

January 29, 2019

Department of Administration
Purchasing Division
2019 Washington St E
Charleston, WV 25305

Attention: Melissa Pettrey
RE: AGO1900000004

Dear Ms. Pettrey:

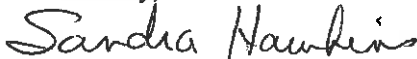
Verizon is pleased to submit its proposal for Cisco Firewalls and Ethernet Switches for the Attorney General's Office in response to RFQ AGO 1900000004.

Verizon is the undisputed network leader. In wireless, we offer the largest 4G LTE network in America and the nation's largest high-speed 3G network. For large businesses, Verizon is a global IP leader, operating one of the worlds' most connected public Internet backbone networks, delivering solutions that let customers securely connect, communicate and collaborate around the globe.

Verizon uses this power of integrated assets to create unique solutions that empower customers to personalize their communications to meet their particular needs. These customized solutions include cloud services, energy management, smart communities, connected homes, telemedicine, work-at-home applications and mobile commerce -- just to name a few.

Verizon commits to provide the services as described in this Proposal. I also give my personal commitment of service to the State of West Virginia. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia.

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com

NATURE OF PROPOSAL

This RFQ response is submitted to The Office of the West Virginia Attorney General (referred to herein as "Customer") by Verizon Business Network Services Inc. on behalf of its affiliate, Verizon Network Integration Corp. (individually and collectively referred to herein as "Verizon"). Verizon does not consider this RFQ response as legally binding to provide the Cisco Equipment and Smartnet maintenance until an agreement & WV-96A are signed and a mutual understanding is reached. Verizon does not take exception to the RFQ terms and conditions. However, as permitted in the WV Purchasing Division's Procedures Handbook, Section 7.2.19, Verizon also submits additional industry-specific terms and conditions reflected in Verizon's Business Service Agreement, which is incorporated and included in Verizon's response. Verizon is also willing to sign a WV-96A and understands Verizon's terms and conditions are in the last order of precedence and shall not supersede the WV-96 terms and conditions where a conflict arises.

RECEIVED

2019 JAN 29 PM 12:45

WV PURCHASING
DIVISION



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 27 - Miscellaneous

Proc Folder: 531936

Doc Description: Addendum No. 1 Cisco. or Equal Firewalls and Ethernet Sw

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-01-17	2019-01-29 13:30:00	CRFQ 1500 AGO1900000004	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

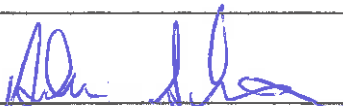
VENDOR

Vendor Name, Address and Telephone Number:

Verizon Network Integration Corp
 4700 MacCorkle Av SE
 Charleston, WV 25304
 304-356-3395

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X  FEIN # 23-2743964 DATE 1/28/2019

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No. 1

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

Central Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of The Office of the West Virginia Attorney General to establish a contract for the one time purchase of four (4) Cisco Next-Generation or equal Firewalls, four (4) Cisco or equal 10Gb Ethernet Switches, accessories, support, and warranty per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO		SHIP TO	
ATTORNEY GENERAL'S OFFICE 1900 KANAWHA BLVD E		ATTORNEY GENERALS OFFICE 1900 KANAWHA BLVD E	
CHARLESTON	WV25305	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Please see the attached Exhibit A Pricing Page	0.00000			158,521.38

Comm Code	Manufacturer	Specification	Model #
43222501			

Extended Description :

Per Specifications in 4.1 of CRQS1900000004

AGO1900000004	Document Phase Draft	Document Description Addendum No. 1 Cisco, or Equal Firewalls and Ethernet Sw	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: AGO1900000004
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as AGO1900000004 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To publish agency responses to vendor questions.
2. Bid opening remains 01/29/2019 @ 1:30 P.M. EDT

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ AGO 1900000004
Vendor Q&A

Q1. I wanted to ask if the department would accept other vendors besides Cisco for this Bid?

A1. Other vendors will be accepted as long as all specifications are met.

Q2. Are these Cisco Firewalls going to be installed in the same location?

A2. No, each firewall will be installed at a different location. Two will be installed at two different locations in Charleston, WV. One will be installed in Sutton, WV and one will be installed in Martinsburg, WV.

Q3. Per the solicitation listed in the subject of this email, the RFQ specifies that the firewall solution must be a 1RU appliance. Is that mandatory?

A3. Yes, that is a mandatory requirement to meet our rack space requirements.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AGO1900000004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Verizon Network Integration Corp

Company



Authorized Signature

1/22/2019

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



Purchasing Division
 2019 Washington Street East
 Post Office Box 50190
 Charleston, WV 25304-0190

State of West Virginia
 Request for Quotation
 27 - Miscellaneous

Proc Folder: 531936

Doc Description: Cisco, or Equal Firewalls and Ethernet Switches,

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
2018-01-11	2019-01-29 13:30:00	CRFQ 1500 AGO1900000004	1

BID RECEIPT LOCATION
 BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR
 Vendor Name, Address and Telephone Number:
 Verizon Network Integration Corp
 4700 MacCorkle Av SE
 Charleston, WV 25304
 304-356-3395

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X  FEN# 23-2743964 DATE 1/28/2019

All offers subject to all terms and conditions contained in this solicitation.

Central Request for Quotation

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ATTORNEY GENERAL'S OFFICE 1900 KANAWHA BLVD E CHARLESTON WV25305 US		ATTORNEY GENERAL'S OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	
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AGO1900000004	Document Phase Draft	Document Description Cisco, or Equal Firewalls and Ethernet Switches.	Page 3
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ADDITIONAL TERMS AND CONDITIONS

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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 01/17/2019 @ 10:00 A.M. EDT

Submit Questions to: Melissa Pettrey, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: melissa.k.pettrey@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER: Melissa Pettrey

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 01/29/2019 @ 1:30 P.M. EDT

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: **Initial Contract Term:** This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

Verizon Response: Verizon's preferred payment options are 1) electronic Automated Clearing House (ACH) payment; 2) electronic bank account Wire Transfer; or 3) paper check payment. Both electronic payment options can be set up through the customer's account on Verizon's online billing portal, the VEC.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/08/2018

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Sandra Hawkins, Senior Client Partner

(Name, Title)

Sandra Hawkins, Senior Client Partner

(Printed Name and Title)

4700 MacCorkle Av SE., Charleston, WV 25304

(Address)

304-356-3395/3043563590

(Phone Number) / (Fax Number)

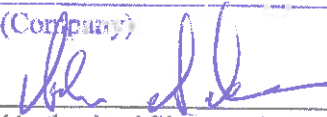
sandra.k.hawkins@verizon.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Verizon Network Integration Corp

(Company)

 Sr. Mgr

(Authorized Signature) (Representative Name, Title)

Adam S. Davis Sr. Mgr

(Printed Name and Title of Authorized Representative)

1/28/2019

(Date)

304-356-3395/304-356-3590

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ AGO1900C0004
Cisco or Equal Firewalls, Ethernet Switches, Accessories and Support

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The Office of the West Virginia Attorney General to establish a contract for the one time purchase of four (4) Cisco Next-Generation or equal Firewalls, four (4) Cisco or equal 10Gb Ethernet Switches, accessories, support, and warranty.

Current Operating Environment:

The Agency currently owns two (2) Cisco ASA Firewall 5515X and two (2) Cisco ASA Firewall 5512X. Agency wishes to replace current ASA Firewalls with four (4) new Firewalls as described in these specifications. Agency also wishes to purchase four (4) 10Gb Ethernet Switches as a new purchase for the Agency. All items and parts bid must be in brand new condition. Installation services will not be required, but remote setup and configuration will be required for the Firewalls. Remote support needed will include assistance with migrating the configuration from the existing ASA units to the new firewalls, specifically any and all firewall rules and VPN settings. Remote support will also include any needed assistance with installation and configuration of the Cisco FireSIGHT software or equal. Two days of remote professional services are being required in this solicitation to cover any needed migration and configuration assistance.

IF BIDDING AN ALTERNATE, VENDOR SHOULD INCLUDE A DATA SHEET ON THE BID ITEM(S). THE AGENCY RESERVES THE RIGHT TO REQUEST THIS INFORMATION FOR EVALUATION PURPOSES.

ANY ITEM BID OR RECEIVED THAT DOES NOT MEET THE MANDATORY SPECIFICATIONS WILL BE DISQUALIFIED OR RETURNED AT NO COST TO THE AGENCY.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1** "1U" stands for one rack mount unit.
 - 2.2** "10GBASE-SR" is a part of a group of computer networking technologies for transmitting Ethernet frames at a rate of 10 gigabits per second (10×10⁹ or 10 billion bits per second.) SR stands for Short Range.
 - 2.3** "ASA" stands for Adaptive Security Appliance.
 - 2.4** "BPDU" stands for Bridge protocol data unit.

REQUEST FOR QUOTATION
CRFQ AGO1960000004
Cisco or Equal Firewalls, Ethernet Switches, Accessories and Support

- 2.5 “**Contract Item**” means Firewalls, 10Gb Ethernet Switches, accessories, support, and warranty as more fully described by these specifications. See Exhibit A pricing page for a list of components, Exhibit B for rack specifications, and Exhibit C for plug specifications.
- 2.6 “**EIA**” stands for Electronic Industries Association.
- 2.7 “**Gb**” stands for Gigabit.
- 2.8 “**Gbps**” stands for Gigabits per Second.
- 2.9 “**Hyper-V**” stands for Microsoft’s Native Hypervisor.
- 2.10 “**IEEE 802.1Q**” is the networking standard that supports virtual LANs (VLANs) on an Ethernet network. The standard defines a system of VLAN tagging for Ethernet frames and the accompanying procedures to be used by bridges and switches in handling such frames.
- 2.11 “**IPS**” stands for Intrusion Prevention System.
- 2.12 “**IDS**” stands for Intrusion Detection System.
- 2.13 “**LAN**” stands for Local Area Network.
- 2.14 “**LC**” stands for Lucent Connector.
- 2.15 “**NEMA**” stands for National Electrical Manufacturers Association.
- 2.16 “**PCIe**” stands for Peripheral Component Interconnect Express which is a term describing a high-speed serial computer expansion bus.
- 2.17 “**Pricing Page**” means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items in the manner requested.
- 2.18 “**PVST**” stands for Per-VLAN Spanning Tree.
- 2.19 “**PVRST+**” stands for Rapid Per-VLAN Spanning Tree Plus.
- 2.20 “**RAID**” stands for redundant array of independent disks.

REQUEST FOR QUOTATION
CRFQ AGO1900000604
Cisco or Equal Firewalls, Ethernet Switches, Accessories and Support

- 2.21** “RJ-45” stands for the standard eight position eight contact connector used to terminate Ethernet cables.
- 2.22** “RMU” stands for rack mount unit.
- 2.23** “RU” stands for rack unit.
- 2.24** “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.25** “SFP” stands for Small Form-factor Pluggable
- 2.26** “SFP +” is an enhanced small form-factor pluggable transceiver capable of data rates up to 16Gbps.
- 2.27** “SSHv2” stands for secure shell version 2.
- 2.28** “TELNET” is a network protocol that allows a user on one computer to log onto another computer that is part of the same network.
- 2.29** “TFTP” stands for Trivial File Transfer Protocol.
- 2.30** “Throughput” is the amount of material or items passing through a system.
- 2.31** “VLAN” stands for Virtual Local Area Network.
- 2.32** “WAN” stands for Wide Area Network.
- 3. QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
- 3.1** Vendor must be an approved reseller of the brand of equipment they are proposing.
- 3.2** Vendor should supply certificate of reseller license along their submitted bid response. This documentation will be required before award of a Purchase Order.
- 4. GENERAL REQUIREMENTS:**
- 4.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

REQUEST FOR QUOTATION
CRFQ AGO1900000204
Cisco or Equal Firewalls, Ethernet Switches, Accessories and Support

- 4.1.1 Vendor must provide Four (4) Cisco Firepower 2110 Next-Generation Firewall or equal with hardware, warranty, and support meeting the following specifications:**
- 4.1.1.1 Each Firewall must have at least one WAN-side Ethernet RJ-45 connector capable of at least 1Gbps and at least one LAN-side Ethernet RJ-45 connector capable of at least 1Gbps.**
 - 4.1.1.2 Each Firewall must have at least one RJ-45 console port.**
 - 4.1.1.3 Each Firewall must be no more than 1RU in height. See Exhibit B for EIA-310 specification.**
 - 4.1.1.4 Each Firewall must include rackmount hardware and any additional accessories needed for mounting the unit.**
 - 4.1.1.5 Each Firewall must be able to back up configuration to external source via TFTP or similar protocol.**
 - 4.1.1.6 Each Firewall must include IPS and IDS functionality including at least three (3) years of any necessary subscriptions or licenses.**
 - 4.1.1.7 Each Firewall must have throughput of at least 1Gbps and must have IPS throughput of at least 1Gbps.**
 - 4.1.1.8 Each Firewall must include NEMA 5-15 power plugs. Please see exhibit C.**
 - 4.1.1.9 Each Firewall must be compatible with existing agency owned 25 Cisco AnyConnect licenses. At least one of the ASA Firewalls must include any additional licensing or software necessary to allow existing L-AC-APX-LIC Cisco AnyConnect Apex licenses for 25 users to connect to the ASA Firewall. Existing AnyConnect licenses PAK number is 7511J56F9E3.**
 - 4.1.1.10 Each Firewall must natively support SSHv2.**

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- 4.1.1.11 Each Firewall must be capable of disabling telnet, if telnet is supported.
- 4.1.1.12 Each Firewall must be new and genuine. Vendor must be manufacturer certified resellers of the equipment they are proposing. Refurbished or secondary market equipment will not be accepted. See 3.2 for certificate requirements.
- 4.1.1.13 Each Firewall must come from a vendor positioned in the leader tier of Gartner's 2018 Magic Quadrant for Enterprise Network Firewalls.
- 4.1.1.14 Vendors submitting equivalent brand must include information and specifications regarding the brand with their bid.
- 4.1.1.15 Manufacturer must provide at least three years of licensing, at least three years of support and at least a three year warranty for each Firewall.
 - 4.1.1.15.1 Manufacturer must provide dedicated representatives in technical support, offering toll-free access and e-mail contact references.
 - 4.1.1.15.2 Manufacturer must provide direct, technical access 24x7x365 to support each Firewall.
 - 4.1.1.15.3 Vendor must include SMARTnet 8x5xNBD or equal support. This level of support must provide access to all major and maintenance releases to software, support from the Cisco TAC (Technical Assistance Center) and subject to fault identification by Cisco (during working hours week days 9am to 5pm) replacement hardware delivered the next business day.
 - 4.1.1.15.3.1 SMARTnet or equal must provide access to Cisco.com knowledge base and tools or equal.

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- 4.1.1.15.3.2** SMARTnet or equal must have ongoing operating system software updates and upgrades supplied directly by the Original Equipment Manufacturer.
- 4.1.1.15.3.3** SMARTnet or equal must have proactive diagnostics and real-time alerts.
- 4.1.1.15.3.4** SMARTnet or equal must include providing online documents and tools to help troubleshoot and resolve technical issues. Agency must have the option of opening support cases both online and via phone.
- 4.1.1.15.4** Manufacturer's warranty for each Firewall must be on-site and for a period of no less than three (3) years.
- 4.1.1.16** All four Firewall devices must be able to be monitored from one central location. Any necessary software and/or hardware needed to accomplish central monitoring must be included in the bid. Preferably this will be a virtual machine compatible with Agency's existing Microsoft Windows Server 2016 Hyper-V infrastructure.

 - 4.1.1.16.1** Vendor must provide One Cisco FireSIGHT license or equal to support all four Firewall devices in this bid.
 - 4.1.1.16.2** The FireSIGHT license or equal must include the capability of generating alerts.

 - 4.1.1.16.2.1** Vendor must assist Agency in configuring alerts to perform as desired by the Agency.
 - 4.1.1.16.2.2** Alerts must able to be sent by email to one or more email addresses provided by the Agency.

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- 4.1.1.16.2.3** If any additional software is required to meet specification 4.1.1.16 it must be included in the bid total.
- 4.1.1.16.3** Vendor must provide at least three years of Support for the Cisco FireSIGHT license or equal.
- 4.1.1.16.3.1** Agency must have ongoing operating system software updates and upgrades supplied directly by the Original Equipment Manufacturer.
- 4.1.1.16.3.2** Support must include providing online documents and tools to help troubleshoot and resolve technical issues. Agency must have the option of opening support cases both online and via phone.
- 4.1.1.16.3.3** Support must include access to Cisco technical experts or equal and online resources 24 hours a day, 365 days a year.
- 4.1.1.16.3.4** Support must be for a period of at least three years.
- 4.1.1.17** Vendor must provide up to two days of remote professional services to aid in initialization and configuration of Firewalls and migration from existing Firewalls as described in Section 1 Current Operating Environment.
- 4.1.1.17.1** No installation services are required, but remote professional services for setup and configuration will be required. Remote support needed will include assistance with migrating the configuration from the existing ASA units to the new firewalls, specifically any and all firewall rules and VPN settings.

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- 4.1.1.17.2** Remote support will also include any needed assistance with installation and configuration of the Cisco FireSIGHT software or equal.
- 4.1.1.18** Total components and quantities for the Firewalls, including licensing and support, monitoring capabilities, and professional services must include the parts listed below and on the Exhibit A pricing page or equal:
- 4.1.1.18.1** Quantity Four FPR2110-NGFW-K9 Cisco FirePOWER 2110 NGFW-Firewall or equal
- 4.1.1.18.2** Quantity Four L-FPR2110T-TMC-3Y Cisco Threat Defense Threat and Malware subscription license or equal for three years
- 4.1.1.18.3** Quantity Four CON-3SNT-FPR21FWN Three year Cisco SMARTnet extended service agreement or equal
- 4.1.1.18.4** Quantity One FS-VMW-10-SW-K9 Cisco FireSIGHT Management Center Virtual Appliance Licenses or equal
- 4.1.1.18.5** Quantity One Cisco Software Support Service or equal for three years
- 4.1.1.18.6** Quantity Two Days of remote professional services for initialization, configuration, and migration of ASA Firewalls
- 4.1.2** Vendor must provide Four (4) Network Switches Cisco Catalyst WS-C3850-24XS-S or equal including hardware, warranty, and support meeting the following specifications:
- 4.1.2.1** Each Network Switch must be compatible with the Agency's existing 1 Gbps and 10Gbps network connections via existing Cisco 3750X switches.

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- 4.1.2.2** Each Network Switch must have at least twelve active SFP+ ports compatible with 10Gb transceivers.
- 4.1.2.3** Each Network Switch must have at least one RJ-45 console port.
- 4.1.2.4** Each Network Switch must be no more than 1RU in height. See Exhibit B for EIA-310 specification.
- 4.1.2.5** Each Network Switch must include rackmount hardware and any additional accessories needed for mounting the unit.
- 4.1.2.6** Each Network Switch must be able to back up configuration to external source via TFTP or similar protocol.
- 4.1.2.7** Each Network Switch must include NEMA 5-15 power plugs. See Exhibit C.
- 4.1.2.8** Each Network Switch must be stackable in pairs and include any necessary hardware and software to accomplish stackability.
- 4.1.2.9** Each Network Switch must come with a Cisco Stackwise-480 cable or equal.
- 4.1.2.10** Each Network Switch must natively support SSHv2.
- 4.1.2.11** Each Network Switch must be capable of disabling telnet, if telnet is supported.
- 4.1.2.12** Each Network Switch must support PVST and PVRST+ protocols.
- 4.1.2.13** Each Network Switch must support IEEE 802.1Q encapsulation.
- 4.1.2.14** Each Network Switch must support trunk connections.
- 4.1.2.15** Each Network Switch must support native VLAN on any trunk connections.

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- 4.1.2.16** Each Network Switch must support at least fifteen VLANs.
- 4.1.2.17** Each Network Switch must support changing the default VLAN.
- 4.1.2.18** Each Network Switch must support BPDU Protection.
- 4.1.2.19** Each Network Switch must have a switching capacity of at least 640 Gbps.
- 4.1.2.20** Each Network Switch must have a stacking bandwidth of at least 480 Gbps.
- 4.1.2.21** Each Network Switch must be new and genuine. Vendor must be manufacturer certified resellers of the equipment they are proposing. Refurbished or secondary market equipment will not be accepted. See 3.2 for certificate requirements.
- 4.1.2.22** Each Network Switch must come from a vendor positioned in the leader tier in Gartner's 2018 Magic Quadrant for the Wired and Wireless LAN Access Infrastructure.
- 4.1.2.23** Vendors submitting equivalent brand must include information and specifications regarding the brand with their bid.
- 4.1.2.24** Vendor must provide at least three years of support and at least a three year warranty for each Network Switch.
 - 4.1.2.24.1** Manufacturer must provide dedicated representatives in technical support, offering toll-free access and e-mail contact references.
 - 4.1.2.24.2** Manufacturer must provide direct, technical access 24x7x365 to support each Network Switch.
 - 4.1.2.24.3** Vendor must include SMARTnet 8x5xNBD or equal support. This level of support provides access to all

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major and maintenance releases to software, support from the Cisco TAC (Technical Assistance Center) and subject to fault identification by Cisco (during working hours week days 9am to 5pm) replacement hardware delivered the next business day.

4.1.2.24.3.1 SMARTnet or equal must provide access to Cisco.com knowledge base and tools or equal.

4.1.2.24.3.2 SMARTnet or equal must have ongoing operating system software updates and upgrades supplied directly by the Original Equipment Manufacturer.

4.1.2.24.3.3 SMARTnet or must have proactive diagnostics and real-time alerts.

4.1.2.24.3.4 SMARTnet or equal must include providing online documents and tools to help troubleshoot and resolve technical issues. Agency must have the option of opening support cases both online and via phone.

4.1.2.24.4 Manufacturer's warranty for each Network Switch must be on-site and for a period of no less than three (3) years.

4.1.2.25 Network Switches including support, must include the parts listed below and on the Exhibit A pricing page or equal:

4.1.2.25.1 Quantity Four WS-C3850-24XS-S Cisco Catalyst Network Switches or equal.

4.1.2.25.2 Quantity Four CON-3SNT-WSCX3852 three years Cisco SMARTnet or equal.

4.1.3 Vendor must provide Twenty Eight (28) 10GBASE-SR SFP+ modules and Twenty Eight (28) cables meeting the following specifications:

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4.1.3.1 SFP+ modules must be compatible with each Network Switch bid with this solicitation.

4.1.3.2 SFP+ module must be capable of 10 Gbps connection to an Ethernet Network

4.1.3.3 Each SFP+ module must have an LC connector and be compatible with multi-mode cable

4.1.3.4 Vendor must provide twenty eight 1 meter LC to LC multi-mode OM4 patch cables.

4.1.3.4.1 Each cable must be compatible with the SFP+ modules bid on this solicitation.

4.1.3.5 SFP+ modules and cables must include the parts listed below and on the Exhibit A pricing page or equal:

4.1.3.5.1 Quantity Twenty Eight SFP-10G-SR-S Cisco 10GBASE-SR SFP+ modules or equal.

4.1.3.5.2 Quantity Twenty Eight 1 meter LC to LC multi-mode OM4 patch cables.

4.1.4 Alternative 'Or Equal' Submission

4.1.4.1 Vendor will assume any costs related to any required installation of new software, additional hardware and/or training related to the alternate submission.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the

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Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Exhibit A pricing page by entering a unit cost and extended cost for each line on Exhibit A. A total bid amount should be entered at the bottom of the extended cost column. Total pricing should be entered electronically in wvOASIS on commodity line 1 or entered in the Total Bid Amount line on the Exhibit A pricing page if the bid is being hand delivered. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation .

5.2.1 Vendor should provide with their bid a copy of any and all Software/Hardware Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. This information will be required before a Purchase Order is issued.

5.2.2 Vendor should provide with their bid a copy of any and all Maintenance Terms and Conditions or licenses that the State of West Virginia or the Agency will be required to agree to or accept as a part of this solicitation. This information will be required before a Purchase Order is issued.

5.2.3 If the vendor is bidding alternate parts, they should be entered into Exhibit A under the Alternate part number column. Failure to properly and fully complete the Exhibit A pricing page may be grounds for the disqualification of your bid. Vendor should provide any product brochures with their submitted bid response. Product brochures and a properly completed Exhibit A may be required before award of the contract.

6. PAYMENT:

6.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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7. DELIVERY AND RETURN:

7.1 Shipment and Delivery: Vendor shall deliver the Contract Items within fifteen (15) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 1900 Kanawha Blvd, East Building 1, Room E26, Charleston, WV 25305.

7.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

7.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

7.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

7.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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8 VENDOR DEFAULT:

8.1 The following shall be considered a vendor default under this Contract.

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

Exhibit A Pricing Page
CRFQ AGO1900000004

Specification number	Product Number	Description	Alternate Part # and Description of or equal Products	Unit of Measure	QTY	Unit Cost	Extended Cost
4.1.1 ASA Firewalls							
4.1.1.18.1	FPR2110-NGFW-K9 or equal	Cisco FirePOWER 2110 NGFW-Firewall or equal		ea	4	5,388.13	21,552.52
4.1.1.18.2	L-FPR2110T-TMC-3Y or equal	Cisco Threat Defense Threat and Malware subscription three year license or equal		ea	4	6,596.11	26,384.44
4.1.1.18.3	CON-3SNT-FPR21FWN or equal	Three year Cisco SMARTnet extended service agreement or equal	CON-SSSNT-FPR21FWN	ea	4	3,263.85	13,055.40
4.1.1.18.4	FS-VMW-10-SW-K9 or equal	Cisco FireSIGHT Management Center Virtual Appliance License or equal for 10 devices		ea	1	980.10	980.10
4.1.1.18.5		Cisco Software Support- service 24x7-maintenance-electronic service or equal for three years	CON-ECMUSVMWSW10	ea	1	1,271.64	1,271.64
4.1.1.18.6		Remote professional services for initialization, configuration, and migration of ASA Firewalls		days	2	1,902.24	3,804.48
4.1.2 Network Switches							
4.1.2.25.1	WS-C3850-24XS-S or equal	Cisco Catalyst Network Switches or equal	Includes: WS-C3850-24XS-S; STACK-T1-50CM; CAB-SPWR-30CM; C3850XS-DNA-L-A-3Y	ea	4	15,914.90	63,659.60
4.1.2.25.2	CON-3SNT-WSCX3852 or equal	Three years Cisco SMARTnet 8x5xNBD or equal	CON-SSSNT-WSCX3852	ea	4	4,310.31	17,241.24
4.1.3 SFP+ modules and cables							
4.1.3.5.1	SFP-10G-SR-S or equal	Cisco 10GBASE-SR SFP+ modules or equal		ea	28	343.04	9,605.12
4.1.3.5.2		1 m LC/LC multimode OM4 patch cables		ea	28	34.53	966.84
						TOTAL BID AMOUNT	158,521.38

Vendor Name: VNIC

Address: 4700 MacCorkle Avenue, Southeast
 Charleston, WV 25304

Telephone: 304.356.3395



CRFQ AGO1900000004, Pricing Page Clarifications

Section 4.1.1.18.3: The part number provided (CON-SSSNT-FPR21FWN); Cisco Solution Support is inclusive of SmartNet Total Care and supersedes simple SmartNet Total Care

Section 4.1.1.18.5: The part number provided (CON-ECMUSVMWSW10) or Cisco Software maintenance includes upgrades. It is separate and distinct from SSSNT & SmartNet.

Section 4.1.2.25.1: The part number provided (WS-C3850-24XS-S) includes the following items:

- STACK-T1-50CM;
- CAB-SPWR-30CM;
- C3850XS-DNA-L-A-3Y

Section 4.1.2.25.2: The part number provided (CON-SSSNT-WSCX3852); Cisco Solution Support is inclusive of SmartNet Total Care and supersedes simple SmartNet Total Care.

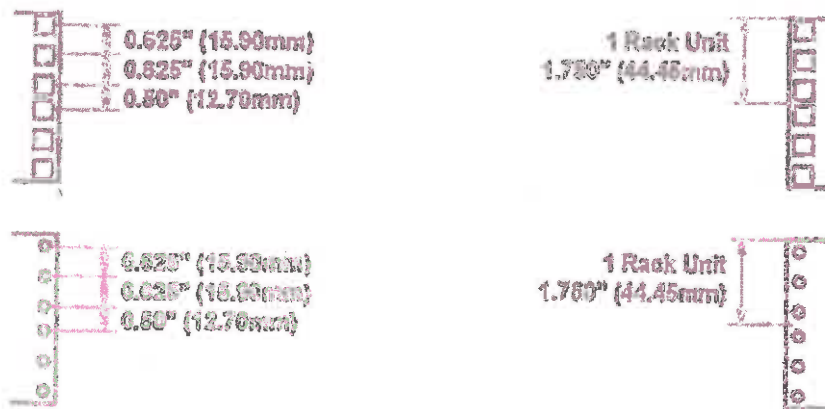
Section 4.1.1.18.6: Remote Professional Services is priced at 2 days as requested; this is equal to 16 hours.

Exhibit B: RMU 19 inch EIA-310 specification

EIA: EIA stands for the Electronic Industries Association.

Overview: EIA-310 is a specification called the standard rack. This specification standardizes several important features of 19" racks, such as the rack unit, vertical hole spacing, horizontal hole spacing, rack opening and front panel width. The specification also sets tolerances on each of these dimensions.

Vertical Hole Spacing: Vertical hole spacing is defined as a repeating pattern of holes within one Rack Unit of 1.75". The hole spacing alternated at: 1/2" – 5/8" – 5/8" and repeats. The start and stop of the "U" space is in the middle of the 1/2" spaced holes. See the diagram below:



Horizontal Spacing: The horizontal spacing of the vertical rows of holes is specified by EIA-310 at 18 5/16" (18.312)(465.1 mm)



Exhibit B: RMU 19 inch EIA-310 specification

Rack Opening: The opening in the rack is specified as a minimum of 17.72" (450mm).



Front Panel Width: The only dimension on a 19" rack that actually measures 19" is the width of the front panel of equipment.

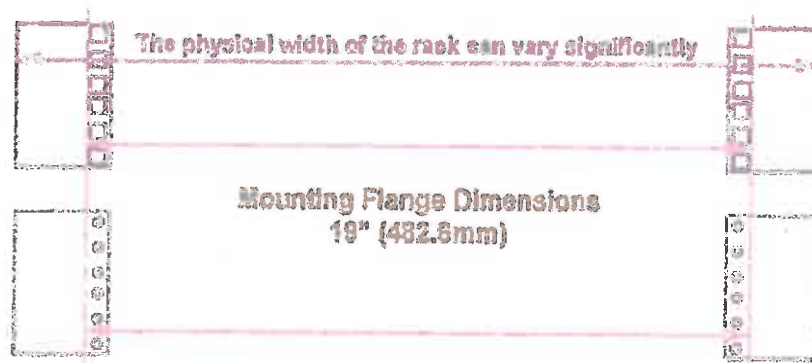
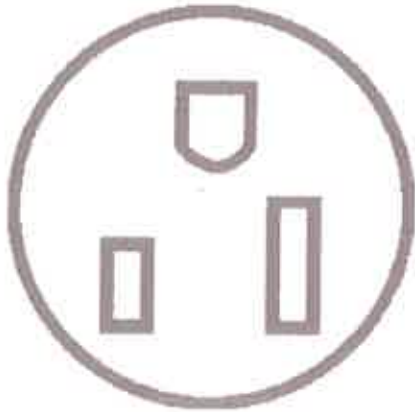


Exhibit C: NEMA 5-15

NEMA 5-15- is a straight blade configuration, 2 pole, 3 wire grounding



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, pensity, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Verizon Network Integration Corp

Authorized Signature: [Signature]

Date: 1/28/2019

State of Oklahoma

County of Tulsa, to-wit:

Taken, subscribed, and sworn to before me this 28 day of January, 2019.

My Commission expires February 18, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)

LEIGH ANN GARCIA
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES FEB. 18, 2022
COMMISSION #10001388

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AGO1900000004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Verizon Network Integration Corp

Company

Authorized Signature

Date

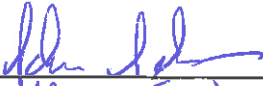
NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

VERIZON BUSINESS SERVICE AGREEMENT

Verizon Business Network Services Inc. on behalf of
Verizon Network Integration Corp.
One Verizon Way
Basking Ridge, NJ 07920

By: _____
Name: _____
Title: _____
Date: _____

State of West Virginia ("Customer")
Address:

By: 
Name: Adam S. Davis
Title: Sr. Mgr
Date: 1/28/2019

TERMS AND CONDITIONS

This Verizon Business Service Agreement ("Agreement") is made by and between "Verizon," which refers to Verizon Business Network Services Inc., on behalf of **Verizon Network Integration Corp.** and any other Verizon affiliates identified in applicable service attachments or the Guide (individually and collectively), and Customer. This Agreement is binding upon execution by the parties named above. The pricing in this Agreement is effective the first day of the second full billing cycle following execution and delivery of this Agreement by Customer to Verizon, except where a Service Attachment indicates otherwise for a particular service ("Effective Date"). Pricing and/or promotional benefits in this Agreement may not be available if it is signed and delivered to Verizon after the dates, if any, set forth in attachments or exhibits to this Agreement.

Customer Consent to Use of CPNI (Not Applicable to Arizona Customers). In order to better serve Customer by offering additional products and services, Verizon, Verizon Wireless and their affiliates (the "Verizon Companies") may need to use and share certain Customer information as described herein. The Federal Communications Commission ("FCC") and various states require the Verizon Companies to protect information relating to the quantity, technical configuration, type, destination, location, and amount of use of their customers' telecommunications and interconnected VoIP services purchased from the Verizon Companies, and related local and toll billing information ("CPNI"). The Verizon Companies acknowledge that, under law, they have a duty to protect, and Customer has a right to protection of, the confidentiality of CPNI. By signing this Agreement, Customer grants the Verizon Companies permission to use, to permit access to, and to disclose Customer's CPNI and other Confidential Information among the Verizon Companies and to their agents, contractors and partners, solely so they can offer Customer their current and future products and services. Customer represents that it has the authority to consent, and does consent, on behalf of its current and future affiliates that receive services and products from the Verizon Companies, that the Verizon Companies may use, disclose, and permit access to CPNI and Confidential Information as stated above; and may disclose CPNI and Confidential Information of any affiliate participating hereunder to Customer upon Customer's request. Customer may withdraw or limit its consent at any time via email at cpni-notices@verizon.com. This is the only way to withdraw consent for the Verizon Companies' use and sharing of Customer's CPNI and Confidential Information, as described above, and all other notices and elections for consenting or withdrawing consent are superseded by this notice and consent. Customer's consent will remain valid until Verizon receives a notice withdrawing consent. Withdrawal or limitation of consent will not affect the provision of services to Customer.

ILECS and Verizon Wireless. The Terms and Conditions below do not apply to Services provided by Verizon incumbent local exchange carriers ("ILECs") or by Celco Partnership and its affiliates d/b/a Verizon Wireless ("Verizon Wireless"), which are governed solely by the Service Attachments for such Services and, in the case of ILEC Services, applicable Tariffs (defined below). A Verizon Wireless Service Attachment becomes a part of this Agreement only once it is executed by Verizon Wireless and the Customer.

1. **Services.** Verizon will provide the products and services ("Services") in the Service Attachments. Each Verizon entity contracting under this Agreement is only responsible for the performance of its Services as set forth in this Agreement and the relevant Service Attachment(s), and is not responsible for performance of any other entity's obligations thereunder.

2. **Term and Survival.** The "Initial Term" begins on the Effective Date and ends upon the completion of twelve (12) months, at which time the Agreement is automatically extended ("Extended Term") on a month-to-month basis until either party terminates it upon 60 days prior written notice. The terms of this Agreement will continue to apply during any service-specific commitments that extend beyond the Term. "Term" means the Initial Term and Extended Term.

3. **Tariff and Guide.** Verizon's provision of Services to Customer will be governed by Verizon's international, interstate and state tariffs ("Tariff(s)"), its "Service Publication and Price Guide" ("Guide") at www.verizonbusiness.com/guide, and this Agreement. This Agreement incorporates by reference the terms of each Tariff and the Guide. Verizon may modify the Guide from time to time, and any modification will be binding upon Customer, as provided in the Guide. Customer may enroll to receive email notifications of Guide changes at <http://www.verizonbusiness.com/guide/subscriptions>. If a conflict arises,

the order of precedence is: (i) Tariffs to the extent applicable (ii) this Agreement (excluding the Guide and Tariffs), and (iii) the Guide. Among the provisions of the Agreement, the order of precedence is: (i) Service Attachments, and (ii) these Terms and Conditions. If Verizon makes any changes to the Guide (other than to Governmental Charges) that affect Customer in a material and adverse manner, Customer may discontinue the affected Service without liability by providing Verizon with written notice of discontinuance within 60 days of the date the change is posted on the above website, unless within 60 days of receiving Customer's discontinuance notice, Verizon agrees to remove the material adverse effect on Customer. If a Service is discontinued, Customer's AVC (defined below), will be reduced, as appropriate, to accommodate the discontinuance.

4. **Rates and Charges; Governmental Charges; Taxes.** Customer agrees to pay the rates and charges specified in this Agreement. If Customer purchases any services after the expiration of the Term, Customer shall pay Verizon's standard rates for those services, as set forth in the Guide or Tariffs. "Standard" rates and charges means the Verizon Business Services pricing plan ("VBS III"), where applicable. Except where expressly stated otherwise for a particular service, (a) all rates and charges are subject to change and "fixed" rates may be decreased at any time, (b) Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise), and (c) the rates and charges set forth in this Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, charges imposed by a third party other than Verizon, on-site installation, Governmental Charges (defined below), network application fees, customer premises equipment or extended wiring to or at Customer premises. Verizon may give Customer notice of such changes in rates or charges by posting them on the Guide, by invoice message, or by other reasonable means. Verizon may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). All charges are exclusive of applicable Taxes (as defined in the Guide).

5. **Annual Volume Commitment.** Customer agrees to pay Verizon no less than Zero Dollars (\$.00) in Total Service Charges (defined below) in each twelve-month period during the Initial Term ("Contract Year"), which is the annual volume commitment ("AVC"). "Total Service Charges" means all charges, after application of all discounts and credits, incurred by Customer for Services provided under this Agreement, excluding Taxes, Governmental Charges, equipment, Verizon ILEC, Verizon Wireless, non-recurring, goods and services acquired by Verizon as Customer's agent, international access that is passed-through (Type 3/PTT) or provided by Verizon (Type 1) and other charges expressly excluded by this Agreement.

6. **Underutilization and Early Termination Charges.** If Customer's Total Service Charges do not reach the AVC in any Contract Year during the Term, Customer shall pay an "Underutilization Charge" equal to 0% of the unmet AVC. If: (a) Customer terminates this Agreement before the end of the Term for reasons other than Cause; or (b) Verizon terminates this Agreement for Cause pursuant to the Section entitled "Termination; Disconnection Notice," then Customer will pay, within thirty (30) days after such termination: (i) an amount equal to 0% of the unsatisfied AVC remaining during the year of termination, and for each subsequent Contract Year remaining in the Term, plus (ii) a pro rata portion of any and all credits received by Customer.

7. **Payment.** Customer will pay all Verizon charges (except Disputed amounts) within 30 days of invoice date. Customer will pay a late payment charge on any amount not paid or Disputed within such 30 days, equal to the lesser of: (a) 1.5% per month, or (b) the maximum amount allowed by applicable law. If Customer's account(s) reflect a credit balance, Customer must designate, in writing, within such 30 days the account(s) and charges to which such credit balances are to be applied; Verizon may elect to apply any undesignated credit balance(s) to the account(s) with the oldest unpaid charges. For the avoidance of doubt, the foregoing credit balances will only be applied to accounts for the same Customer entity. A "Disputed" amount is one for which Customer has given Verizon written notice, adequately supported by bona fide explanation and documentation. Any invoiced amount not Disputed within 6 months of the invoice date is deemed correct and binding on Customer. Customer is liable for all fees and expenses, including attorney's fees, reasonably incurred by Verizon in attempting to collect any charges owed under this Agreement.

8. **Termination; Disconnection Notice.** Either party may terminate this Agreement for Cause (excluding Verizon ILEC or Verizon Wireless Services, which are governed by the applicable Service Attachments). "Cause" means (a) Customer's failure to pay any invoice (excluding Disputed amounts) within 10 days of receiving notice that payment is overdue, or (b) for all other matters, breach by a party of a material provision of this Agreement that the breaching party has not cured within 30 days of receiving notice from the non-breaching party. Verizon may interrupt Service without notice if necessary to prevent or protect against fraud or otherwise protect Verizon's personnel, facilities or services. Customer must provide prior written notice for the disconnection of Service, as specified in the Guide. Notwithstanding such notice, Customer remains liable for any applicable early termination charges in this Agreement.

9. **Confidential Information.** Except as required by law or regulation, each party promises that during the Term and for three years after, it will use the other party's Confidential Information only for purposes of this Agreement, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own similar Confidential Information (but no less than a reasonable degree of care). Such a party may disclose the other party's Confidential Information only to its employees, agents and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know for purposes of this Agreement, and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of the other party's Confidential

Information as the related terms of this Agreement. In any case, a party is responsible for the treatment of Confidential Information by any third party to whom it discloses it under the preceding sentence. "Confidential Information" means information (in whatever form) (i) designated as confidential; (ii) relating to this Agreement or potential changes to it; (iii) relating to the other party's business affairs, customers, products, developments, trade secrets, know-how or personnel; or (iv) received or discovered at any time that this Agreement is in effect, or otherwise in connection with this Agreement, by a party (including through an affiliate or other agent), which information should reasonably have been understood as Confidential Information of the party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (a) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a non-party free to disclose it; or (d) is developed independently by the receiving party without reference to the Confidential Information. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving party, to the extent practicable and permitted by applicable law, rule, regulation, or lawful process, first notifies the disclosing party in order to permit the disclosing party to seek reasonable protective arrangements. Verizon may share Confidential Information for the purposes described in the paragraph entitled "Customer Consent to Use of CPNI" above. Confidential Information (excluding CPNI that is also Confidential Information) remains the property of the disclosing party and, upon request of the disclosing party, must be returned or destroyed at the end of this Agreement or the applicable Contract. If there is a breach or threatened breach of this confidentiality provision, the disclosing party will be entitled to seek specific performance and injunctive or other equitable relief as a non-exclusive remedy. This clause does not prevent a party from announcing the existence of the terms of this Agreement or the applicable Contract internally (e.g., to its employees and Affiliates). Verizon shall not be deemed to have received, obtained, discovered, processed, stored, maintained, been given or required access to Customer Confidential Information or Customer sensitive personal data, solely by virtue of the fact that (i) Customer receives, transmits, obtains or otherwise exchanges such information through its use of the Services (including without limitation any of Verizon's voice, data, and/or Internet services included in the Services) or (ii) Verizon's Services to Customer may involve the hosting, collocation, transport or other similar handling of such information. Customer is responsible for taking steps to protect the confidentiality and integrity of information, including without limitation Customer Confidential Information or Customer sensitive personal data, that it receives, transmits, obtains or otherwise exchanges with third parties through its use of the Services, by using, for example, encryption or other security measures for its network transmissions.

10. Protection of Customer CPNI and Provision of Customer CPNI to Authorized Customer Representatives.

10.1 Verizon will protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or this Agreement.

10.2 Provided that Customer is served by at least one dedicated Verizon representative under the Service Agreements (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.

10.3 Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's on-line customer portal or other on-line communication mechanism.

10.4 Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

10.5 Customer's notices of authorization or deauthorization must be sent to your service or account manager, and must contain the following information:

- the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
- that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI
- the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, if applicable)

10.6 During the Service Agreements, Customer will at all times have designated, below, in an attachment containing the same data elements listed below, or in a separate writing sent to the service manager or account manager, up to three representatives ("CPNI Authorizers") with the power to authorize Customer representatives to access CPNI under this Agreement. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number.

Name	Title	Tel. No.	Email	Postal Address

11. **DISCLAIMER OF WARRANTIES.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

12. **Disclaimer of Certain Damages/Limitation of Liability.**

12.1 **Disclaimer of Certain Damages.** No party to this Agreement is liable to any other for any indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill, arising in connection with this Agreement, the Services, related products, or documentation, even if the party has been advised, knew or should have known of the possibility of such damages. Nonetheless, each party is liable to the other party for consequential damages resulting from a breach of its confidentiality obligations under Section 9 (Confidential Information) of this Agreement.

12.2 **Limitation of Liability.** Without limiting the provisions of the Disclaimer of Certain Damages sub-section above, the total liability of either Customer or Verizon in connection with this Agreement and the Services is limited to the lesser of (i) direct damages proven by the claiming part(ies) or (ii) the aggregate amounts paid by Customer to Verizon under this Agreement for the six months prior to accrual of the latest cause of action for which the limitation of liability under this sub-section is being calculated (excluding amounts for equipment and the Services of Verizon ILECs, Cybertrust, and Verizon Wireless). Verizon's liability with respect to individual Services may also be limited pursuant to other terms and conditions of this Agreement.

12.3 **Exclusions.** The Limitation of Liability sub-section above does not limit (A) any party's liability: (i) in tort for damages proximately caused by its willful or intentional misconduct, or by its gross negligence, or (ii) where mandatory local law does not allow the limitation, (B) Customer payment obligations under this Agreement, (C) Verizon obligations to provide credits and waivers under this Agreement or (D) any party's indemnification obligations under this Agreement. The liability restrictions in this section apply whether liability is asserted in contract, warranty, tort or otherwise (including negligence, strict liability, misrepresentation, and breach of statutory duty). The liability restrictions in this section, and the disclaimer of warranties in the preceding section, apply equally to Verizon's suppliers and contractors as they do to Verizon.

13. **Assignment.** Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor upon notice to the other party. A Customer affiliate or successor must meet Verizon's creditworthiness standards for the assignment to become effective. All other assignments without prior written consent are void.

14. **Service Marks, Trademarks and Name.** Neither Verizon nor Customer may: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.

15. **Compliance with Law; Governing Law; Dispute Resolution.** Each party represents and warrants that it will comply with all federal, state, and local laws applicable to the provision or performance of the Services under this Agreement. This Agreement is governed by the laws of the State of New York without regard to its choice of law principles. Non-U.S. Services are subject to applicable local laws and regulations in any countries where those Services originate or terminate, including applicable locally filed Tariffs. Any claim or dispute ("Dispute") arising out of or relating to this Agreement (other than claims relating to indemnification and equitable relief) must be resolved by binding arbitration of a single arbitrator under the rules of the American Arbitration Association at a mutually agreed upon location. The arbitrator must base his or her decision upon this Agreement and applicable law, and has no authority to order consolidation or class arbitration, or award punitive damages or any other relief beyond what the Agreement provides. The arbitrator must apply applicable statutes of limitation, subject to limitation of actions terms set forth in this Agreement. The parties agree that all Disputes must be pursued on an individual basis in accordance with the procedure noted above, and waive any rights to pursue any Dispute on a class basis, even if applicable law permits class actions or class arbitrations.

16. **Notice.** Except as otherwise set forth in any other clause of this Agreement, any notice required to be given under this Agreement will be in writing, and transmitted via any of email, overnight courier, hand delivery, a class of certified or registered mail, that includes return of proof of receipt, to Customer at the address set out in page 1 of the Agreement, and to Verizon at the addresses below. Notice sent in accordance with this clause will be deemed effective when received, except for email

notice which will be deemed effective the day after being sent. A party may from time to time designate another address or addresses by written notice to the other party in compliance with this clause.

Verizon Business Services
6415-6455 Business Center Drive
Highlands Ranch, CO 80130
Attn: Customer Service

Verizon Business Services
500 Summit Lake Drive - Office 4-04
Valhalla, NY 10595
Attn: Vice President, Legal

Email: notice@verizon.com with a subject of 'OFFICIAL LEGAL NOTICE'

17. **Acceptable Use.** Use of Verizon's Internet Services and related equipment and facilities must comply with the then-current version of the Verizon Acceptable Use Policy ("Policy") (see www.verizonbusiness.com/terms). Verizon reserves the right to suspend or terminate Internet Services effective upon notice for a violation of the Policy. Customer will indemnify and hold harmless Verizon from any losses, damages, costs or expenses resulting from any third-party claim or allegation that if true, would constitute a violation of the Policy. Each party will promptly notify the other of any such claim.

18. **Entire Agreement.** This Agreement (including Service Attachments and Exhibits referenced herein, and other documents incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this Agreement is valid unless in writing and signed by both parties.

**VOICE AND DATA EQUIPMENT AND
RELATED SERVICES ATTACHMENT**

Part I: Rates and Charges.

1. Customer will pay all charges for the System and CPE Services as set forth on the applicable quote or SOW, subject to additions and deductions made by written Change Order(s). System and CPE Services rates and charges do not contribute to the annual volume commitment ("AVC") of the Agreement or any other minimum purchase requirement. Terms not defined herein are defined pursuant to the Agreement.
 - 1.1 **Service Provider.** The products and services under this Voice and Data Equipment and Related Services Attachment (the "CPE Service and System Terms") and any related Statements of Work ("SOW") are provided by the entities indicated in the applicable quote (referred to herein, individually and collectively, as "Verizon") except as otherwise explicitly noted.
 - 1.2 **Landed Costs.** Customer will pay charges including but not limited to any and all import duties, freight, shipping, and delivery charges or charges arising in connection with the delivery of the System, as well as tax charges, if applicable (collectively "Landed Costs"). The invoice for Landed Costs may be delivered as a separate invoice.
 - 1.3 **Quoted Charges.** Customer will pay the charges stated on Verizon's documentation of an Order for a System or CPE Services provided that the charges are current. For purposes of this provision, "current" means (a) for CPE Services and for a System quoted in the same currency that the ordered System or CPE Services has been purchased in (the "Vendor Currency"), that the charges were first quoted within 45 days of the Order's acceptance; (b) for a currency that is not the Vendor Currency that the charges were first quoted within 14 days of the Order's acceptance; for charges first quoted between 15 and 45 days of order submission, charges may be adjusted to reflect currency changes up to the time of Order acceptance. Verizon will not change a Customer's quote based on any non-currency-related change (e.g., the underlying vendor's price) for 45 days in any case.
 - 1.4 **Re-initiation Fees.** Customers ordering Maintenance Service for Systems not currently under Maintenance Service may be subject to re-initiation fees.

Part II: Service Description and Requirements.

1. **CPE and CPE Services.** Customer may place an Order for the purchase of customer premises equipment ("CPE") and Software (individually and collectively the "System") pursuant to the terms hereof, including the purchase of CPE for delivery to certain international locations. Where available, Customer may also order CPE Deployment Services, maintenance, lease or finance of a System or CPE services, each as further defined below, and other services pursuant to a Schedule (individually and collectively "CPE Services") CPE Services. CPE Services may be detailed in a SOW or a specific CPE Service schedule ("Schedule"). Terms for CPE Services may be further supplemented by service descriptions, end user license agreements and terms set forth by the respective equipment manufacturer, third party supplier, finance entity, or other third party providing services to Customer (collectively and individually referred to as "Third Party Services Agreement") generally available on their respective websites or set forth herein. Any such SOW, Schedule and applicable Third Party Services Agreement shall become incorporated as part of the Agreement.
 - 1.1 Customer may also Order one or more of the following CPE Services at certain international locations provided that i) Verizon has approved each location and ii) such location has Verizon Managed Service and Verizon transport: a) CPE Solutions Financing; b) CPE Deployment Services, c) Maintenance Service; and d) Maintenance Takeover Service (collectively, "International CPE Services").
2. **Customer Responsibilities.** As applicable for System or CPE Services orders and as offered by each region, Customer will:
 - 2.1 Notify Verizon of any site-specific requirements that might impact Verizon's ability to access such site, e.g. safety or security training ("Training"). Verizon will comply with such Training requirements, however, Verizon reserves the right to bill Customer for the time required for Training at Verizon's then current labor rate. Customer will provide necessary badges, escorts, etc. required for site access per Customer's security and safety policies.
 - 2.2 Provide suitable building facilities for the System including but not limited to equipment rack space, ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with applicable electrical codes, regulations, and laws, including but not limited to electrical, building, safety, and health and as required by Verizon and manufacturer specifications, as applicable.
 - 2.3 Provide a suitable environment in which the System can operate, including, but not limited to, necessary power conditioning, heating, cooling, humidity and dust control, and accessibility for the System as required by Verizon and manufacturer specifications.
 - 2.4 Remove existing equipment or cables that interfere with the provision of CPE Services.
 - 2.5 Identify and disclose to Verizon concealed equipment, wiring or conditions that might be affected by or might

- affect the CPE Services. If during the provision of CPE Services, Verizon encounters any concealed or unknown condition not expressly set forth in an SOW, and such condition affects the charges or schedule for performance of CPE Services, the charges and/or the schedule will be equitably adjusted using the Change Order procedure.
- 2.6 Customer will provide System interconnection requirements, non-Verizon transport, out of band connectivity, and carrier circuit facilities, as required, including obtaining telephone service for testing where necessary or authorize Verizon, at Customer's expense, to make service requests upon third parties for such System requirements, pursuant to a letter of authorization or similar document.
 - 2.7 Upon Verizon's request, where Customer has purchased maintenance from third parties, Customer will authorize Verizon to engage such third party on behalf of Customer pursuant to a letter of authorization or similar document.
 - 2.8 Designate waste deposit points on each floor on which the System is to be installed where Verizon will place waste for removal by Customer.
 - 2.9 Cooperate with Verizon's requests for assistance.
 - 2.10 Be responsible for providing adequate back-up of data and software and for restoring data and software to any system that is or may be impacted by a CPE Service, including but not limited to drivers applications, and operating systems as required prior to Verizon provision of the CPE Service.
 - 2.11 Be solely responsible for selection, implementation and maintenance of security features for defense against unauthorized long distance calling, and for payment of long distance, toll and other telecommunications charges incurred through use of the System.
 - 2.12 Be responsible for the accuracy and completeness of all information it provides. If information is incomplete or incorrect, or if information is discovered during the course of the performance of CPE Services that could not be reasonably anticipated by Verizon, any additional work required will be treated as a change to the scope of the System or CPE Services and will require a Change Order.
 - 2.13 Designate a single point of contact ("SPOC") who will be responsible and authorized to (i) make all decisions and give all approvals which Verizon may need from Customer, and (ii) provide Verizon's personnel on a timely basis with all information, data, access and support reasonably required for its performance under these CPE Service and System Terms or the applicable SOW, including, but not limited to, making available appropriate personnel to work with Verizon as Verizon may reasonably request.
 - 2.14 Provide, at no charge to Verizon, office space and equipment, including but not limited to copy machines, fax machines and modems, high speed Internet access and adequate secure area for storage of related equipment.
 - 2.15 Comply with all obligations set forth in any applicable Third Party Services Agreements.
 - 2.16 Immediately notify Verizon of any anticipated delay including a delay in building availability or inability to meet any of the above listed requirements. Where Verizon is unable to provide CPE Services due to a Customer related delay Verizon shall be entitled to invoice additional charges at its then current time and material rates and/or rescheduling fees, as applicable, (each available on request) for any time and resources expended by Verizon.
3. **CPE Deployment Services.** Where available, Verizon can provide CPE Deployment Services as described in this section below. Verizon will provide CPE Deployment Services in accordance with any applicable quote, these CPE Service and System Terms, and any applicable SOWs. Verizon will furnish all supervision, labor, equipment, materials and supplies required to complete CPE Deployment Services.
- 3.1 **Basic Staging.** Verizon will stage and then ship a System to Customer designated locations as shown in the applicable Order. Verizon will work remotely with the SPOC to coordinate staging and delivery of the System and activation of Verizon maintenance, if applicable. Staging occurs within the location designated by Verizon in cooperation with Customer. Verizon will, as applicable, unpack and verify CPE with package documentation, record serial numbers, load operating system and incremental operating system changes, apply Customer-provided asset tags, power-up test, repackage, and ship.
 - 3.2 **Enhanced Staging.** Verizon will configure the System with Customer provided configurations in addition to the activities of Basic Staging
 - 3.3 **Installation.** After completion of the Basic or Enhanced Staging services, as applicable, Verizon will deliver the System to the Customer designated locations as shown in the applicable Order and install the System on Customer-provided racks or other facilities. Verizon will verify System power-up and operation of network interfaces. No demarc extension is provided with Installation. Remote activation of the System and transport connectivity will be provided with Verizon transport services only or in certain locations where Verizon has specifically pre-approved remote activation. Local area network configuration or activation is not included with Installation.
 - 3.4 **Equipment Implementation.** In addition to the activities shown in the Installation section above, for Equipment Implementation Verizon will install Verizon-provided Service equipment required for the relevant Verizon Managed Network Services including out of band access devices, routers, switches, wireless access points, etc. Verizon will also perform on-site tests to ensure equipment, circuit configurations, management applications are properly working and interface with Verizon Managed Network Services to ensure management applications are properly applied, operational, and ready for remote Verizon Managed Network Services remote support.

- 3.5 **Custom.** Custom Services are provided pursuant to an SOW for System implementations beyond or different than provided by Staging, Installation, or Equipment Implementation.
- 3.6 **MAC (Move, Add, Change).** Verizon will verify equipment power-up, operation of network interfaces at Customer's designated locations as shown in the applicable Order. No demarc extension is provided with MAC. Remote activation of the equipment and transport connectivity will be provided with Verizon transport services only or in certain locations where Verizon has specifically pre-approved remote activation. Local area network configuration or activation is not included with MAC. MACs are:
- 3.6.1 **Move.** For moves, Verizon will de-install the Customer designated equipment from the current designated Customer location and then install the same equipment in the new designated Customer location within the same building as shown in the applicable Order. Customer must provide packaging to protect the equipment to be moved.
- 3.6.2 **Add.** Adds are available via installation service described above.
- 3.6.3 **Change.** For changes, Verizon will deliver the System components and/or software required to implement the requested change to the Customer designated location as shown in the applicable Order.
- 3.7 **De-installation.** For De-Installation, Verizon will de-install equipment at Customer's designated locations as shown in the applicable Order. Verizon will power down and pack equipment in Customer provided packaging. At Customer's request and expense Verizon will move the equipment to a new location within the same building but will not unpack or re-install the equipment. Premises cables will be left in place and not removed or changed. Equipment or packaging disposal is not included as part of De-installation.
- 3.8 **CPE Deployment Service Provisions.**
- 3.8.1 CPE Deployment Services are available within the 48 contiguous United States. CPE Deployment Services in Alaska, Hawaii, and other countries are available with Verizon pre-approval.
- 3.8.2 CPE Deployment Services are performed between the hours of 8:00 a.m. and 5:00 p.m. local time, during a business day, excluding Verizon observed and local holidays ("Business Hours"). Work extending beyond Business Hours and work on the first day of a weekend (according to local custom) is considered "Overtime" work. All other periods of work is "Weekend and Holiday Hours" work. If Customer requests that CPE Deployment Services be performed during Overtime or Weekend and Holiday Hours, Customer will pay Verizon its then current time and material labor rate. Unless Customer otherwise requests in writing Verizon will, at Customer's expense, apply for permits necessary for CPE Deployment Services. Verizon will provide Customer written notice indicating the date CPE Deployment Services are complete (the "In-Service Date"). Should Customer request delay of CPE Deployment Services, or should CPE Deployment Services be delayed as a result of Customer's action or inaction, Verizon may store the System, or any portion thereof, at Customer's risk and expense. Wait time in excess of 30 minutes at Customer's site may result in an additional charge at Verizon's current time and material rate.
- 3.8.3 Verizon will attempt to meet Customer's requested In-Service Dates, however, Verizon cannot guarantee any In-Service Date. In-Service Dates are subject to the availability of materials and resources.
- 3.8.4 Verizon will use reasonable efforts to avoid interruption of Customer's network service during Business Hours. If it is necessary to interrupt network service during Business Hours, Verizon will notify the SPOC at least 48 hours in advance.
- 3.8.5 Customer will have five business days after the In-Service Date to test the System (the "Test Period"). Customer may indicate its approval of the System by its signature on the Verizon-provided acceptance document or other mutually agreed upon means ("Customer Acceptance") which Customer Acceptance will not be unreasonably withheld. Customer will document any issues with the System in writing to Verizon and provide those issues to Verizon within the Test Period. Upon receipt of the issues list, Verizon will have ten business days to respond and remediate any issues, as required. Customer's use of the System for any other purpose than testing will be deemed to constitute Customer Acceptance. Additionally, Customer Acceptance for a System will be deemed to have occurred if the Test Period passes without notification of issue or acceptance by Customer. The service activation date for a System occurs upon Customer Acceptance.
- 3.9 **Customer Responsibilities.** As applicable, Customer is responsible to:
- 3.9.1 Provide configuration(s), and asset tags as required;
- 3.9.2 Provide licensed copies of operating system and applications software, as applicable;
- 3.9.3 Install or re-install software not provided by Verizon. Customer has all responsibility for such software (e.g., charges and license fees, version level maintenance and upgrade, resolution of problems, etc.) unless otherwise provided in an SOW;
- 3.9.4 Control all activities associated with the existing Customer equipment, including without limitation changes, additions or deletions of devices made by any non-Verizon provided technicians.
- 3.9.5 Properly dispose of or in the European Union return to Verizon for disposal as per Verizon's instructions, of all decommissioned equipment in accordance with applicable law.
- 3.9.6 Comply with Verizon's reasonable instructions for the modification of Customer's equipment, at Customer's own expense, to enable installation of the System. If such modification has occurred,

Verizon has no obligation to restore that Customer site.

4. **Customer Furnished Equipment.** Equipment furnished by Customer ("CFE") is Customer-provided and Verizon-approved equipment outlined in a detailed bill of materials ("BOM") provided by Customer and approved by Verizon from time to time.
 - 4.1 **CFE Installation.** For CFE Installation services, a Verizon technician installs Customer provided equipment on Customer-provided racks, backboards, or other facilities. Verizon will verify equipment power-up, operation of network interfaces. No demarc extension is provided with CFE Installation. Remote activation of the equipment and transport connectivity will be provided with Verizon transport services only or in certain locations where Verizon has specifically pre-approved remote activation. Local area network configuration or activation is not included with CFE Installation. CFE Installation is performed at Customer designated locations as shown in the applicable Order.
 - 4.2 **Customer Responsibilities.** Customer will:
 - 4.2.1 Complete the BOM with the detailed information required by Verizon including manufacturer's part number, description, and quantity.
 - 4.2.2 Obtain CFE from the equipment providers.
 - 4.2.3 Notify Verizon in writing (including email), and ship CFE to the Verizon-designated facility with the Verizon-provided inbound delivery number and according to the shipping instructions and Customer-provided BOM.
 - 4.2.4 Work with CFE equipment and maintenance providers, as required, to cause the repair or replacement of any missing, defective or damaged CFE, including CFE "dead on arrival" at the Verizon facility.
 - 4.2.5 Provide for CFE support and maintenance each site, unless the applicable Order provides for support and maintenance.
 - 4.3 **Verizon Responsibilities.** Verizon will:
 - 4.3.1 Review Customer's BOM for completeness and provide the necessary shipping address, shipping instructions, and inbound delivery number.
 - 4.3.2 Acknowledge Customer's CFE shipments when received.
 - 4.3.3 Notify Customer in the event no CFE inventory exists to support a new order.
 - 4.3.4 Provide Basic Staging, Enhanced Staging, or Installation for CFE, as applicable.
 - 4.3.5 Credit Customer for the repair or replacement cost, or provide repaired or replaced CFE, for any loss or damage of CFE that occurs when Verizon has risk of loss.
5. **CPE Solutions Financing Program Options.** Where available, Customer may obtain use of a System and/or CPE Service from Verizon or a Third Party Finance Company (the "Monthly Recurring Plan" or "MRP") or directly through a third party of Customer's choice ("Third Party Leasing/Financing"), each as provided below.
 - 5.1 **Monthly Recurring Plan.** The following terms and conditions apply to Orders by a Customer for the right to i) use a System with a monthly recurring payment and, when applicable, and/or ii) receive the provision of CPE Services. A quote will be provided to Customer indicating the terms and conditions related to a specific transaction prior to the issuance of any Order for a System or CPE Services for MRP. When Customer accepts the quote, a Order will be issued for Customer's review and acceptance. The quote and Order will both show the System or CPE Service elements, location of such System or CPE Services, associated monthly recurring charges, whether a TPFC, as defined below, has been engaged for each System or CPE Service element, and the Financing Commitment (as defined below)). Notwithstanding any unsigned ordering or similar process, or as agreed to by Verizon, Customer will indicate its acceptance of the Order by its physical signature on such Order.
 - 5.1.1 **MRP General Terms.**
 - 5.1.1.1 With MRP, Customer will have the right to use Systems and be provided with CPE Services (when applicable), as indicated on the quote and Order as Monthly Recurring Plan. The Order will also indicate whether title to the System will be held by Verizon or by a third party financing company, including a Verizon Affiliate ("TPFC") by stating "TPFC Engaged" for each System or CPE Service element where Verizon is acting as an agent for the TPFC for the purpose of billing and collecting payments from Customer under MRP and title to the System is being held by the TPFC.
 - 5.1.1.2 Customer may only use a System on a Customer location or co-located in Verizon's facilities. The System must be dedicated to use for Customer's benefit and only for Verizon services in accordance with Verizon's reasonable instructions from time to time. All moves, modifications, or relocations of a System must be performed by Verizon for an additional cost provided by a quote and Order. After a move, modification or relocation, the MRC for the System may change as a result of tax or other considerations from such move, modification or relocation and such change will be shown on the quote and Order. Systems may not be moved across international borders. MRP requires Customer to purchase Verizon Maintenance Service, Enhanced Staging and Installation, where available and as applicable.
 - 5.1.1.3 Pursuant to the Verizon Assignment Under MRP section below, Verizon reserves the right in its sole discretion to assign certain of its rights, remedies and obligations with respect to a System to the TPFC including the right to exercise remedies contained therein directly against Customer.

Notwithstanding such assignment, Verizon will continue to interact directly with Customer on behalf of the assignee TPFC as an agent for the TPFC for the purpose of billing and collecting payments from Customer under MRP, subject to the provisions of the Events of Default section below becoming operative. Customer will receive written notice at such time when, or if, the assignee TPFC will exercise such assigned rights directly with Customer. A credit check of Customer may be conducted at any time and, at such time, Customer will provide any financial, System and CPE Service-related information reasonably requested by Verizon.

- 5.2 **Direct Third Party Leasing/Financing Option.** Where available, Customer may obtain a System and/or CPE Service from Verizon through a direct financing arrangement with a third party financing company approved by Verizon pursuant to the terms of a Schedule and/or other relevant terms provided by such third party. Notwithstanding any terms provided by such third party, Customer will remain responsible for performance of all of its obligations under these terms. In the event the third party financing company fails to pay for the System and/or CPE Services in accordance with the terms of the financing agreement, purchase order or any other terms between such third party financing company and Customer related to an order, Customer shall pay Verizon directly.
6. **Maintenance Service.** Verizon will provide Maintenance Services where available in accordance with these CPE Service and System Terms.
- 6.1 **Maintenance Service Provisions.**
- 6.1.1 If, i) Verizon did not install the equipment or software intended to be covered by maintenance, ii) the equipment or software is out of warranty or out of third party maintenance coverage, or iii) Verizon has not provided Maintenance Service on the equipment or software for more than 60 days, then the equipment or software must be accepted by Verizon prior to being eligible for Maintenance Service. Customer warrants that such equipment or software is in good working order and meets all applicable manufacturer specifications. Verizon may recommend corrections or improvements to operating environments or configuration to be performed at Customer's cost and expense. Failure to comply with Verizon's recommended corrections or improvements may cause Verizon to reject the specific part or equipment or software and remove it from the Maintenance Service. If the equipment or software is found not to be in good working order and/or not in compliance with all applicable manufacturer specifications, Verizon will be under no obligation to provide Maintenance Service; provided however, Customer may, upon written notice, request Verizon to upgrade and/or repair such equipment or software at Verizon's then current time and material rate.
- 6.1.2 In the event the manufacturer of the System covered by maintenance, discontinues a piece of the System, and/or the associated support of such System, Verizon will only be obligated to provide the Maintenance Services on the affected System for the period of time that the manufacturer continues to support such System. At the end of such period Verizon will cease to support such System in accordance with the service description, but will use commercially reasonable efforts to provide Maintenance Service on the affected System until Customer upgrades or replaces such System. In such case, Verizon reserves the right to impose additional charges on Customer for Maintenance Service (e.g., for manufacturer imposed charges or additional level of effort).
- 6.1.3 Maintenance Services that include repair or replacement of System components will be provided with new or like new parts, as applicable, to restore the System to the level of working condition existing prior to the fault or problem; provided, however that, unless Customer provides the most current configuration, the software will be configured to the level that was last implemented by Verizon.
- 6.1.4 If Verizon determines that the trouble identified is a Customer network condition instead of a problem with the System covered under Maintenance Service, and if Verizon has preapproved written authorization Verizon will coordinate the resolution of the trouble and charge its then prevailing time and material labor rate to coordinate the resolution.
- 6.1.5 Maintenance Service is available for Systems located within a specified service area related to a Verizon facility or an authorized Verizon service provider's facility. Verizon reserves the right to charge Customer its then prevailing labor rate for travel to Customer sites that are outside of the specified service area.
- 6.2 **Customer Responsibilities.**
- 6.2.1 Customer will allow Verizon (using reasonable efforts to do so without undue delay or undue impact to Customer's network) to suspend normal operations of the System to inspect, test and/or repair it.
- 6.2.2 Remote connectivity for diagnostic purposes is a prerequisite for all applicable Systems covered by a Maintenance Service. Customer must provide connectivity, as specified and approved by Verizon, to the maintained System or Maintenance Service response times will be void. Customer further agrees that if Customer does not provide remote connectivity into the applicable System the following applies:
- 6.2.2.1 If Verizon is required to dispatch an engineer to Customer's site to troubleshoot an outage, Customer may incur a time and material charge at Verizon's then current rate.
- 6.2.3 Customer will notify Verizon immediately in writing in the event that any substantial or material

modifications are made to Customer's network, and shall provide Verizon with such information as it may reasonably request, in order for Verizon to perform the Maintenance Service. In the event such modifications to Customer's network or any of its component parts causes Verizon to incur any increased burden in its performance of the Maintenance Service, Customer acknowledges and agrees that Verizon may increase the fees upon prior written notice to Customer.

- 6.2.4 In the event Verizon or the manufacturer ships a replacement part to Customer, Customer is responsible for returning the defective part, in accordance with the instructions contained in the replacement part packaging, to Verizon within 15 business days of receipt of the replacement part. If Verizon does not receive the defective part within 15 business days, Customer may be billed for the list price of the replacement part.
 - 6.2.5 Customer must maintain back-up copies of the original software, current platform configurations, and operating system. Such back-up copies must be available to Verizon when requested to aid in troubleshooting and/or problem resolution.
 - 6.2.6 Customer may only move, modify, relocate or in any way interfere with the System that is under maintenance (or any words or labels on the System) with Verizon's prior written approval. Customer will not cause the System to be repaired or serviced except by an authorized representative of Verizon or its subcontractors.
- 6.3 **Exclusions.** Maintenance Service does not include:
- 6.3.1 Additions, changes, relocations, removals, operating supplies or accessories.
 - 6.3.2 Services necessitated by accident, casualty, neglect, misuse, intentional acts or any cause other than normal use of the System.
 - 6.3.3 Repairs or replacements necessitated by lightning, radio frequency interference, power disturbances, fire, flood, earthquake, excessive moisture, Harmful Code or any event occurring external to the System that directly or indirectly causes a malfunction in the System, a private network to which the System is connected, or in telephone lines, cable or other equipment connecting the System to the public telephone network or to other Customer equipment. Harmful Code means any virus or machine-readable instructions and data designed to intentionally disrupt the operation of the System or intentionally destroy or damage System or data contained therein.
 - 6.3.4 Services necessitated by use of the System with any other device or system not supplied or approved as to such combined use by Verizon, or use of any part of the System in a manner not specified by Verizon.
 - 6.3.5 Repair or maintenance or increase in normal service time resulting from Customer's failure to provide a suitable environment for the System or any other failure of Customer to perform its responsibilities.
 - 6.3.6 Loss or recovery of Customer data.
 - 6.3.7 Upgrades, enhancements or new releases of software or firmware, and configurations, except as specifically indicated in the Order, these CPE Service and System Terms and any service description.
 - 6.3.8 Operator, system administrator and end user training except as specifically identified.
 - 6.3.9 Repair or replacement of Customer-owned outside plant cable unless specifically set forth in the Order or the applicable SOW.
 - 6.3.10 Services resulting from Customer installation, configuration or other Customer changes to device software.
 - 6.3.11 Application development, scripting, software backups, software customization, application evaluation or troubleshooting, and engineering services.
 - 6.3.12 Damage to the System which is caused by (a) the act or omission of Customer or Customer's breach of the terms of the these CPE Service and System Terms; or (b) malfunction or failure of any equipment or facility provided by Customer or its agents, employees, or suppliers, including but not limited to Customer's equipment. Verizon is not liable for any costs incurred arising out of any malfunction or failure of any such equipment or facility.
- 6.4 **Maintenance Service Provisions.**
- 6.4.1 **Term and Termination.**
 - 6.4.1.1 Maintenance Services will become effective 30 days after Verizon accepts Customer's Maintenance only Order as applicable and shall remain in effect for the period set forth in the Order as applicable ("Maintenance Service Period"). After the Maintenance Service Period, and if Customer has not renewed for a new Maintenance Service Period, Verizon or Customer may terminate the Maintenance Service upon not less than 60 days prior written notice and the Maintenance Service will be provided at Verizon's then current undiscounted rate, unless terminated in accordance with this Attachment.
 - 6.4.1.2 Customer may terminate the Maintenance Service during the Maintenance Service Period (in whole or in part) only for default as defined in this Attachment. If Customer has pre-paid the Maintenance Service and terminates the Maintenance Service (in whole or in part) prior to the end of the applicable term due to Verizon default, Customer will be reimbursed for the unused portion of the terminated Maintenance Service, less any

- discount received unless a relevant Third Party Services Agreement or Maintenance Service provided via a third party through Verizon does not allow for such reimbursement.
- 6.4.2 **General Maintenance Service Terms.**
 - 6.4.2.1 The determination to order maintenance replacement parts is made by Verizon.
 - 6.4.3 **Verizon Data Maintenance – Network.** “Verizon Data Maintenance - Network” means Verizon will do the following:
 - 6.4.3.1 Use commercially reasonable efforts to isolate any problems with the System following receipt of Customer’s notification that the System is inoperative.
 - 6.4.3.2 Investigate trouble reports initiated by Customer and repair or replace, at Verizon’s sole discretion, any of the System which fails to meet the manufacturer’s published operating specifications for the System.
 - 6.4.3.3 Replace Systems it determines needs to be replaced with equipment of like kind and functionality from a manufacturer of Verizon’s choice at the time of replacement (“Exchange Unit”). Before replacing the System, Verizon will attempt to contact Customer to schedule the replacement. The replaced unit will be returned to Verizon at Verizon’s expense. For Systems to which Customer holds title, upon replacement, Customer will obtain title to the Exchange Unit and Verizon will obtain title to the replaced System.
 - 6.4.3.4 **Maintenance Takeover Service.** “Maintenance Takeover Service” means Verizon will provide Verizon Data Maintenance - Network for CPE supplied by Customer (rather than ordered from Verizon) and identified in an Order accepted by Verizon (“Customer-supplied CPE”). Verizon approval of Customer-supplied CPE is required before ordering. For purposes of Maintenance Takeover Service, Customer-supplied CPE will be treated as a System.
 - 6.5 **CPE Related Assessment Services.** Verizon will provide on-site assessment services in accordance with one or more SOWs, which are incorporated herein by reference (hereinafter “CPE Related Assessment Services”).

Part III: Terms and Conditions.

- 1. **Orders/Changes In/Additions to System.**
 - 1.1 **Orders:** Customer may order CPE Services or a System, or make a change to an order for CPE Services or a System as specified below. For purposes of this section, writings include email and other electronic forms.
 - 1.1.1 **Signed orders:** Customers may order CPE Services or a System through a signed writing. Verizon may accept electronic writings and electronic signatures at its discretion.
 - 1.1.2 **Unsigned orders:** In addition to the above, for Orders (as defined below) placed to Verizon, Customer may order CPE Services or a System, or make a change to an order for CPE Services or a System orally or by an unsigned writing (collectively, inclusive of signed orders, an “Order”), if the Order is confirmed. Customer is bound by Verizon documentation of an Order that has been confirmed the same as it would be to an Order the Customer has signed. An Order or Change Order (defined below) is deemed confirmed if (a) Verizon sends to Customer written documentation of each specific item of the CPE Service or a System ordered, its current price, and the Customer location, and (b) Customer does not promptly notify Verizon that the documentation is not correct. A Customer purchase order or similar document is evidence only of Customer’s intention to purchase CPE Services or a System. Except for provisions evidencing an intent to be bound by the terms and conditions of an agreement between Customer and Verizon, the terms and conditions of a Customer purchase order or similar document will be disregarded and have no force or effect; instead, the terms and conditions of the Agreement and these CPE Services and System Terms between Customer and Verizon will govern.
 - 1.1.3 Verizon must confirm the availability of International CPE Services for each Order and certain CPE Services may not be available in all countries. Countries may be added or deleted from time to time at Verizon’s discretion. Customer acknowledges that countries may impose restrictions or requirements from time to time that may cause Verizon to in turn impose restrictions or requirements on Customer, or suspend an International CPE Service
 - 2. **Change Orders.** Verizon will comply, to the extent it deems feasible and reasonable, with any proposed changes to the System or CPE Services under these CPE Service and System Terms and any order or any applicable SOW (“Change Orders”). No Change Order will become effective, and no changes in the System or CPE Services will be initiated, until the Change Order is accepted by Verizon. Change Orders are accepted by the same process as orders are accepted. If changes result in an increase or decrease in charges or time needed for performance, such adjustments will be reflected in a written Change Order.
 - 3. **Risk of Loss.** Risk of loss or damage to a System passes to Customer upon the earlier of i) delivery of the System to the Customer site, and ii) when Customer takes shipping responsibility (e.g. when Customer takes over shipping from point of import). Customer shall provide notice of loss or damage to the System as soon as Customer receives

notice of such loss or damage.

- 3.1 **Risk of Loss for Customer Furnished Equipment.** Risk of loss or damage to CFE passes to Verizon upon the earlier of i) delivery of the CFE (including portions thereof) to the Verizon-designated location, and ii) when Verizon takes shipping responsibility. After delivery to the Verizon-designated location, risk of loss or damage to CFE passes back to Customer upon the earlier of i) delivery of the CFE (including portions thereof) to the Customer-designated location, and ii) when Customer takes shipping responsibility.
4. **Resale Title and Security Interest.**
 - 4.1 For Customer purchases where the System is purchased and delivered within the same jurisdiction and Verizon is incorporated in such jurisdiction, Verizon will retain title to the applicable System elements until full payment for the same has been rendered. Upon final payment, title will pass to Customer. Customer will not grant or convey to any other person or entity a security interest in, or permit placement of a lien on, the System unless and until Customer has paid Verizon in full for such System. As between Verizon (including its suppliers) and Customer, Verizon (or its ultimate suppliers or licensors, as applicable) retains all right, title and interest in and to all software provided by Verizon. Until final payment is received from Customer, Customer grants Verizon a security interest or lien in the System, or similar or equivalent interest pursuant to local law, and agrees that Verizon may file all documents necessary to perfect that interest. At Verizon's request, the Customer will provide all assistance required for the enforceability of retention of title. Upon final payment Verizon will release its security or other interest.
 - 4.2 **Title for Customer Furnished Equipment.** Title to CFE remains with Customer at all times.
 - 4.3 **Title for MRP CPE.** Terms and conditions for title and security interests for MRP transactions are located in and subject to the "Title and Security for Systems Under MRP" section below
 - 4.4 **Title for US Sold Internationally Delivered CPE.** Title to the System will pass to Customer at time of shipment of the System from Verizon's or its third-party vendor's warehouse to Customer, or at the time indicated on the quote (including attachments to the quote) if different from the time of shipment.
5. **Delivery.** In those jurisdictions where Verizon has an established legal presence and except as otherwise provided in the order, delivery of the System will be "DDP", "Delivered Duty Paid" to the Customer's sites as defined by "Incoterms 2010" published by the International Chamber of Commerce, together with the terms and conditions set forth herein. In those situations where delivery under the DDP term is not available delivery of the System will be "DAP", "Delivered At Place", to the Customer's locations as defined by "Incoterms 2010" published by the International Chamber of Commerce, together with the terms and conditions herein.
6. **Taxes.** All charges are exclusive of applicable taxes, tax-like charges, and tax-related and other surcharges ("Tax(es)"), which Customer must pay. In the event that Customer provides Verizon with a valid, duly executed exemption certificate, Verizon will exempt Customer in accordance with the law, effective on the date Verizon receives the exemption certificate. If Customer disputes the application of any Tax, Customer must give Verizon written notice of the dispute within six months of the date of the invoice. Otherwise, such application of Taxes, as between Verizon and Customer, will be deemed correct and binding on Customer. If Customer is required by law to make any deduction or withholding from any payment due hereunder to Verizon, then, notwithstanding anything to the contrary contained herein, the gross amount payable by Customer to Verizon will be increased so that, after any such deduction or withholding for taxes, the net amount received by Verizon will not be less than Verizon would have received had no such deduction or withholding been required.
7. **Import of Equipment.** Customer will provide such assistance to Verizon as may be necessary in connection with the importation of the System into the countries in which the Customer sites are located, and as required in accordance with local regulations. Such assistance may include but not be limited to acting as the importer of record and paying import duties, fees and taxes, if any, using Customer's Tax Registration Number. Upon becoming the importer of record, Customer may be subject to the obligations placed on 'Producers' as defined and set out in the Waste Electrical and Electronic Equipment Directive 2002/96/EC or any equivalent local directive, or the relevant local legislation implementing the provisions of any such directive.
8. **Cancellation.** Prior to Customer Acceptance, either party may cancel an Order or a SOW for convenience, in whole or in part. A Customer cancelling any Order or a SOW for convenience before it has been accepted is subject to cancellation charges, based on the stage the CPE Service or System has reached toward such acceptance, which may include charges: (i) for all System elements and CPE Services provided up to the date of cancellation; (ii) for all expenses incurred up to the date of cancellation, including but not limited to the costs of cancelling purchase orders, shipping charges for the return of System elements, if permitted by Verizon, removal of System elements and other contractual obligations made by Verizon to meet its obligations under the Order, and (iii) a minimum restocking fee of 35% of the price of the System, as shown on the applicable Order or SOW, for any System elements returned, provided such return is permitted by the provider of the System element, and as authorized by Verizon.
9. **Termination.** Subject to the MRP Service Terms and Conditions section below, after Customer Acceptance, either party may terminate an Order for CPE Services for convenience, in whole or in part upon 30 days prior written notice to the other party. If a CPE Service is terminated by Customer pursuant to this Section, Verizon has no further responsibility under the Order and Customer will promptly pay Verizon an amount up to the full amount of the remaining payments due under the Order as if not terminated and any expenses incurred by Verizon. Where multiple SOWs are associated with these CPE Service and System Terms, the termination of one or fewer than all of the SOWs will only affect the terminated SOWs, and any additional SOWs will remain in effect.

- 9.1 **Termination for Cause.** If either party fails to perform material terms of these CPE Service and System Terms and (i) such failure is not cured within 30 calendar days following receipt of a default notice in writing from the other party; or (ii) if such failure cannot reasonably be cured within such 30 calendar days, and the defaulting party fails to use commercially reasonable efforts to cure such breach as soon as practicable, but in any event within 90 calendar days following written notice, then the non-defaulting party may suspend its performance of and/or terminate the affected CPE Services or System order to which the default pertains. Upon termination of such CPE Service or System order, Customer is liable for any unpaid charges for the terminated CPE Service incurred up to the time of termination of such CPE Service and for any System element provided up to such termination. These CPE Service and System Terms will not be terminated, and will continue in effect, with respect to all other CPE Services and Systems that are not the subject of such default. Termination of any CPE Service or System will be in addition to and not in substitution of any other rights and remedies available to the non-defaulting party under these CPE Service and System Terms applicable law, or otherwise.
10. **Confidentiality.** Notwithstanding any contrary term in the Agreement and consistent with applicable law, Verizon may disclose the terms of these CPE Service and System Terms, in whole or in part, to: (a) Verizon Affiliates; (b) Verizon's or Verizon's Affiliate suppliers and/or subcontractors that offer (including new offers or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Verizon or Verizon Affiliate products or services, including the financing thereof, under or in connection with these CPE Service and System Terms; (c) successors in interest to Verizon or Verizon Affiliates (by merger or otherwise); and/or (d) persons to whom Verizon or Verizon Affiliates may sell all or part of their respective businesses or assets.
11. **Warranty.** Verizon warrants it will perform the CPE Services provided by Verizon under these CPE Service and System Terms in a good and workmanlike manner. Unless otherwise set forth herein or in an SOW, Verizon is not the manufacturer or licensor of the System but will transfer or pass through to Customer the benefit of any and all manufacturer warranties on the same terms as offered by such manufacturers which are capable of being transferred or passed through.
- 11.1 **UNAUTHORIZED ACCESS.** IN ADDITION TO DISCLAIMERS IN THE AGREEMENT, VERIZON WILL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO VERIZON'S OR CUSTOMER'S TRANSMISSION FACILITIES OR EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD.
- 11.2 **Third Party Services.** Verizon is not the provider of Third Party Services, as defined below, therefore Verizon provides no warranties, guarantees and assurances of quality that apply to Third Party Services but will transfer or pass through to Customer the benefit of any and all third party warranties on the same terms as offered by such third parties which are capable of being transferred or passed through. THE WARRANTIES SET FORTH IN THESE CPE SERVICE AND SYSTEM TERMS ARE IN LIEU OF ALL OTHER WARRANTIES FROM VERIZON TO THE EXTENT PERMITTED BY LAW. Notwithstanding the foregoing, Verizon warrants that the System will be free from defects for 12 months from delivery (the "Warranty Period"). Should the System become defective within this period, Customer shall initially only be entitled to subsequent performance. For the purpose of such subsequent performance Verizon will be subject to receiving notification of the defect within the Warranty Period, comply with the obligations set out in the third party supplier's warranty supplied with the System or otherwise repair or replace the System within a reasonable time period. All other warranty claims regarding the System may only be asserted if subsequent performance has failed. Verizon does not give a warranty for merely immaterial deviations from the agreed condition of the System and fitness for any particular purpose. Customer shall examine the System without undue delay upon delivery with respect to the amount, condition and quality. Obvious defects must be reported to Verizon within 10 business days; claims for warranties for such defects shall be excluded thereafter.
12. **Limitation of Liability.**
- 12.1 **ENTIRE LIABILITY.** SUBJECT TO THE EXCLUSIONS SECTION OF THE AGREEMENT, VERIZON'S AND ANY VERIZON ASSIGNEE'S ENTIRE LIABILITY FOR ANY OTHER DAMAGE WHICH MAY ARISE HEREUNDER, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING VERIZON'S AND ANY VERIZON ASSIGNEE'S NEGLIGENCE, OR OTHERWISE, WILL BE LIMITED TO THE LESSER OF I) THE PURCHASE PRICE OF THE SPECIFIC ORDER GIVING RISE TO THE CLAIM; AND II) THE LIMITATION OF LIABILITY IN THE AGREEMENT.
- 12.2 **EXCLUSIONS.** VERIZON AND ANY VERIZON ASSIGNEE WILL BEAR NO LIABILITY FOR USE OF THE SYSTEM OR CPE SERVICES PROVIDED UNDER THIS ATTACHMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, VERIZON AND ANY VERIZON ASSIGNEE WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SYSTEM WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH THE SYSTEM OR TO WHICH CUSTOMER MAY CONNECT EQUIPMENT.
- 12.3 **Acknowledgement.** Customer and Verizon acknowledge that the warranties, limits on liability and exclusions set out in these CPE Service and System Terms fairly allocate the risk between Customer and

Verizon and any Verizon assignee and are reflected in the charges for the System and/or CPE Services.

13. Insurance

- 13.1 Customer shall maintain in full force and effect, at its own cost and expense, during the Financing Commitment, the following insurance coverage:
- 13.2 Commercial General Liability insurance with a minimum combined single limit of \$2,000,00 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including but not limited to premises-operations; products/completed operations; contractual liability; independent contractors and personal and advertising injury.
- 13.3 Commercial Automobile Liability insurance with a minimum combined single limit of \$2,000,000 each accident for bodily injury and property damage. Coverage shall include owned, non-owned, leased and hired vehicles.
- 13.4 Workers' Compensation in compliance with the statutory requirements of the state(s) of operation and Employer's Liability with a minimum limit of \$1,000,000 each employee-accident/each employee-disease/policy limit.
- 13.5 A combination of primary and excess/umbrella liability policies will be acceptable as a means to meet the limits specifically required hereunder. The required minimum limits of coverage shown above, however, will not in any way restrict or diminish company's liability under this agreement.
- 13.6 Errors & Omissions liability in the amount of \$2,000,000 each claim covering the acts, errors or omissions of Customer under this agreement.
- 13.7 All insurance coverage required herein, excluding Workers' Compensation, Employer's liability and Errors & Omissions liability shall name Verizon Communications Inc., its Affiliates and Subsidiaries as additional insured by means of an unrestricted endorsement to the above policies with regard to any liability arising out of Customer's operations, products or completed operations.
- 13.8 All policies required herein shall (i) contain waivers of subrogation in favor of Verizon (ii) be primary and non-contributory with any insurance or program of self-insurance that may be maintained by Verizon (iii) shall be issued by companies that are licensed, authorized or permitted to conduct business in the jurisdiction in which the work is to be performed (iv) must have an A.M. Best rating of A-; VII or better.
- 13.9 Prior to commencement of work, Customer shall provide Verizon with certificate(s) of insurance that evidence the coverage required by this agreement. Verizon shall receive 30 days prior written notice of intent to non-renew, cancellation or material adverse change, except 10 day notice for nonpayment of premium shall apply. In the event any of the above policies is cancelled, Customer shall immediately submit documentation to Verizon verifying that Customer has obtained alternative insurance in conformance with these CPE Service and System Terms.

14. Intellectual Property Infringement Indemnity.

- 14.1 **Verizon CPE Indemnity.** Verizon is not the manufacturer of the CPE or the owner of any third party software provided for use with the CPE, which CPE and software comprising the System are provided hereunder pursuant to the standard terms and conditions of the respective third party manufacturer and/or owner(s) thereof. Except for such manufacturers' or owners' indemnities applicable to the CPE and/or software that Verizon is authorized to pass through for the benefit of Customer, which such indemnities Verizon hereby agrees to pass through to Customer, the CPE, including software used therewith, is provided to Customer on an AS IS basis, without any express or implied warranties of any type, and without any obligation to defend or indemnify for any infringement.
- 14.2 **Verizon CPE Services indemnity.** Except as provided below, Verizon will defend Customer against any claim, suit, action or proceeding alleging that the purchase or use by Customer of any CPE Services infringes a valid U.S. patent or copyright ("Services Claim"), and Verizon will indemnify and hold harmless Customer against any and all finally awarded costs and expenses, including attorneys' fees, in connection with any such Services Claim.
 - 14.2.1 If the use of any CPE Services is enjoined or subject to a Services Claim, Verizon may, at its option and expense, either procure for Customer the right to continue to use the affected CPE Services, replace the affected CPE Services with substantially equivalent, non-infringing service, or modify the affected CPE Services so that it becomes non-infringing. In the event that none of the foregoing options is commercially reasonable, Verizon may terminate the CPE Services.
 - 14.2.2 Verizon shall have no obligation to defend, indemnify or hold harmless Customer for any Services Claim or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to Customer or, with the exception of Verizon, any agents, contractors, or suppliers acting on behalf of Customer; (ii) any combination, use or operation of any CPE Services with equipment or services provided by Customer or any third party; (iii) any addition to or modification of the CPE Services by Customer, any third party or Verizon at Customer's request; (iv) use of other than the then current unaltered release of any Verizon-provided software used in the CPE Services provided Verizon has made such release available to Customer; (v) any equipment, system, product, process, method or service of Customer which otherwise infringed any U.S. patent or copyright asserted against Customer prior to the supply of the CPE Services to Customer hereunder; (vi) functionality provided by Verizon at the direction of Customer, its agents, employees, or other contractors (including the provision of functionality in accordance with technical specifications provided by Customer); or (vii)

use or operation, by Customer, its agents, employees or other contractors, of CPE Services other than as specified in these CPE Service and System Terms.

- 14.3 The foregoing states the entire obligation of Verizon to Customer and is Customer's sole and exclusive remedy with respect to any claim of infringement of any intellectual property right of any kind, including the manufacturer's(s') or owner's(s') indemnities applicable to the CPE and software that Verizon is authorized to pass through for the benefit of Customer, if any, and Verizon disclaims all other warranties and obligations with respect thereto.
- 14.4 Each party (the "indemnitor") will defend, indemnify, and hold harmless the other party (the "indemnitee") against all claims and liabilities for direct damages imposed on the indemnitee for bodily injuries, including death, and for damages to real or tangible personal property to the extent caused by the negligent or otherwise tortious acts or omissions of the indemnitor, its agents or employees in the course of performance of these CPE Service and System Terms.
- 14.5 The defense and indemnification obligations set forth in this Section are contingent upon (1) the indemnitee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the indemnitee granting the indemnitor the right to control the defense of the same, and (3) the indemnitee's full cooperation with the indemnitor in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, will restrict the indemnitee from participating, on a non-interfering basis, in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the indemnitor on behalf of the indemnitee that includes obligations to be performed by the indemnitee (other than payment of money that will be fully paid by the indemnitor under Sections above) without indemnitee's prior written approval.
15. **Disclosure Indemnification.** If Customer fails to identify and disclose to Verizon concealed Customer equipment, wiring or conditions, as required under these CPE Service and System Terms, then Customer will defend and hold Verizon harmless from any claim, damage or liability resulting from a failure to disclose this information.
16. **Hazardous Substances.** Except as disclosed to and acknowledged in writing by Verizon, Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable hazardous waste or environmental law or regulation) at any site where Verizon is to perform CPE Services under these CPE Service and System Terms. If during such performance Verizon employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. Verizon may suspend performance under these CPE Service and System Terms until the removal or containment has been completed and approved by the appropriate governmental agency and Verizon. Performance obligations under these CPE Service and System Terms will be extended for the period of delay caused by said cleanup or removal. Customer's failure to remove or contain hazardous substances will entitle Verizon to terminate by virtue of law, without Court intervention, delay, or other formality and liability, these CPE Service and System Terms, an order, or an SOW at Verizon's option. Upon such termination, Customer will permit Verizon to remove any System that has not been accepted, will reimburse Verizon for expenses incurred in performing these CPE Service and System Terms, order, or SOW until termination (including but not limited to expenses associated with such termination, such as removing a System, terminating leases, demobilization, etc.), and will complete payment for any portion of a System or CPE Services that has been accepted.
17. **Export and Legal Compliance.** Customer acknowledges that the export, import, and use of certain hardware, software, and technical data provided under the Agreement is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations promulgated thereunder by the U.S. Department of Commerce, and any other applicable laws or regulations of the United States or other relevant jurisdictions (collectively, "Export Laws"). Without limiting the generality of the foregoing the parties further agree:
- 17.1 Customer shall not export, re-export, release, transfer or allow the diversion of any items, hardware, software, technology, or the direct product of such technology obtained by Customer under these CPE Service and System Terms without first complying fully with all applicable Export Laws and obtaining any and all required licenses from United States and other governmental authorities.
- 17.2 Customer shall not conduct business with any company, individual, organization or country that is subject to trade sanctions, embargoes, or other restrictions under applicable Export Laws, nor any entity that is involved in an end use prohibited under Export Laws including but not limited to chemical or biological weapons proliferation or nuclear or missile technology proliferation, in either case without complying fully with all applicable Export Laws and obtaining any and all required licenses from United States and other governmental authorities.
- 17.3 Customer shall cooperate with and provide all necessary information to Verizon in order to facilitate full compliance with all trade-related laws and regulations.
- 17.4 Unless prohibited by law, Customer agrees to provide notice to Verizon of trade compliance related communications received from and/or actions taken by government export officials and/or customs authorities, as relate specifically to the System and/or CPE Services provided herein by or to Customer. Notice shall be provided to Verizon within 10 days of receiving the above referenced communications or notice of actions to be taken by government officials. Such notice shall include the details of any pending

- investigation and to what extent Verizon items, hardware, technology, or services are involved.
- 17.5 Customer further agrees to release, hold harmless, defend, and indemnify Verizon, its officers, directors, shareholders, agents, and employees, from and against any claims, breaches of the representations, costs, damages, penalties, fines or liabilities (including attorneys fees) arising out of, or in connection with any violation or alleged violation by Customer of Export Laws.
- 17.6 Verizon may refuse to proceed with any transaction contemplated hereunder where it determines such transaction may violate Export Laws. The obligations in this section survive the expiration or early termination of these CPE Service and System Terms.
18. **Order of Precedence.** In the event of conflicts among the terms of the Agreement, these CPE Service and System Terms, an Order, a SOW and any Schedule, the following order of precedence will apply: (i) the Schedule; (ii) Order; (iii) these CPE Service and System Terms; (iii) the Agreement; and (iv) the SOW.
19. **Exclusion of CISG.** The United Nations Convention for the International Sale of Goods shall not apply.
20. **Third Party Services.** In addition to the terms of the Agreement, any third party maintenance and services will be provided on a Subscription basis in accordance with (i) the Third Party Services Agreement generally available on their respective websites or attached as an exhibit and (ii) the relevant terms and conditions of these CPE Service and System Terms, specifically excluding the termination for convenience provisions in the first subsection of the Termination section in this Part III, above. A subscription ("Subscription") means the agreement by which Customer purchases, and Verizon resells, certain CPE Services provided by third parties ("Third Party Services"). The charges and/or the terms and conditions applicable to the Subscription(s) may change at Customer's renewal or extension of such Subscription(s). Information concerning some Third Party Services Agreements is provided below, however, additional Third Party Services Agreements may be provided from Verizon from time to time as required by an order.
- 20.1 **Cisco Services.** When ordering Cisco products or services, Customer acknowledges having read and understood the applicable End User Obligations and service descriptions found at <http://www.cisco.com/go/servicedescriptions/> or other URL as may be provided by Cisco from time to time. Further, Customer agrees to the terms and conditions of Cisco's Software License Agreement, available via the web URL shown above. Further, Customer agrees to the terms and conditions of Cisco's Software License Agreement.
- 20.2 **Juniper Services.** When ordering Juniper products or services, Customer acknowledges having read and understood the applicable End User Obligations and service descriptions found at <http://www.juniper.net/support/guidelines/990216.pdf> or other URL as provided by Juniper Networks from time to time.
- 20.3 **Polycom Services.** When ordering Polycom products or services, Customer acknowledges having read and understood the applicable End User Obligations and service descriptions found at <http://www.portal.polycom.com> or other URL as provided by Polycom from time to time.
- 20.4 **Riverbed Services.** When ordering Riverbed products or services, Customer acknowledges having read and understood the applicable end user obligations and license agreements, and service descriptions found at www.riverbed.com/license or other URL as provided by Riverbed from time to time.
- 20.5 **Sonus Services.** When ordering Sonus products or services, Customer acknowledges having read and understood the applicable end user obligations and license agreements, and service descriptions found at <http://www.sonusnet.com/global-services/customer-support/maintenance-plans.aspx> and <http://www.sonusnet.com/Products/Sonus-Software-EULA.aspx> or other URL as provided by Sonus from time to time.
- 20.6 **MobileIron.** MobileIron server software may only be installed in Customer owned, maintained and/or controlled servers housed on Customer's premise, or in data center space controlled by a third party, located within the United States.
- 20.7 **AirWatch.** AirWatch software is subject to the manufacturer's license and support terms and conditions, which are available at http://www.air-watch.com/downloads/legal/20130815_AirWatch_EULA.pdf (the "AirWatch EULA). Customer's acceptance of an Order containing AirWatch software represents agreement to license such AirWatch software under the AirWatch EULA. Maintenance and Support is included as part of manufacturer's subscription license plan or at an additional annual fee under a perpetual license model as shown in an Order. In the case of a perpetual license, annual Maintenance and Support commences upon delivery of the software. Additional licenses can be purchased under a separate or supplemental Order.
21. **Greece.** For CPE Services and Systems provided in Greece, for the avoidance of doubt, Verizon shall bear the after sales responsibilities according to the provisions of article 5 of LAW 2251/2004, as in force.
- 21.1
22. **Additional Service Terms and Conditions for the provision of CPE and CPE Services.**
- 22.1 **MRP Service Terms and Conditions.**
- 22.1.1 **Term.** The term of the financing commitment for each System is specified in the related Order ("Financing Commitment") and commences on Customer Acceptance. Except in the case of Cause attributable to Verizon, Customer's payment obligation as provided in the Order for such System and CPE Service is absolute and unconditional after Customer Acceptance, without set-off,

abatement, or deduction. Customer hereby further waives any recoupment, cross-claim, counterclaim, or any other defense at law or in equity to any such payment or other amount due with respect hereto, whether any such defense arises out of these Service Terms, the Agreement, any Statements of Work, or Order, any claim by Customer against Verizon, its assignees or supplier, or otherwise.

- 22.1.2 **Customer Acceptance.** In addition to the Customer Acceptance procedures in the CPE Deployment Services section, Customer must indicate its approval of the System by a Customer-authorized signature on the Verizon-provided acceptance document.
- 22.1.3 **Title and Security for Systems Under MRP.** With MRP, Customer will not have title to the System or any sub-element thereof. Verizon or a TPFC will have title. Customer waives and releases any right, title and interest that it may have in a System. In the event that MRP is determined to be an extension of credit, Customer hereby grants a security interest in Customer's right, title and interest, now existing and hereafter arising, in and to any System, including all insurance, warranty, and chattel paper arising out of a System to secure payment of all amounts due. Verizon assignee TPFC may, at its option, perfect ownership in a System by filing a registration or financing statement (e.g., in the United States, a Uniform Commercial Code filing) naming Customer as the debtor and identifying the ownership or security interest in the System, as applicable.
- 22.1.4 **Verizon Assignment Under MRP.** When the assignee TPFC holds title to a System, Verizon will, at Customer Acceptance, assign certain of its rights with respect to such System and related CPE Service, each as indicated on the order, to such TPFC assignee, including without limitation: (a) the right to receive a portion of the payments due hereunder that relate to the System and CPE Services under MRP; (b) the benefits, in addition to any such benefits not assigned and thus retained by Verizon, of (i) any indemnity and/or limitations of liability with respect to the System and CPE Services, and (ii) Customer's representations and warranties with respect to the System and CPE Services, in either case contained herein or the Agreement; and (c) in the case of a Customer Event of Default (as defined below), the right, in addition to any such rights not assigned and thus retained by Verizon, to enforce on its own behalf any of its assigned rights, including the right to enforce payment of amounts relating to the System and CPE Services, or to take possession of or enforce title to the System.
- 22.1.5 **Event of Loss.** Customer will promptly notify Verizon in writing if any item of the System becomes unfit or unavailable for use (e.g. lost, stolen, damaged, or destroyed) (an "Event of Loss"). Customer may choose to repair or restore the System to the condition it had prior to such Event of Loss, or replace such damaged System with Like Equipment, as defined below, each at Customer's cost and expense. Otherwise, Customer will pay to Verizon within sixty (60) days after such Event of Loss the System Casualty Value (as defined below) associated with such System as of the date of the Event of Loss, and title to the damaged System will pass to Customer upon such payment. "Like Equipment" is equipment which (a) has been manufactured by the same manufacturer as the System; (b) is of the same type and model as the System (or the manufacturer's equivalent type and model), with all engineering changes incorporated as specified by the manufacturer; (c) has an equal or greater market value as the System Element replaced by Like Equipment; and (d) meets all requirements for the System as set forth in the Order or herein. "System Casualty Value" is an amount equal to (i) the present value of all remaining MRC for such System, or element thereof, from the date of the Event of Loss through the end of the Financing Commitment, discounted at a rate equal to the rate in effect for U.S. Treasuries, as of the date of the Customer Acceptance, with a term equal to the Financing Commitment, plus (ii) for MRP, the purchase price as of the date of the Event of Loss for such System, or element thereof, as provided by Verizon promptly after receipt by Verizon of a notice of Event of Loss.
- 22.1.6 **Customer Responsibilities.**
- 22.1.6.1 **Condition of the System.** Customer will ensure that the System is covered by Verizon Maintenance for the duration of the Financing Commitment or any renewal thereof.
- 22.1.6.2 **No Customer Assignment; Lien.** Customer will not: (a) assign, transfer or otherwise dispose of any System or individual element thereof, or any right or obligation hereunder as it relates to the System or CPE Services or any rights or obligations with respect thereto, (b) provide a right of use of any of the System and CPE Services to any person other than Customer, (c) permit the System and CPE Services to be under the dominion and control of any other person or party, other than Customer, or any maintenance provider acting on behalf of Customer other than Verizon or (d) create, incur, or permit to exist any security interest, lien or encumbrance with respect to any of the System.
- 22.1.6.3 **Insurance.** Customer shall obtain and maintain for the duration of the Financing Commitment, including any extension thereof, at its own expense, commercial general liability insurance, and special risk insurance against loss or damage to the System as a result of fire, explosion, theft, vandalism and such other risks of loss as are normally maintained on equipment of the type financed hereunder by companies carrying on the business in which Customer is engaged, in the minimum amount of the full replacement

cost value, in such form and with such insurers as shall be satisfactory to Verizon. Each insurance policy shall name Customer as insured and Verizon and its successors and assigns as additional insureds and loss payees thereof as their interests may appear, and shall provide that it may not be cancelled or materially altered without at least thirty (30) days' prior written notice thereof being given to Verizon (or ten (10) days in the event of non-payment of premium). Customer shall provide Verizon with a certificate of insurance evidencing the coverage required by these MRP terms. If at any time Customer fails to provide the necessary insurance and Customer does not provide insurance from another insurance company, the foregoing insurance may be provided on behalf of Customer at Customer's sole cost and expense, i.e., "forced place" insurance.

- 22.1.7 **Hold Harmless.** Customer agrees to indemnify and hold Verizon and its assignees harmless from any and all liability, loss, damage, expense, and causes of action arising from or based upon the System under this MRP, or actual or alleged use of same except, with respect to Verizon, for action, suits, claims or judgments covered under the relevant Verizon indemnifications to Customer in the Master Terms.
- 22.1.8 **Events of Default.** The following shall constitute a "Customer Event of Default" under these MRP terms and Cause under the Master Terms: (i) failure by Customer to pay any amounts due under these MRP terms; (ii) Customer fails to maintain insurance as required under these MRP terms or to pay for "forced place" insurance; (iii) failure to return a System to Verizon as provided herein; or (iv) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings are instituted by or against a Customer or any guarantor of a Customer, or all or any part of such person's property, under the United States Federal Bankruptcy Code or other law of the United States or of any other jurisdiction in which Systems are located or being used, and, if such proceeding is brought against such person, it consents thereto or fails to cause the same to be discharged within sixty (60) days after it is filed; or (v) Customer or any guarantor of Customer terminates its existence by merger, consolidation, sale of substantially all of its assets or otherwise, unless the surviving entity or purchaser of such assets is (1) approved in writing by Assignor (after receipt of written approval from Assignee) prior to such termination or sale, which approval shall not be unreasonably withheld, conditioned or delayed, or (2) of a credit rating as rated by Standard and Poor's of BBB- or better or by Moody's Investors' Service of Baa3 or better after such sale or termination. Customer shall reimburse Verizon for all reasonable and necessary charges, costs, expenses and attorney's fees incurred by Verizon or the assignee in exercising any remedy against Customer hereunder.
- 22.1.9 **Termination.** Notwithstanding any other provision in these CPE Service and System Terms, in the event of any termination of a MRP by Customer for convenience or for any other reason (including without limitation Customer's invocation of a Force Majeure Event pursuant to a Order or the Agreement) except for Cause, or in the event of any termination by Verizon for Cause, Customer will pay to Verizon (i) an amount equal to the aggregate of all remaining monthly recurring charges for the System as set forth in the order from the date of termination through the end of the Financing Commitment, plus (ii) in the case of TPFC financing, the fair market value as of the date of termination for the System as provided by Verizon promptly after termination, or regardless of financing entity and at Verizon's discretion, return of the System as provided below. Customer agrees that as between Verizon and Customer Verizon shall have the right to determine which portion of Customer's MRP charges represents Services and which represent the System.
- 22.1.9.1 Upon such termination of a MRP and if Verizon requires the return of the System, Customer shall return the System at its expense, to Verizon or Verizon's designee, and such returned System shall be shipped to be received: (i) no later than 15 business days after the termination is effective; and (ii) at the location as provided in writing by Verizon and in the condition provided below. If Customer fails to return the System within the above time period, then such failure shall constitute a "Customer Event of Default" hereunder and Cause under the Master Terms.
- 22.1.9.2 **Condition of Returned Equipment.** When a System is returned to Verizon or its designee, Verizon will cause the System to be inspected and certified acceptable for the manufacturer's maintenance service. If any of the System is not in good repair, condition and working order, ordinary wear and tear excepted, Customer will pay Verizon the reasonable out-of-pocket expenses incurred in bringing such System up to such status, but not in excess of the System Casualty Value.
- 22.1.10 **End of MRP Financing Commitment.** At the end of the Financing Commitment, the term will continue until terminated by either party, with or without Cause, effective 90 days after written notice of termination is given to the other party. Upon such termination, Customer shall return the System as provided in the Termination section above.
- 22.1.11 **Disputed Claims.** Notwithstanding the Dispute Resolution provision in the Agreement, a TPFC is entitled to enforce, outside of arbitration, all rights held by or assigned to such TPFC following the negotiation period applicable to Disputed Claims (as defined in the Agreement), unless Verizon or

- such TPFC determines in its sole discretion to submit the issue to arbitration and notifies the Customer in writing within thirty days following the end of such negotiation period. Nothing herein or in the Agreement shall be construed to preclude immediate enforcement outside of arbitration by a TPFC of its rights to enforce its security interests in the event of a Customer Event of Default.
- 22.1.12 **Property Taxes.** In addition to any Taxes or Governmental Charges, Customer will pay to Verizon the amount of any personal property taxes incurred on the System. Such personal property taxes will be included in the charges shown in the Order, provided however, that changes to such taxes (e.g. for tax rate increases) may require that a new Order be issued.
- 22.1.13 **No Warranties or Representations.** Under this MRP, Verizon or its assignee makes no warranty or representation, express or implied, including but not limited to fitness for a particular purpose, merchantability, quality, design, condition, capacity, suitability or performance of the System, the material and workmanship thereof or as to intellectual property rights, it being agreed that all such risks as between Verizon and Customer are to be borne by Customer alone and at Customer's expense. To the extent deemed applicable and to the extent permitted by applicable law, Customer waives any and all rights or remedies conferred upon a "lessee" under section 2a-508 through 2a-522 of the uniform commercial code or similar provisions under another commercial code or statute with respect to a default by a "lessor" as such sections may be applied to a MRP.
- 22.2 **CPE Deployment Services Terms and Conditions in the United States.**
- 22.2.1 **Warranty.**
- 22.2.1.1 **Voice Equipment.** In addition to other applicable warranties contained herein, for voice Systems installed by Verizon, the warranty period begins on the In-Service Date and continues for 12 months
- 22.2.1.2 **CPE Deployment Services Warranties.** Verizon warrants that any cables and connectors between the System and any other equipment on Customer's premises that are provided by Verizon will be in good working order for a period of thirty days after installation unless the failure of such cables and connectors is caused by Customer's misuse or abuse.
- 22.2.1.3 These warranties do not cover damage to or malfunction of the System caused in whole or in part by Customer or third parties through other than normal use of the System or caused by an event external to the System.
- 22.2.2 **Customer Furnished Equipment Terms and Conditions.** Verizon is not responsible for implementation delays, loss, or damage to equipment when equipment is shipped to Verizon without a detailed BOM or inbound delivery number or to the extent CFE shipments are not consistent with the BOM.
- 22.3 **Maintenance Terms and Conditions.**
- 22.3.1 Verizon reserves the right to change the rates, terms and conditions of Maintenance Service under these CPE Service and System Terms to be effective upon the commencement of any renewal term and without formal amendment of these CPE Service and System Terms by providing Customer written notice thereof prior to the expiration of the then-current term. If Customer is unwilling to accept such amended rates, terms and conditions, Customer will provide Verizon written notice thereof prior to the expiration of the then-current term, in which event the maintenance service will terminate upon expiration of the then-current term. Verizon may terminate the Maintenance Service at the end of the then current term upon 60 days written notice. Otherwise the Maintenance Service will continue to be provided at the then current undiscounted rate. If Customer has pre-paid the Maintenance Service and terminates prior to the end of the term, Customer will be reimbursed for the unused portion of the Maintenance Service, less any applicable cancellation charge and discount received unless a relevant Third Party Services Agreement does not allow for such reimbursement.
- 22.3.2 **Data Maintenance Terms.** Verizon warrants that Verizon Data Maintenance - Network and Maintenance Takeover Service will be performed in a good and workmanlike manner. CUSTOMER'S SOLE REMEDY FOR A BREACH OF THIS WARRANTY IS FOR VERIZON TO REPERFORM THE DEFECTIVE WORK.
- 22.4 **CPE Related Assessment Services Terms and Conditions in the United States.**
- 22.4.1 **Term of Services.** The CPE Related Assessment Services will commence as set forth in the applicable SOW and will continue in effect for the period of time required for Verizon to provide such CPE Related Assessment Services, or otherwise as specified in such SOW.
- 22.4.2 **Warranties and Disclaimer.**
- 22.4.2.1 **Verizon Warranty.** Verizon warrants that it will perform CPE Related Assessment Services in a good and workmanlike manner substantially in accordance with accepted industry standards, and that any deliverables will comply with the specifications agreed to by the parties in a SOW.
- 22.4.2.2 **Customer Warranty.** Customer warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Verizon access to, any programs, systems, data, materials, IP addresses, domains or other information furnished by Customer to

Verizon for the purpose of enabling Verizon to perform the Professional Services. Customer hereby assumes the sole responsibility for the accuracy of the IP addresses, domains, programs, systems, data, materials or other information furnished by Customer to Verizon.

22.4.2.3 **Verizon's Disclaimer of Warranties.** Without limiting anything else in this Service Attachment, the disclaimer of warranties in the Agreement applies to this Service Attachment. Any Verizon warranty applies to Customer only.

22.4.3 **Deliverables.** Any deliverable related to the provision of CPE Related Assessment Services will be set forth in a SOW. Customer's use of the deliverables, unless otherwise specified in the applicable SOW, is as follows:

22.4.3.1 **License to use Deliverables.** Verizon grants to Customer a non-exclusive, nontransferable, license to use any deliverables solely for Customer's internal business purposes during the term of any related Verizon service, including the right to make a reasonable number of copies of such deliverables, if applicable, except as otherwise agreed to in a SOW.

22.4.3.2 **Ownership and Confidentiality of Deliverables.** As between Verizon and Customer, all right, title and interest in any deliverable is owned by Verizon and both the deliverable and any information, materials, methodologies or know-how used by Verizon in connection with any deliverable, is the Confidential information of Verizon, except for (a) any Customer-owned information or materials that pre-existed the signing of the applicable SOW, and (b) as otherwise agreed to in a SOW.

22.4.3.3 **Verizon Reservation of Rights.** Except as expressly granted herein, Customer receives no ownership, license, or other interest in any intellectual property or proprietary information created or delivered by Verizon, whether in connection with its performance of the Agreement or otherwise.

22.4.4 **General Provisions.** Except with the prior written consent of the other party, both parties agree that, during the term of CPE Related Assessment Services and for a period of 12 months thereafter, they shall not directly solicit, divert or recruit any employee of the other, who is or was involved in the performance of the CPE Related Assessment Services at any time during the term of the CPE Related Assessment Services, to leave such employment. This restriction does not prevent a party from considering for employment any individual, whether or not an employee of the other party, who has responded to a general public solicitation.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1. DISPUTES - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. HOLD HARMLESS - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. PAYMENT - Any reference to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. INTEREST - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. NO WAIVER - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. FISCAL YEAR FUNDING - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. STATUTE OF LIMITATIONS - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. FEES OR COSTS - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. ASSIGNMENT - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. LIMITATION OF LIABILITY - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. RIGHT TO TERMINATE - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. TERMINATION CHARGES - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. RENEWAL - Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. INSURANCE - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. RIGHT TO NOTICE - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. ACCELERATION - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. CONFIDENTIALITY - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. DELIVERY - All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:

State of West Virginia

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

Verizon Business Network Services Inc. on behalf of Verizon Network Integration Corp.

Company Name: _____

Signed: [Signature]

Title: Sr. Mgr


Date: 1/28/2019

**STATEMENT OF WORK (SOW) NO. 1
TO VERIZON VOICE AND DATA EQUIPMENT AND RELATED SERVICES ATTACHMENT
Custom Services**

Customer: State of West Virginia, Office of the Attorney General	Quote: 1-3J2939Z
Contract ID: TBD for AGO1000000004	Date: January 25, 2019

Verizon Business Network Services Inc., on behalf of
Verizon Network Integration Corp.
One Verizon Way
Basking Ridge, N.J. 07920

State of West Virginia
Office of the Attorney General
1900 Kanawha Blvd East
Charleston, WV 25305

Signed: 
Name: Anthony Recine
Title: Vice President
Date: 1/28/2019

Signed: _____
Name: _____
Title: _____
Date: _____

This Statement of Work ("SOW") amends and is a part of the Voice and Data Equipment and Related Services Attachment and related Verizon master services agreement (collectively "Agreement"), entered between Verizon Network Integration Corp. ("Verizon"), and the State of West Virginia ("Customer"), Contract ID number as shown above.

Description of Project

1. Services.

This SOW defines the services and deliverables that Verizon will provide to Customer under the terms of the Agreement ("Custom Services") and forms the basis for the pricing in the quote referenced above (the "Quote"). Verizon will perform the Custom Services at the locations listed in the Quote.

2. Scope of Work.

Remote professional services for initialization, configuration, and migration of ASA Firewalls

3. Deliverables and Documentation (if any) to be Produced by Verizon and Verizon Obligations.

- Deliverables and Documentation
 - Remote professional services for initialization, configuration, and migration of ASA Firewalls for a total of two (2) days, that is, sixteen (16) total hours, with Project Management oversight.
 - Remote professional services for firewall configuration to build configuration files and remotely configure firewalls and VPN (Virtual Private Network) settings.
 - All work to be performed during Normal Business Hours, that is, Monday through Friday, 0800 Hours to 1700 hours, excluding Verizon and State of West Virginia observed holidays.
 - The following equipment is covered under this SOW (Statement of Work):

Part Number	Description	Quantity
FPR2110-NGFW-K9 or equal	Cisco FirePOWER 2110 NGFW-Firewall or equal	4 each
WS-C3850-24XS-S or equal	Cisco Catalyst Network Switches or equal	4 each
SFP-10G-SR-S or equal	Cisco 10GBASE-SR SFP+ modules or equal	28 each

4. Documentation to be Produced by Customer and Customer Obligations (if any).

Customer must:

- Dispose of all decommissioned equipment, unless provided otherwise in the Quote.
 - If this box is checked, Verizon will dispose of certain decommissioned equipment as provided in the Quote.
- Additional Responsibilities:
 - State of West Virginia Office of the Attorney General is to provide existing set up and configuration information, as necessary.
 - State of West Virginia Office of the Attorney General is to provide any and all requirements that might impact the configuration.

5. Acceptance Testing Criteria for the Service or Deliverable(s).

Conduct acceptance testing in accordance as set forth in the Agreement and herein.

6. Conditions.

- If this box is checked, this project includes Overtime work.
- If this box is checked, this project includes Sunday and Holiday Hours.
- If this box is checked, Verizon personnel will require additional training for site access.

• Additional Assumptions:

- Pricing is valid through December 31, 2019
- Requires advanced notice of four (4) weeks prior to project start
- All work to be performed during Normal Business Hours, that is, Monday through Friday, 0800 Hours to 1700 hours, excluding Verizon and State of West Virginia observed holidays.

7. **Term of SOW.** This SOW is effective upon full execution by the parties and will remain in effect during the delivery of the Custom Services. Except for warranties specifically provided herein or in the Agreement, this SOW will terminate upon final delivery of the Custom Services.

Custom Services are limited to the services, deliverables, documentation, and conditions stated herein and in the Agreement, and the System defined in the quote. Customer's and Verizon's authorized representative has signed as of the respective date shown below.