breach of this Contract;

c) is rightfully obtained by Purchaser from a source other than Contractor without any obligation of confidentiality;

d) is developed by or for Purchaser without use of the Proprietary Information and such independent development can be shown by documentary evidence;

e) is disclosed by Purchaser pursuant to a valid order issued by a court or government agency.

61.4. Contractor shall retain all right, title and interest to its Proprietary Information. By conveying Proprietary Information, Contractor does not grant any license under any trademark, patent or copyright, or application for same, which is now or thereafter may be obtained by such party.

61.5. Purchaser shall not reverse-engineer, decompile, or disassemble any software or remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Proprietary Information disclosed to it.

61.6. WITHOUT PREJUDICE TO THE EXPRESS WARRANTIES PROVIDED ELSEWHERE IN THIS CONTRACT, PROPRIETARY INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT, SHALL CONTRACTOR BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE PROPRIETARY INFORMATION.

61.7. Notwithstanding termination of this Contract, the obligations of Contractor with respect to Confidential Information received prior to termination shall continue for three (3) years from the date the Proprietary Information was received.

61.8. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties avalailable by law.

Disputes and Remedies

62. Disputes

62.1. In the event a bona fide dispute concerning a question of fact arises between Contractor and Purchaser and it cannot be resolved between the parties or by the DIS Contract Administrator, either party may initiate the dispute resolution procedure provided herein.The parties agree that the dispute resolution process set forth herein is non-binding.

62.2. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

a) If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next three (3) Business Days.

b) The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

c) Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

62.3. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible. Unless irreparable harm will result, neither party shall commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.

62.4. Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

62.5. If the subject of the dispute is the amount due and payable by Purchaser for Services being provided by Contractor, Contractor shall continue providing Services pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in

escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

63. Attorneys' Fees and Costs

63.1. In any suit or proceeding relating to this Agreement the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgement. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgement.

64. Non-Exclusive Remedies

Unless it is stated to be exclusive, the remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

65. Failure to Perform

If Contractor fails to perform any substantial obligation under this Contract, DIS or Purchaser shall give Contractor written notice of such Failure to Perform. If after thirty (30) calendar days from the date of the written notice Contractor still has not performed, then DIS or Purchaser may withhold all monies due and payable to Contractor, without penalty to DIS or Purchaser, until such Failure to Perform is cured or otherwise resolved.

66. Limitation of Liability

66.1. Notwithstanding anything else herein, all liability of Contactor and its suppliers to any Purchaser for claims arising under this Contract shall be limited to the money paid to Contractor for Products or for Services with respect to such Purchaser during the twelve (12) month period preceding the event or circumstances giving rise to such liability. This limitation of liability is cumulative and not per incident. The parties agree that Contractor, DIS and Purchaser shall not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages or lost revenue, lost profits, or lost or damaged data, except a claim related to bodily injury or death caused by a party's negligence or wilful misconduct, and except a claim or demand based on Purchasers's breach of its obligations under Section, **License Grant**. The damages specified in the sections titled **OSHA/WISHA**, **Termination for Default**, and **Review of Contractor's Records** are not consequential, incidental, indirect, or special damages as that term is used in this section.

66.2. Contractor, DIS and Purchaser shall not be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Contractor, DIS or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than DIS or Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine

restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Contractor, DIS, Purchaser, or their respective Subcontractors.

66.3. If delays are caused by a Subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.

66.4. Neither Contractor, DIS nor Purchaser shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

Contract Termination

67. Termination for Default

67.1. If Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its material obligations under this Contract, then the DIS Contract Administrator or Purchaser shall give Contractor written notice of such failure or violation, and the failure or violation shall be corrected by Contractor within thirty (30) calendar days or as otherwise agreed. If such breach is not capable of cure within thirty (30) days, Contractor must commence cure within such thirty (30) day period and diligently pursue completion of such cure. If Contractor's failure or violation is not so corrected, this Master Contract may be terminated immediately by written notice from the DIS Contracting Officer to Contractor, or an Order may be terminated by written notice to Contractor from Purchaser.

67.2. In the event of termination of an Order by Purchaser or this Master Contract by DIS, Purchaser or DIS shall have the right to procure the Products and Services that are the subject of this Contract on the open market.

67.3. If either DIS or Purchaser violates any material term or condition of this Master Contract or fails to fulfill in a timely and proper manner its obligations under this Master Contract, then Contractor shall give DIS or Purchaser, as appropriate, written notice of such failure, which shall be corrected by DIS or Purchaser within thirty (30) calendar days, or as otherwise agreed. If such failure to perform is not so corrected, Purchaser's Order may be terminated by written notice from Contractor to Purchaser or, if appropriate, this Master Contract may be terminated by written notice from Contractor to DIS.

67.4. If the Failure to Perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a **Termination for Convenience**.

67.5. This section shall not apply to any failure(s) to perform that results from the willful or negligent acts or omissions of the aggrieved party.

68. Termination for Convenience

When, at the sole discretion of DIS, it is in the best interest of the State, the DIS Contracting Officer may terminate this Master Contract, in whole or in part, by fourteen (14) calendar days written notice to Contractor.

69. Termination for Withdrawal of Authority

In the event that DIS' or Purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Master Contract or any Order and prior to normal completion, DIS may terminate this Master Contract, or a Purchaser may terminate its Order(s), by seven (7) Business Days written notice to Contractor. No penalty shall accrue to DIS and Purchasers in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Master Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Products or Services from a third party.

70. Termination for Non-Allocation of Funds

If funds are not allocated to DIS or a Purchaser to continue this Master Contract or Order in any future period, DIS may terminate this Master Contract, or Purchaser may terminate its Order(s) by seven (7) Business Days written notice to Contractor or otherwise work with Contractor to arrive at a mutually acceptable resolution of the situation. DIS or Purchasers will not be obligated to pay any further charges for Products or Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. DIS or Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to DIS or Purchasers in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Master Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Products or Services from a third party.

71. Termination for Conflict of Interest

DIS may terminate this Master Contract, or Purchaser its Order(s), by written notice to Contractor if DIS or Purchaser determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Master Contract or any Order is so terminated, DIS and Purchasers shall be entitled to pursue the same remedies against Contractor as it could pursue in the event Contractor breaches this Master Contract or any Order.

72. Termination Procedure

72.1. Upon termination of this Master Contract or any Order, DIS and Purchaser, in addition to any other rights provided in this Master Contract and applicable Order, may require Contractor to deliver to Purchaser any property specifically produced or acquired for the performance of such part of this Master Contract or Order as has been terminated. The section titled **Treatment of Assets** shall apply in such property transfer.

72.2. Unless otherwise provided herein, Purchaser shall pay to Contractor the agreed-upon Price, if separately stated, for the Products and Services received

by Purchaser, provided that in no event shall Purchaser pay to Contractor an amount greater than Contractor would have been entitled to if this Master Contract or Order had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the **Disputes** section of this Master Contract. Purchaser may withhold from any amounts due Contractor such sum as Purchaser determines to be necessary to protect Purchaser from potential loss or liability.

72.3. Contractor shall pay amounts due Purchaser or DIS as the result of termination within sixty (60) calendar days of notice of the amounts due. If Contractor fails to make timely payment, Purchaser or DIS may charge interest on the amounts due at one percent (1%) per month until paid in full.

73. Covenant Against Contingent Fees

73.1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, *except* bona fide employees or a bona fide established commercial or selling agency of Contractor.

73.2. In the event Contractor breaches this section, Purchaser shall have the right to either annul this Contract without liability to Purchaser, or, in Purchaser's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

Activity Reporting and Administration Fee

74. DIS Master Contract Administration Fee and Collection

74.1. All purchases made under this Master Contract are subject to a DIS Master Contract Administration Fee, collected by Contractor and remitted to DIS.

74.2. The Master Contract Administration Fee is one half of one percent (.5% or .005) of the purchase price. The purchase price is defined as total invoice price less sales tax.

74.3. The Master Contract Administration Fee shall be invoiced by Contractor to all Purchasers as a separate detailed line item on Purchaser's invoice.

74.4. Contractor shall hold the Master Contract Administration Fee in trust for DIS until the Fees are remitted to the DIS Contract Administrator, along with the Master Contract Activity Report.

74.5. Contractor shall be entitled to refund of any overpayment of the Administrative Fee submitted under the previous Master Contract (T06-MST-001), and if applicable and such fee was collected from a Purchaser, Cisco shall reimburse Administrative Fee to the one or more Purchasers from whom collected.

75. Activity Reporting

75.1. Contractor shall submit to the DIS Contract Administrator a quarterly Activity Report of all Products and Services purchased under this Master Contract. The report shall identify:

a) This Master Contract number;

b) The month in which the purchase occurred;

c) Each Purchaser making purchases during the reporting period (identified and grouped by state, local or educational entity);

d) The total purchases by each Purchaser;

e) The total invoice price (excluding sales tax) for each Purchaser;

f) The sum of all invoice prices, excluding sales tax, for all Purchasers; and

g) The total amount of the DIS Master Contract Administration Fee.

75.2. The Activity Report and the DIS Master Contract Administration Fee shall be submitted on a quarterly basis in accordance with the following schedule:

For activity in the months:	Report & Fee Due:
January, February, March	May 31st
April, May, June	August 31st
July, August, September	November 30th
October, November, December	February 28th

75.3. Reports are required to be submitted electronically, in either Microsoft Word or Excel format. Quarterly reports are required even if no activity occurred. Reports are to be sent electronically via E-mail to: mcadmin@dis.wa.gov

75.4. This report may be corrected or modified by the DIS Contract Administrator with subsequent written notice to Contractor.

75.5. Monthly Activity Reports are required even if no activity occurred.

75.6. Upon request by DIS, Contractor shall provide, in the format requested, the name of the Purchasing Entities and their respective 'bill-to' addresses, during the term of the Master Contract.

76. Electronic Funds Transfer

The DIS Administrative Fee shall be paid through Electronic Funds Transfer (EFT).

77. Failure to Remit Reports/Fees

77.1. Failure of Contractor to remit the Master Contract Activity Report together with the Master Contract Administration Fee may be considered a failure to perform on the part of Contractor, which may result in DIS terminating this Master Contract with Contractor.

77.2. Failure of any Purchaser to pay the Master Contract Administration Fee may result in a Purchaser forfeiting its right to purchase from this Master Contract.

Contractor shall notify the DIS Contract Administrator when any Purchaser fails to pay the Master Contract Administration Fee.

77.3. The DIS Contract Administrator will notify Contractor of any Purchaser who has forfeited its right to purchase under this Master Contract. After such notification, any sale by Contractor to a forfeiting Purchaser may be considered failure to perform by Contractor.

77.4. If the performance issues are resolved, DIS, at its option, may reinstate a Contractor's participation or a Purchaser's right to purchase.

Contract Execution

78. Authority to Bind

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

79. Counterparts

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

80. Facsimile Execution

The parties agree that this Contract may be executed by facsimile signature, and shall be effective as of the date of such facsimile signature. If executed by facsimile, the parties agree to provide original signature pages within ten (10) business days of facsimile execution.

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Approved

State of Washington
Department of Information Services

Signature

SCOTT SMITH 8/11/2011
Print or Type Name *Date*

TAS Program Manager
Title

Approved

Cisco Systems, Inc.

Dana Giampetroni
Signature

Dana Giampetroni August 9, 2011
Print or Type Name *Date*

Director of Finance
Title

Approved as to Form

State of Washington
Office of the Attorney General

Signature

Print or Type Name

Title *Date*

Contractor Information
Contractor's UBI Number:
Minority or Woman Owned Business Enterprise Yes _____ No ☐ (Certification Number)

Schedule A

SCHEDULE A - WEBEX TERMS AND CONDITIONS

This Schedule A is incorporated into the Contract by this reference. "Subscriber" shall mean the same as "Purchaser," as defined in the Contract, as and to the extent that the Purchaser is buying WebEx Services. All capitalized terms not defined below have the meaning ascribed thereto in the Contract.

(A.) A new Section 83 will be added to the Agreement as follows: These WebEx terms are contained in this Schedule for ease of reference.

Section 83. *WebEx Services*

83.1 Contractor shall provide WebEx Services pursuant to the provisions in Exhibit X. WebEx is a Software as a Service offering. The parties agree that Exhibit X, together with the Master Contract, represents the entire agreement with respect to the provisioning of WebEx Services.

83.2 Purchasers shall access WebEx only through WebEx and shall place WebEx orders separately from other Cisco product and Service orders.

83.3 WebEx Services include those Services defined in Exhibit X.

83.4 WebEx Services are priced according to WebEx standard list price ("WebEx Price List") a copy of which is attached to this Amendment and is subject to change at WebEx's discretion upon notification to DIS.

83.5 Cisco warranties are not applicable to WebEx Services.

83.6 Payment for WebEx Services is independent of payment to any Cisco or other third party. DIS and Cisco agree that there will be no invoice set-offs. DIS shall not make deductions of any kind from any monies it owes to WebEx, including but not limited to any payments due Cisco or any other third party, unless DIS has received a credit memorandum directly from WebEx authorizing such deduction.

(B.) DIS and Cisco agree to exclude WebEx from the definition of "Contractor" for the following sections to clarify the parties' intent that these sections are inapplicable to the Software as a Service business model:

Section 9. Instate Presence and Statewide Coverage. WebEx does not have a State of Washington in-state presence.

Section 12. Purchaser Ownership/Rights in Data. WebEx does not transfer ownership of data, proprietary information or other information provided to Purchaser and/or DIS, as an unaided memory or otherwise.

Section 14. Title to Equipment.

Section 15. Shipping and Risk of Loss.

Section 16. Delivery.

Section 17. Security.

Section 19. Contractor Service Personnel.

Section 20. **Equipment Compatibility.**

Section 21. **Demonstration Equipment.**

Section 22. **Installation and Set-up.**

Section 23. **Equipment Warranty.**

Section 24. **SMARTnet Support.**

Section 25. **Equipment Maintenance Documentation.**

Section 26 **Spare Parts for Equipment**, including any related provisions and notification requirements.

Section 27. **Contractor Escalation Procedures.** WebEx offers service level availability independent of Cisco Products and is attached to Exhibit X. Downtime calculations are not aggregated amongst either WebEx Services and/or Cisco Software and related services.

Section 33. **Software Warranty.**

Section 35. **Software Maintenance and Support Services.**

Section 36. **Software Documentation.**

Section 40.2(a) and 40.3(c). Section Headings, Incorporated Documents, and Order of Precedence. Applicable only to Schedules A and B.

Section 50. **Review of Contractor's Records.** The parties agree that WebEx does not generate information regarding either direct or indirect costs and will be unable provide that information.

Section 66 **Limitation of Liability** is revised as follows:

The parties' agree that for purposes of Section 66.1 "*Limitation of Liability*" WebEx, a wholly owned subsidiary of Cisco, will have a separate limitation of liability for causes of action arising out of or related to the services WebEx performs under Exhibit X. WebEx will be separately liable for up to the greater of one million dollars ($1,000,000) or the money paid to Contractor under this Contract during the twelve (12) month period preceding the event or circumstances giving rise to such liability. This limitation of liability is cumulative and not per incident, but will not apply to costs related to the indemnification obligations of Contractor pursuant to Section 51 **(Patent and Copyright Indemnification)** or to claims for personal injury or death proximately caused by Contractor's negligence. Nothing herein amends the language of Section 66 with respect to its applicability to Cisco, or services provided by Cisco under the Contract. The parties intend this section to be applicable only to WebEx services provisioned under Exhibit X.

(C.) The following terms and conditions are applicable to any purchases of WebEx:

WebEx Terms and Conditions

1. WebEx Services. These WebEx Terms and Conditions govern the use by the Subscriber of any services allowed under Contract T12-MST-642("the Services") ordered by Subscriber from WebEx and set-forth in one or more "Order Forms," a copy of which is attached hereto and constitutes Subscriber's initial order.

2. **Order Forms**. An "Order Form" is a form signed by Subscriber that identifies the type and quantity of Services being ordered and the associated fees. The Order Form includes a link to the Service Description(s). An Order Form is effective only when signed by Subscriber and either signed or provisioned by WebEx.

3. **Subscriber Site Set Up**. Initially, WebEx will set up a web site that does not include the Subscriber's corporate logos, page headers or colors ("General Site"). WebEx will then set-up a site for use by Subscriber that incorporates Subscriber's corporate logos, page headers and colors (the "Subscriber Site"). The General Site will be available until Subscriber and WebEx have completed their obligations to create the Subscriber Site. Subscriber will supply the links and branding information and materials necessary for WebEx to create the Subscriber Site. WebEx expects that the Subscriber Site will be available by the Anticipated Start Date set forth on the Order Form, provided Subscriber has provided materials in a timely fashion. WebEx will make minor changes to the Subscriber Site, such as fixing and changing links, at no additional cost. A fee, set forth in the Order Form, will be charged for more extensive changes.

4. **WebEx Training and Support**. Training and Support provided by WebEx is specified in the Service Descriptions.

5. **Term of Orders.** The "Initial Term" of an Order will be for the number of months set forth on the Order Form, commencing on the date the Service is available for use by Subscriber. Each "Renewal Term" will automatically begin at the end of the preceding (Initial or Renewal) Term and continue for the number of months set forth on the Order Form.

6. **Use of Subscriber Name.**

a. **Subscriber's Name and Logo**. Subscriber agrees that WebEx may use Subscriber's name and logo on the Subscriber Site, in order to satisfy WebEx's responsibilities under Section 3 of this Agreement.

b. **Promotional Use**. Subscriber agrees that WebEx may use Subscriber's name and logo to identify Subscriber as a customer of WebEx on WebEx's website, and as a part of a general list of WebEx customers for use and reference in WebEx corporate, promotional and marketing materials. Subscriber agrees that WebEx may issue a press release identifying Subscriber as a WebEx customer and describing Subscriber's intended utilization, and the benefits that Subscriber expects to receive, from use of the Services. The content of any press release identifying Subscriber as a customer of WebEx will be subject to Subscriber's prior approval, which will not be unreasonably withheld.

7. **Subscriber Responsibilities.**

a. **Account Number/Password**. Subscriber is responsible for all uses of the General and Subscriber Site. Subscriber is responsible for maintaining the confidentiality of Subscriber's account number and passwords. Subscriber agrees to immediately notify WebEx of any unauthorized use of Subscriber's account of which Subscriber becomes aware.

b. **Content of Communications on Subscriber's Account**. Subscriber agrees that Subscriber is solely responsible for the content of all visual, written or audible communications using Subscriber's account. Subscriber agrees that Subscriber will not use the Services to send unsolicited email outside Subscriber's company or organization in violation of applicable law. Subscriber further agrees not to use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Although WebEx is not responsible for any such communications, WebEx may suspend any such communications of which WebEx is made aware of, at any time upon prompt notice to Subscriber. Subscriber agrees to indemnify, defend and hold harmless WebEx from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Subscriber's violation of this Section 10.

8. **Privacy**. WebEx's privacy statement may be found on WebEx's website: http://www.webex.com/privacy. Please consult it to learn WebEx's current practices with respect to Subscriber's information.

9. **Limited Warranty**. WEBEX WARRANTS THAT THE SERVICES WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE APPLICABLE SERVICE DESCRIPTION. IN THE EVENT OF A BREACH OF THE FOREGOING WARRANTY, WEBEX'S SOLE AND EXCLUSIVE OBLIGATION AND LIABILITY AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY WILL BE FOR WEBEX TO MAKE COMMERCIALLY REASONABLE EFFORTS TO CORRECT ANY NON-CONFORMANCE OR, IF WEBEX IS UNABLE TO DO SO WITHIN A REASONABLE TIME, TO PROVIDE SUBSCRIBER A REFUND FOR ANY FEES PAID FOR SERVICES FROM WHICH SUBSCRIBER DID NOT RECEIVE BENEFICIAL USE BECAUSE THE SERVICES FAILED TO COMPLY WITH THIS WARRANTY. EXCEPT SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICES, AND ANY ASSOCIATED SOFTWARE, ARE PROVIDED "AS IS" AND "AS AVAILABLE." WEBEX EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WEBEX MAKES NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH THE SERVICES, THE GENERAL SITE OR SUBSCRIBER SITE, OR THAT THE SERVICES WILL MEET ANY SUBSCRIBER REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES AND WEBSITE ARE AT SUBSCRIBER'S SOLE RISK. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER RESULTING FROM THE USE OF SUCH SERVICES OR WEBSITE. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to Subscriber. In that event, such warranties are limited to the minimum warranty scope and period allowed by applicable law.

10. **General.**

a. **Use of the Services**. Subscriber may use the Services only for sessions or meetings in which Subscriber is an active participant, and as permitted under the terms and conditions of this Agreement or other written agreements between Subscriber and WebEx. Subscriber will not modify, make derivative works of, disassemble, decompile or reverse engineer the Subscriber Site, Services or any component thereof.

b. **Legal Compliance.** Subscriber agrees that Subscriber will comply with all applicable laws and regulations in connection with Subscriber's use of the Services, including but not limited to: (a) with respect to personally identifiable information sent or received by Subscriber, all applicable privacy laws and regulations, including, when applicable, the standard clauses contained in the Annexes to the European Commission Decision dated 27

December 2001 and any amendments thereto, (b) laws relating to the recording of communications, including, when required, advising all participants in a recorded WebEx meeting or event that the meeting or event is being recorded, and (c) export control laws. Subscriber represents that Subscriber is not an individual less than 13 years of age (or if residing in the European Union, less than 18 years of age). Subscriber acknowledges that the Services are subject to U.S. export control laws and regulations. Subscriber represents that it is not a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists.

Order Form
For example purposes only.

WebEx Communications, Inc.

Meeting Center Pro (Minutes) Order Form

[ ] New Service Requested URL:wadis.webex.com	[x] Replacement/Modification to URL: wadis.webex.com Description of Modification:

Term

"Initial Term" shall be 12 months.
Subsequent "Renewal Term(s)" shall be 0 months.

Prepayment Term ☐Check to Enable 12 Months (as outlined in the Prepayment term section)

Order will automatically renew unless written notice of termination is sent 30 days prior to the commencement of the next renewal term in accordance with the WebEx Terms and Conditions or WebEx Services Agreement.

Anticipated Availability date for new or changed Services: within 7 Days from WebEx's acceptance of a valid Order.	**Billing Currency:** US Dollar

Branding Fee
(Invoiced on the first day that the General Site or service modification is available for use)

Set-up Type	One-Time Fee
☐ **Branding Fee** (Uncheck for Generic Branded site). (Subscription Includes Secure Socket Layer (SSL) Encryption with maintenance and 1 GB of storage).	$No Charge

Service Fees (monthly)
(Unless prepaid, invoiced monthly in advance. Usage in excess of commitment invoiced monthly in arrears. Committed Minutes that are not utilized by Subscriber during the month for which they were committed may not be carried forward into the next month.)

Services	Committed Minutes	Cost Per Committed Minute per Connection	Monthly Subscription Fee	Cost per Minute per Connection in Excess of Commitment
Meeting Center Pro				

Monthly Committed Telephony Minutes
(Unless prepaid, invoiced monthly in advance. Usage in excess of commitment invoiced monthly in arrears. Committed Minutes that are not utilized by Subscriber during the month for which they were committed may not be carried forward into the next month.)
(Rates associated with a telephony commitment supersede the per use fees for the corresponding telephony service.)

	Select ONE	Committed Minutes	Cost Per Committed Minute per Connection	Monthly Subscription Fee	Cost per Minute per Connection in Excess of Commitment
US+Canada Toll-free Call In AND US+Canada Call back	X				
US+Canada Toll-free Call In					
US+Canada Toll Call In					
Integrated VoIP					

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Telephony – Per Use Fees (Invoiced monthly in arrears for actual usage. Per Use Fees are subject to change. Subscriber will be charged the rate in effect at the time the service is used.)		
Reservationless Teleconferencing (Integrated with the WebEx Service)		
US+Canada Toll-free Call in	Per Minute/Per Connection	$0.20
US+Canada Toll Call in	Per Minute/Per Connection	$0.05
US+Canada Call back	Per Minute/Per Connection	$0.20
Global Toll and Toll-free Call in	Per Minute/Per Connection	Then Current Rate
Integrated VoIP	Per Minute/Per Connection	$0.02
Call back Int'l	Per Minute/Per Connection	Then Current Rate
Operator Assisted Teleconferencing (Available in conjunction with a WebEx meeting (MC, TC and EC). Meeting number will be required).		
Basic Service US+Canada Toll-free Call in	Per Minute/Per Connection	$0.18
Basic Service US+Canada Toll Call in	Per Minute/Per Connection	$0.16
Full Service US+Canada Toll-free Call in	Per Minute/Per Connection	$0.26
Full Service US+Canada Toll Call in	Per Minute/Per Connection	$0.24
Full Service US+Canada Call back	Per Minute/Per Connection	$0.28
Full Service Global Toll and Toll-free Call in	Per Minute/Per Connection	Then Current Rate

NBR Service and Fees

(Committed fees are invoiced monthly in advance throughout the term of this order.) Standard uncommitted domestic and international callback telephony rates will apply to third-party teleconferences recorded using NBR.
(MC, TC, EC, $C Min Requirement WBS 25 Platform, SC Min Requirement WBS26 Platform)

☒ **Check to Enable NBR Subscriber is entitled to 1GB of storage at no cost.** Additional storage used by subscriber (in excess of the 1GB) will be billed monthly in arrears for actual usage at $16.00 per GB per month.

Type of Fee	Committed Monthly Fee per GB (Only available in increments of 5; additional storage used by Subscriber in excess of the Committed Storage will be invoiced at the below Committed Monthly Fee per GB)	Committed Storage (Select One)		Total Committed Monthly Fee
Committed NBR Storage	$12.00	☐ 5 GB	☐ 100 GB	$
		☐ 10 GB	☐ 200 GB	
		☐ 20 GB	☐ 500 GB	
		☐ 50 GB		

Additional Order Items

Service and Support Information

Information on Support Services for WebEx Subscribers may be found at: http://support.webex.com/support/support-services.html
A description of WebEx Services may be found at:http://contractdocuments.webex.com/webexsvcdesc-t18
http://contractdocuments.webex.com/WBS.html

Payment Terms

Payment terms are governed by the **Master Contract Number T06-MST-001, as amended.**

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Subscriber Information

WebEx's creation of a website for Subscriber to access the WebEx Services shall constitute WebEx's acceptance of Subscriber's duly authorized offer to purchase WebEx Services in accordance with the following Terms and Conditions.

The Master Contract Number T06-MST-001, as amended, will govern Subscriber's purchase of Services under this Order Form.

Subscriber	
Organization Name: State of Washington – Department of Information Services	
Parent Company (if different than above named subscriber):	
Signature:	**Billing Information:**
Name:	Billing Contact Name:
Title:	Billing Contact Title:
Date:	P.O./P.R.# (If Required):
Address:	Billing Address:
Phone:	Billing Phone:
Email:	Billing Email:

WebEx Communications, Inc.	**3979 Freedom Circle, Santa Clara, CA 95054**
WebEx Billing Contact Number (866) 399-3239 Federal ID # 77-0548319	**Remittance Address:** WebEx Communications, Inc. PO Box 49216 San Jose CA, 95161-49216

webex

Premium Support Addendum
To the
(applicable Order Form)
Between
WebEx Communications, Inc.

And

_____

This Premium Support Addendum ("Addendum") shall serve to amend the (applicable Order Form) ("Order Form"), dated _____ and entered into by and between WebEx Communications, Inc. ("WebEx") and _____("Subscriber") and is governed by the terms of The Master Contract T06-MST-001, as amended.

In accordance with the Order Form and the applicable terms and conditions of use, the parties wish to amend the Order Form in order to incorporate the following provisions:

1. **Premium Support Services.** WebEx will provide those Premium Support Services as set forth in the "Premium Support Services Exhibit," attached hereto and incorporated herein by reference.

2. **Designated Email Alias.** Subject to Section 3(c) of the Premium Support Services Exhibit, Subscriber agrees that _____@_____.com (i.e.: webex@cusotmermame.com) shall be and remain its designated email address until further written notice to WebEx.

3. **Remaining Terms and Conditions.** All other terms and conditions of the Order Form, including the WebEx Terms and Conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed in duplicate by the respective authorized representatives on the dates specified herein.

WebEx Communications, Inc.	Subscriber: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

"Premium Support Services Exhibit"

This document provides definitions for Issue Severities used within WebEx when providing support. It also provides a description of the types of problems which tier 1 support engineers will be expected to resolve, and the escalation process for opening a trouble ticket with WebEx.

1. Issue Severity Levels

Issue Severity is determined by objective examination of the incident. The following outlines WebEx criteria for each category:

Severity	Description	Definition	Examples
1	Routine Questions or Minimal Impact Problems	All WebEx production systems and networks are working correctly. Problems being encountered are on the customers' end or are user education related.	How-to questions, help understanding the GUI, help getting into meetings, help with meeting functionality, customer network connectivity issues, Internet BGP routing, problem with the customers ISP, etc.
2	High Level Problems	Applies to any number of customers using a. Basic meeting functions and telephony are working correctly, but small product features are broken or not working as expected. These problems may affect one or more customers, but the problem does not prevent meetings being held.	Subscriber unable to share a specific application, severe network latency that is sporadic in nature, intermittent meeting disconnects on a specific computer or portion of the network. One major service or feature is not available.
3	Business Critical Problems	Business Critical problems that affect any combination of a problems causing a WebEx problem which either prevents multiple customers from accessing their site	Subscriber site is confirmed down and unreachable, or telephony unavailable. Multiple clusters/systems down or telephony unavailable for multiple clusters/systems.

2. Response/Resolution Time

Below indicates the response/resolution times for each Severity Issue:
(All times indicated are worst cases)

Severity	Response or Action plan	Higher Level Escalation if no ETR after
1	2 hr	NA
2	1hr	4 hours
3	20 min	1 hour

a. Response time is the elapsed time for WebEx to acknowledge a problem of a given severity. In the instance where the problem cannot be resolved in the response time interval, WebEx will provide a status and an action plan for resolution.

b. Escalations are to be utilized in the event that acceptable status and/or resolution have not been accomplished by the WebEx Customer Support Team in the time frames indicated.

c. Subscriber agrees to work with WebEx and will make available qualified persons to aid in reproducing and/or isolating problems should there be an incompatibility between WebEx and the Subscriber's environment. In the event that such individual cannot be made available, these resolution times may be extended.

3. **Notifications**

a. WebEx performs standard customer maintenance activities during regular minor and major change windows. These windows are currently conducted between 9pm and 12am PST weekdays, and 7pm and 12am PST Saturdays.

b. WebEx will notify of any unscheduled maintenance activities 7 days in advance of the change. In the event that there is an unscheduled urgent change required which must be accomplished inside that window, WebEx will make reasonable commercial efforts to provide as much notice as possible to the Subscriber.

c. All notifications are made to a designated customer-maintained email-alias that the Subscriber agrees to provide to WebEx.

Summary of change notifications:

Type of change	Notification Interval
Minor update	Based on customer impact. 7 day notification via email if change affects service features or repairs key service issues
Major update	14 days notification via email
Scheduled maintenance	2 days, notification via email
Unscheduled maintenance	Varies, as much notice as possible, via email.

Definitions:

i). A Minor update (service patch) is a change to the service, which addresses specific issues that may impact some, but not all customers. Cosmetic changes, or minimal updates to the user interface, or updates which aid in the overall operation of the service but which are not visible to the customer experience are included in this change level.

ii). A Major update is a significant change to the service, and will impact the user experience. This may result in changes to the user interface or service features which differ from the current service release. This category of change may also require a new client to be downloaded.

iii). Scheduled maintenance refers to changes made to the WebEx service infrastructure. Subscriber is notified if the changes will impact the availability if the service.

iv). Unscheduled maintenance refers to emergency service procedures required to maintain the availability of the service, and require service interruption to the customer to complete.

4. **Support**

a. WebEx provides 24 x 7 x 365 technical support in English to a US toll free number. Some Toll Free numbers are accessible outside of the US. All numbers will be made available to the subscriber upon execution of a signed SLA, and will be updated as new local numbers are added. These numbers will be accessible to the customer so long as

this SLA is in effect. Subscriber agrees to enroll members of its help desk staff in WebEx Support Training if they provide Tier 1 support.

b. 85% of calls to WebEx support will be answered within 90 seconds.

c. The WebEx response to help desk cases submitted online will be 24 hours or less.

d. An option will be made available for customers to submit on-line trouble tickets to WebEx via a web interface.

5. **Escalation Contacts**

Should the need arise the following Technical and Business Escalation Contacts can be utilized:

a. Technical Escalations.
Please contact the Technical Support Leadership Team for escalation information.

b. Business Escalations

Contact	Name	Phone Number	Email
Client Services Manager			
Client Services Supervisor			
Manager, Client Services Group			
VP, Customer Care			

6. **Updates to Support Services Exhibit**

This Support Services Exhibit will be periodically reviewed, and updates accepted, subject to the mutual agreement of WebEx and Subscriber management.

WebEx Communications, Inc.

Service Level Addendum

This Service Level Addendum will modify the existing _____Order Form or agreement, as applicable, dated _____, and associated with URL: _____.

Availability Level. WebEx will maintain 99.5% availability of its Web Based Application Services (including telephony services) to the Internet (excluding scheduled maintenance intervals) ("Availability Level").

Down Time Credit. For any cumulative time periods in excess of the Availability Level that the Services are unexpectedly unavailable to the Internet ("Down Time"), WebEx will credit Subscriber the amount of Subscription Service Fees owed by Subscriber to WebEx in an amount equal to that portion of the month attributable to the Down Time; provided that (i) the Subscriber's use of the Services is impacted, (ii) the Down Time is reported to WebEx within twenty four (24) hours of each occurrence, and (iii) Subscriber requests credits not more than thirty (30) days after each occurrence. The terms and conditions of this section shall be Subscriber's sole and exclusive remedy and WebEx's sole obligation for any Down Time.

The Subscriber identified below must purchase WebEx Services and have executed the Order Form.

This Service Level Addendum will be governed by the terms and conditions the Master Contract number T06-MST-001, as amended.

Subscriber	
Organization Name:	
Parent Company (if different than above named subscriber):	
Signature:	**Billing Information:**
Name:	Billing Contact Name:
Title:	Billing Contact Title:
Date:	P.O./P.R.# (If Required):
Address:	Billing Address:
Phone:	Billing Phone:
Email:	Billing Email:

Schedule B

SCHEDULE B – IRONPORT TERMS AND CONDITIONS

The following Terms and Conditions of Use (this "Agreement") set forth the terms and conditions of your purchase and use of the IronPort hardware and software delivered with this Agreement (**the "Products"**). Please read this Agreement carefully before using the Products. If you do not agree with this Agreement, you may not use the Products. As used herein, "IronPort" refers to IronPort Systems, Inc., a Delaware corporation, and "Customer" refers to the company you represent. **In the event that Customer and IronPort have each signed a written agreement with respect to the Products (other than a "click-through" agreement related to third party software included with the Products), the terms and conditions of such executed agreement shall exclusively govern Customer's purchase and use of the Products and the following Agreement shall be null and void and of no force or effect.**

In the event of a conflict with respect to Governing Law and/or Venue between the terms of Terms and Conditions of Use and the terms of the Master Contract, the terms of the Master Contract will prevail.

1. **Embedded Software.** Subject to the terms and conditions of this Agreement, IronPort grants Customer a non-exclusive, non-transferable, non-sublicensable license to use the software contained on the Products (the "Software") in object code format solely for the internal business purposes of Customer. Customer will not (i) transfer, assign, copy, modify or distribute the Software or (ii) attempt to, or authorize any third party to, decompile, reverse engineer or otherwise attempt to gain access to the Software source code or unbundle any software embedded within or contained on the Products. Customer will not copy the Software or remove any copyright or trademark notices on the Software. Customer will not sell or transfer the Products containing Software to any third party unless Customer erases or removes the Software prior to such sale or transfer, except where IronPort has otherwise agreed in writing. Customer acknowledges that except for the license granted in this Section 1, IronPort retains all right, title and interest in and to the Software. Notwithstanding anything herein to the contrary, all references in this Agreement to the "purchase" or "sale" of Software will mean, with respect to all parts of such Software, the acquiring or granting, respectively, of a license to use such parts, and to exercise any other rights pertaining to such parts which are expressly set forth herein.

2. **Intellectual Property Rights.** Title to and ownership of the Software and any Product documentation, and any improvements or modifications thereof and all copyright, patent, trade secret, trademark and other intellectual property rights embodied in the Products, will at all times remain the property of IronPort.

3. **Disclaimer.** IRONPORT MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

4. **Limitation of Liability.** IN NO EVENT WILL IRONPORT OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE). IRONPORT'S TOTAL AND CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED BY CUSTOMER HEREUNDER WILL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR SUCH PRODUCTS. THE LIMITATIONS SET FORTH IN THIS SECTION 4 WILL APPLY EVEN IF IRONPORT OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

5. **Confidentiality.** Customer agrees to refrain from using IronPort's Confidential Information except as contemplated herein and to preserve the confidentiality of IronPort's Confidential Information. "Confidential Information" means all non-public information that is either designated as proprietary and/or confidential, or by the nature of the circumstances surrounding disclosure, should reasonably be understood to be confidential.

6. **Termination.** If either party breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach, the non-breaching party will have the right to terminate this Agreement at any time. Customer's breach of a payment obligation constitutes a default the date the payment is due and IronPort will have the right to terminate this Agreement immediately. The provisions of Section 2, 3, 4, 5, 6, 7, 8, 9 and 10 shall survive the termination of this Agreement

7. **Severability.** If any portion of this Agreement is held invalid, the parties agree that such invalidity will not affect the validity of the remaining portions of this Agreement.

8. **Export Control.** Customer acknowledges and agrees that the products purchased, and software licensed, under this Agreement may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder. Customer will not export or re-export any products purchased, or software licensed, under this Agreement into any country in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.

9. **Assignment/Entire Agreement.** Customer will not assign or transfer this Agreement or any rights or obligations under this Agreement, whether voluntary or by operation of law, without the prior written consent of IronPort. IronPort may assign or transfer all of part of this Agreement in its discretion. Any assignment or transfer of this Agreement made in contravention of the terms hereof will be null and void. Subject to the foregoing, this Agreement will be binding on and inure to the benefit of the parties' respective successors and permitted assigns. This Agreement supersedes all prior communications, transactions, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the Products. No modification, addition or deletion, or waiver of any of the terms and conditions of this Agreement will be binding on either party unless made in a non-preprinted agreement clearly understood by both parties to be a modification or waiver, and signed by a duly authorized representative of each party.

10. **Governing Law and Venue.** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, U.S.A., WITHOUT REGARD TO PROVISIONS ON THE CONFLICTS OF LAWS. THE PARTIES CONSENT TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, THE STATE AND FEDERAL COURTS WITHIN SAN MATEO COUNTY,
CALIFORNIA, U.S.A.

TechMall Washington State Department of Information Services

Updated 8/15/2011

Data Communication

Service Description

- Contact your TBS Consultant for more ideas on how to save money

Contractor List:

	Contract	Contact	Router	Switch	Wireless	CSU DSU	Other
ALCATEL Name Change from Alcatel to Alcatel-Lucent USA, Inc. Expires: 05/31/2012	Contract # T08-MST-887 Price Discounts Authorized Retailers	Scott M Mehal: scott.mehal@alcatel-lucent.com 5350 84th Place SE Mercer Island, WA 98040 Ph: (206)632-5030 Cell: (206)465-7453 Fax: (972)477-1216	Alcatel	Alcatel	Alcatel	Alcatel	Alcatel
BROCADE Brocade Expires: 05/31/2012 Formally Foundry	ARRA Contract # AR214 Pricing Brocade Resellers	Rich LeSueur 14751 Evening Side Drive Herriman, UT 84096 801-319-2956	Brocade	Brocade	Brocade	Brocade	Brocade
CISCO SYSTEMS Expires: 8/11/2014	Contract #T12-MST-642 Pricing Search **NOTE: Price Lists and Fulfillment Partners to publish soon.**	Lisanne Bunner Schliemann Channel Account Manager - WA & OR Sales / Channels lbunner@cisco.com lbunner@epage.cisco.com Phone:(425) 468-0925 Mobile: (206) 883-4439	Cisco	Cisco	Cisco		Cisco
ENTERASYS NETWORKS. Expires: 5/31/2012	ARRA Contract # T07-MST-791 Pricing Resellers	David Barry 50 Minuteman Road, Andover, MA 01810 Ph: 978-684-1668 fax: 978-684-1560 Mary Ellen Buzzelli Penn Center West 2, 4th Floor	Enterasys	Enterasys	Enterasys LAN/WAN	Enterasys	Enterasys

		Pittsburgh, PA 15276 Phone: (412) 787-4553					
Expires: 05/31/2012	Contract # T08-MST-888 Pricing Discounts Resellers	Tim Kodyra 3585 Monroe Street Santa Clara, CA 95051 Ph: 217-553-5569 Fax: 217-483-4600	Extreme	Extreme	Extreme	Extreme	Extreme
Hewlett Packard (formerly 3-Com) See Assignment Agreement to HP - Amendment 11-04 Expires: 05/31/2012	Contract # T07-MST-793 Pricing Authorized Retailers	Jane Lacy 103 Springshade Lane Canton, GA 30114 Phone: (678) 8807899	HP	HP	HP	HP	HP
Expires: 5/31/2012	Contract #AR-229 Pricing Resellers	Roxanne Bieniek 1194 North Mathilda Avenue, Sunnyvale, CA 94089, Ph: 978-589-0636	Juniper	Juniper	Juniper	Juniper	Juniper

More Information: