



4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

July 2, 2019

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

RECEIVED

2019 JUL -2 PM 12: 51

WV PURCHASING
DIVISION

Attention: Brittany Ingraham
RE: LOT1900000008

Dear Ms. Ingraham:

Verizon is pleased to submit its proposal for Core and POE Switches on behalf of West Virginia Lottery in response to RFQ LOT 1900000008.

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 WV Lottery (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.



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: 582831

Doc Description: FOUR CORE SWITCHES AND FOUR POE SWITCHES

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-06-19	2019-07-02 13:30:00	CRFQ 0705 LOT1900000008	1

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

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Signature X

Chi Uly Romaine

FEIN #

23-2743964

DATE

06/28/2019

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

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of WEST VIRGINIA LOTTERY to establish a contract for the one time purchase of 4 Core Switches providing redundancy, Cisco 9500 switches or Equal, and 4 Cisco 9300 for POE and Port density, or Equal, including all components as described in Section 3.1 for the Lottery's Main Data Center located at 900 Pennsylvania Ave, Charleston, WV 25302 as well as the backup data center in Bridgeport WV, per the bid requirements, specifications, terms and conditions attached to this solicitation.

The switches shall include hardware support for a three-year period as further discussed in the specifications.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Network switches	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description :

 Please see Exhibit A Pricing Page.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. TOTAL BID AMOUNT is the amount the Vendor should enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

LOT1900000008	Document Phase Draft	Document Description FOUR CORE SWITCHES AND FOUR POE SWITCHES	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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 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: **June 25, 2019 at 10:00 AM EDT**

Submit Questions to: **Brittany Ingraham**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Brittany.E.Ingraham@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: FOUR CORE SWITCHES AND FOUR POE SWITCHES
BUYER: Brittany Ingraham
SOLICITATION NO.: CRFQ LOT1900000008
BID OPENING DATE: July 2, 2019
BID OPENING TIME: 1:30 PM EDT
FAX NUMBER: 304-558-3970

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: July 2, 2019 @ 1:30 PM 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

Revised 06/05/2019

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: 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: \$500,000.00 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.

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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 06/05/2019

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, Sr Client Partner

(Name, Title)

Sandra Hawkins, Sr Client Partner

(Printed Name and Title)

4700 MacCorkle Av SE, Charleston, WV 25304

(Address)

304-356-3395/304-356-3590

(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)

Obi Romaine

(Authorized Signature) (Representative Name, Title)

Obi ROMAINÉ - SNR ANALYST

(Printed Name and Title of Authorized Representative)

06/28/2019

(Date)

304-356-3395/304-356-3590

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CISCO OR EQUAL CORE SWITCH

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WEST VIRGINIA LOTTERY to establish a contract for the one time purchase of 4 Core Switches providing redundancy, Cisco 9500 switches or Equal, and 4 Cisco 9300 for POE and Port density, or Equal, including all components as described in Section 3.1 below for the Lottery's Main Data Center located at 900 Pennsylvania Ave, Charleston, WV 25302 as well as the backup data center in Bridgeport WV. The switches shall include hardware support for a three-year period as further discussed below:

The West Virginia Lottery operates in a Vcenter/VMware environment using EMC storage at its headquarters on Pennsylvania Avenue in Charleston. Key peripherals are inter-connected through a CISCO 6509 Series core switch. There is a redundant data center in Bridgeport with an identical hardware configuration but it uses a core switch that is a model 4507R. That switch is past end-of-life and critical to the requirement that the Lottery operate on a 24x7 basis to support revenue for the state. Other switches and the Cisco Unity VOIP phone system are interconnected. This Request for Quotation is to replace the Charleston and Bridgeport switches with **(2) Two current model 9500 series switches for Core Network Connectivity per site and (2) Two Cisco 9300 Series Switches for POE and port density per site.** The 4507 Core switch is no longer supported by Cisco and must be replaced. Replacement of the Primary Data Center Switch will add Fiber port density and redundancy that will improve the current environment. This will result in a configuration that can best support the Lottery's need for redundancy and minimal downtime.

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 **"ACL"** means Access Control List consisting of permit and deny conditions to apply to packets and route network data.
 - 2.2 **"Contract Item"** means Cisco 9500 and Cisco 9300 series switches as more fully described by these specifications.
 - 2.3 **"Cryptographic modules"** means any combination of hardware, firmware or software that implements cryptographic functions such as encryption, decryption, digital signatures, authentication techniques and random number generation.

REQUEST FOR QUOTATION
CISCO OR EQUAL CORE SWITCH

- 2.4 **“EIGRP”** means Enhanced Interior Gateway Routing Protocol and is an advanced distance-vector routing protocol that is used on a computer network for automating routing decisions and configuration.
- 2.5 **“FIPS”** means Federal Information Processing Standard.
- 2.6 **“IGMP”** means Internet Group Management Protocol and is a communications protocol used by hosts and adjacent routers on IPv4 networks to establish multicast group memberships.
- 2.7 **“IPV4”** means the 4th version of the Internet Protocol and is still the most common one in use today.
- 2.8 **“IPV6”** means the next-generation protocol, designed to replace IPV4 and allowing more users and devices to communicate on the Internet by using bigger numbers to create IP addresses.
- 2.9 **“MPLS”** means multiprotocol label switching and is a type of data-carrying technique for high-performance telecommunication networks that directs data from one network node to the next based on short path labels rather than long network addresses, avoiding complex lookups in a routing table.
- 2.10 **“MSTP”** means Multiple Spanning Tree Protocol and it enables multiple VLANs to be mapped to the same spanning-tree instance, reducing the number of instances needed to support a large number of VLANs.
- 2.11 **“Netflow Export”** means the ability to export Netflow data that provides statistics to monitor switch performance.
- 2.12 **“PoE+”** means the 803.3at standard that specifies the maximum amount of power that can be provided over Cat5 cabling.
- 2.13 **“Policy Based Routing”** means a technique used to make routing decisions based on policies set by the network administrator.
- 2.14 **“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.
- 2.15 **“PIM protocol”** means Protocol Independent Multicast and is a collection of multicast routing protocols, each optimized for a different environment.

REQUEST FOR QUOTATION
CISCO OR EQUAL CORE SWITCH

- 2.16** “**QoS**” means a standard for measuring transmission rates, error rates and other characteristics that apply to the telecommunications of data.
- 2.17** “**RSTP**” means Rapid Spanning Tree Protocol and is related to providing faster re-convergence time as compared to protocols used earlier, by using protocol handshake messages rather than fixed timeouts.
- 2.18** “**SFP+**” means a small form-factor pluggable transceiver.
- 2.19** “**Solicitation**” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.20** “**Supervisor engine**” means a module that acts as a supervisor controlling functionality of other modules or interface cards to perform certain functions.
- 2.21** “**Switch**” means a computer networking device that connects devices together such as servers or disk storage by using packet switching to receive, process and forward data to the destination device.
- 2.22** “**Traffic shaping**” means a computer network traffic management technique which delays some or all datagrams to bring them into compliance with a desired traffic profile. Traffic shaping is a form of rate limiting.
- 2.23** “**UPOE**” means providing the capability to source up to 60W of power by using all four pairs of standard Ethernet cabling (Cat5E or better).
- 2.24** “**VLAN**” means a Virtual Local Area Network where a broadcast domain is partitioned and isolated in a computer network at the data link layer (OSI Layer 2).
- 2.25** “**VRF Lite**” means a table that provides for Virtual Routing and Forwarding. It operates at the OSI layer 3 and the lite version does not include MPLS.
- 2.26** “**Wireless LAN Controller**” means providing wireless network connectivity on a LAN, or local area network.
- 2.27** “**Solicitation**” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**REQUEST FOR QUOTATION
CISCO OR EQUAL CORE SWITCH**

3. GENERAL REQUIREMENTS

3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in disqualification.

3.1.1 Vendor shall provide (4) Four Cisco Catalyst 9500 switches, #c9500-24Y4C-A or Equal. Vendor providing an alternative solution must describe how each component will provide equivalent functions in their response.

3.1.1.1 Switches Must have Cisco (3) Three Years Smartnet Maintenance for all switches SNTC-8x5xNBD Catalyst 9500 24-port 25/100G Only, ADVa #CON-SNT-C95024YA or Equal.

3.1.1.2 Switches Must Support SFP/SFP+/SFP28 AND QSFP+ and QSFP28 CONNECTIONS or Equal.

3.1.1.3 Vendor shall provide (4) Four Cisco Universal, #s9500UK9-169 or Equal.

3.1.1.4 Switches must be able to be stacked using StackWise Virtual technology and managed as a single unit, #C9500-NW-A or Equal.

3.1.1.5 Switches Must have (4) Four redundant 650W AC Config Power Supplies with front to back cooling, #C9K-PWR-650WAC-R, C9K-PWR-650WAC-R/2 or Equal.

3.1.1.6 Vendor shall provide (8) Eight Power Cords 125VAC 13A NEMA 5-15 Plug North America #CAB-9K12A-NA or Equal.

3.1.1.7 Switches must support pluggable SSD storage with #C9K-F1-SSD-Blank included or Equal.

3.1.1.8 Vendor must supply Term Licenses for C9500 DNA Advantage, #C9500-DNA-24Y4C-A or Equal.

3.1.1.8.1 Cisco Catalyst 9500DNA Advantage shall be for (3) Three Years, #C9500-DNA-L-A-3Y

**REQUEST FOR QUOTATION
CISCO OR EQUAL CORE SWITCH**

- 3.1.1.9** Vendor must provide (8) Eight 40GBASE-CR4 Passive Copper Cable 3M, #QSFP-H40G-CU3M= or Equal
- 3.1.1.10** Vendor must provide (36) Thirty-Six 10GBASE-LRM SFP Modules, #SFP-10G-LRM= or Equal.
- 3.1.2** Vendor shall provide (4) Four Cisco Catalyst 9300 switches, # C9300-48P-A or Equal.
 - 3.1.2.1** Switches must include Cisco SmartNet Coverage SNTC-8x5xNBD Catalyst 9300 48 Port POE+, Network Advantage 36 Months, CON-SNT-C93004PA or Equal.
 - 3.1.2.2** Switches must Support 48 Port POE+ Connections or Equal.
 - 3.1.2.3** Vendor must supply C9300 Network Advantage, 48 Port License #, C9300-NW-A-48 or Equal.
 - 3.1.2.4** Switches must be able to be stacked and managed as a single unit or Equal.
 - 3.1.2.5** Cisco Universal #S9300-UK9-169 or Equal.
 - 3.1.2.6** Vendor shall provide C9300 DNA Advantage 48 port term Licenses #C9300-DNA-A-48 or Equal.
 - 3.1.2.6.1** Switches Shall include C9300 DNA Advantage, 48 Port (3) Three Year Term License, #c9300-DNA-A-48-3Y or Equal.
 - 3.1.2.7** Switches shall have redundant Power Supplies 715W AC Config 1 power supplies #PWR-C1-715WAC or Equal.
 - 3.1.2.7.1** Switches shall have redundant Power Supplies 715WAC Config 1 Secondary Power Supply #PWR-C1-715WAC/2 or Equal.
- 3.1.3** Cisco Switches shall include (8) Eight North American AC Type A Power Cables #CAB-TA-NA or Equal.
- 3.1.4** Switches shall include (4) Four 50CM Type 1 Stacking Cables, #Stack-T1-50CM or Equal.

**REQUEST FOR QUOTATION
CISCO OR EQUAL CORE SWITCH**

- 3.1.5** Switches shall include (4) Four Catalyst Stack Power Cables 30 CM, #CAB-SPWR-30CM or Equal.
- 3.1.6** Switches shall include (4) Four Cisco ONE Add-On Session Opt Out (No Fullfillment), #C1-ADD-OPTOUT or Equal.
- 3.1.7** Switches shall include (4) Four Cisco Catalyst 9300 2 x 40 GE Network Modules, #c9300-NM-2Q or Equal.
- 3.1.8** Switches shall include all applicable software licenses at an Enterprise level, or Equal and assigned to the Lottery.
- 3.1.9** Switches shall include a minimum of Sixteen (16) U.S. Power Cords, standard 5-15 (110v) power cords
- 3.1.10** Switches must support at least 4,000 VLANs.
- 3.1.11** Switches must support 128,000 ACL / QoS entries.
- 3.1.12** Switches must have the option for in-Service Software Upgrades as required.
- 3.1.13** Switches must support Policy Based Routing for both IPV4 and IPV6.
- 3.1.14** Switches must have the ability to support Wireless LAN Controller functions without need for additional modules.
- 3.1.15** Switch must support traffic shaping.
- 3.1.16** Switch must support PIM, RSTP, EIGRP, IGMP, and MSTP Protocols.
- 3.1.17** Switches must support up to 256,000 IPv4 Routes.
- 3.1.18** Switches must support flexible Netflow export.
- 3.1.19** Switches must support VRF Lite for network segmentation.
- 3.1.20** Switches must come with Limited Lifetime Warranty.
- 3.1.21** Switches must be POE and have a minimum of 437 Watts of available POE Power.

**REQUEST FOR QUOTATION
CISCO OR EQUAL CORE SWITCH**

- 3.1.22** Switches must be Layer 3.
- 3.1.23** Switches must include a rack mounting kit.
- 3.1.24** Switches must have the ability to support Encrypted Traffic Analytics (ETA).
- 3.1.25** Switches must have Cryptographic modules that have been tested and have been validated under the Cryptographic Module Validation Program as meeting requirements for FIPS 140-2 Level 1.

All Cryptographic modules must be explicitly defined in the vendor response by defining the name of each module and confirming it complies with 3.1.25. This information is preferred with the bid submission but may be requested prior to contract award.
- 3.1.26** Switches must support Online Insertion and Removal (OIR) of the fan assemblies or fan tray.
- 3.1.27** Switches must support on-board hosting of 3rd party applications in containers.
- 3.1.28** Switches must support image signing, secure boot and integrated technologies to confirm hardware and software authenticity.
- 3.1.29** Switches must support multi-chassis Etherchannel.
- 3.1.30** Switches must support MACSec encryption for switch-to-switch and switch-to-host communications.
- 3.1.31** Switches must have embedded RFID tag for asset and inventory management.
- 3.1.32** Switches must support blue beacon LED for visual identification.
- 3.1.33** Switches must support operating system patching and software maintenance updates.
- 3.1.34** PoE ports must have support for power stacking and perpetual PoE configuration.
- 3.1.35** Switches must support programmability and management through tools such as Python, Ansible and Puppet.

**REQUEST FOR QUOTATION
CISCO OR EQUAL CORE SWITCH**

- 3.1.36** Switches must support configuration through NetConf and YANG automation.
- 3.1.37** Switches must support Audio Video Bridging.
- 3.1.38** Switches must support Bluetooth console access.
- 3.1.39** Switch must have a (3) Three-year warranty which includes a 8 hours per day x 5 days a week next business day response time, technical support, and hardware coverage, with applicable firmware and software upgrades provided during the life of the contract.
- 3.1.40** All warranty service will be provided by the manufacturer or an entity approved by the manufacturer.
- 3.1.41** All parts must be new and unused, and factory sealed.
- 3.1.42** **HARDWARE SUPPORT**
 - 3.1.42.1** Vendor will provide three-year hardware parts and support using Cisco Smartnet or Equal:
 - 3.1.42.1.1** Support will include 24 access to technical experts for all covered devices.
 - 3.1.42.1.2** Operating system updates will be provided for the duration of the contract.
 - 3.1.42.1.3** Online access to manuals, tools and support forums will be provided for the duration of the contract.
- 3.1.43** Bid response should include a detailed bill of materials to provide a complete core switch as defined in section 3.1 and 3.2 above, including brand, part numbers, quantities and component descriptions. This information may be required before award of contract.
- 3.1.44** Lottery staff and/or contracted personnel will be responsible for all installation and testing.

REQUEST FOR QUOTATION
CISCO OR EQUAL CORE SWITCH

4. CONTRACT AWARD:

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

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

4.1.2 Vendor should include a copy of Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. **This information will be required before the Purchase Order is issued.**

4.2 Pricing Page: Vendor should complete the Pricing Page (Exhibit A) by inserting the Unit Price and multiplying by the Quantity to equal the Extended Cost. Add the Extended Cost column to equal the Total Bid Amount. 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 Pages through wvOASIS, if available, or as an electronic document. TOTAL BID AMOUNT is the amount the Vendor should enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

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

If submitting an "or Equal" per the Vendor's submitted Exhibit "A" Pricing Page, Vendor must note this on their submitted bid response by Brand, Part Number and Component Description for each discrete component that comprises their solution. Vendor should provide any product brochures with their submitted bid response. This information may be required before award of contract.

5. PAYMENT:

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

REQUEST FOR QUOTATION
CISCO OR EQUAL CORE SWITCH

6. DELIVERY AND RETURN:

Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 calendar days after receiving a purchase order.

All Contract Items must be delivered to Agency at 900 Pennsylvania Ave., WV 25302.

- 6.1 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.

- 6.2 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.3 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.
- 6.4 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.

**REQUEST FOR QUOTATION
CISCO OR EQUAL CORE SWITCH**

7. VENDOR DEFAULT:

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

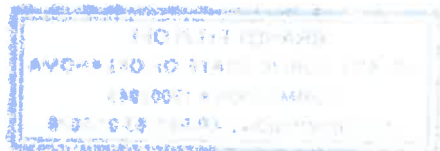
"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.



Revised June 8, 2018

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Verizon Network Integration Corp **Address:** 1050 Virginia Dr
Fort Washington, PA 19034

Name of Authorized Agent: CT Corporation System **Address:** 1209 Orange St, Wilmington DE19801

Contract Number: for RFQ LOT1900000008 **Contract Description:** Switches/CPE

Governmental agency awarding contract: State of WV/Lottery

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: OBI ROMAINÉ Date Signed: 06/28/2019

Notary Verification

State of Oklahoma, County of Tulsa:

I, OBI ROMAINÉ, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 28th day of June 2019.
Brandy Fitzloff COMM # 12002043
Notary Public's Signature EXP 03-01-2020

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

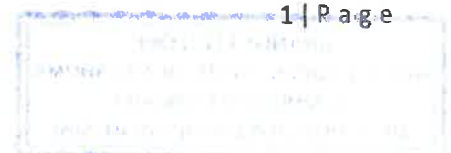
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.



- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striketrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: _____	Vendor: <u>Verizon Network Integration Corp</u>
By: _____	By: <u><i>Obi Uly Romaine</i></u>
Printed Name: _____	Printed Name: <u>OBIE ROMAINE</u>
Title: _____	Title: <u>SNR ANALYST</u>
Date: _____	Date: <u>06/28/2019</u>

EXHIBIT A PRICING PAGE
CISCO or EQUAL CORE SWITCHES

Item Number	Part Number	Description	Alternate Part # and Description of Or Equal Parts	Qty	Unit Price	Extended Cost
3.1.1	C9500-24Y4C-A or Equal	Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage or Equal		4	\$7,133.47	\$28,533.88
3.1.1.1	CON-SNT-C95024YA or Equal	SNTC-8X5XNBD CATALYST 9500 24-PORT 25/100G ONLY ADVAN or Equal		4	\$4,120.68	\$16,482.72
3.1.1.4	C9500-NW-A or Equal	C9500 Network Stack, Advantage or Equal		2	\$0.00	\$0.00
3.1.1.5	C9K-PWR-650WAC-R or Equal	650W AC Config 4 Power Supply front to or equal back cooling or Equal		2	\$0.00	\$0.00
3.1.1.5	C9K-PWR-650WAC-R/2 or Equal	650W AC Config 4 Power Supply front to back cooling or Equal		2	\$693.54	\$1,387.08
3.1.1.6	CAB-9K12A-NA or Equal	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America or Equal		4	\$0.00	\$0.00
3.1.1.7	C9K-F1-SSD-BLANK or Equal	Cisco pluggable SSD storage or Equal		2	\$0.00	\$0.00
3.1.1.8	C9500-DNA-24Y4C-A or Equal	C9500 DNA Advantage, Term License or Equal		2	\$0.00	\$0.00
3.1.1.8.1	C9500-DNA-L-A-3Y or Equal	Cisco Catalyst 9500 DNA Advantage 3 Year License or Equal		2	\$2,344.80	\$4,689.60
3.1.1.3	S9500UK9-169 or Equal	UNIVERSAL or Equal		2	\$0.00	\$0.00
3.1.1.9	QSFP-H40G-CU3M= or Equal	40GBASE-CR4 Passive Copper Cable, 3m or Equal		8	\$82.56	\$660.48
3.1.1.10	SFP-10G-LRM= or Equal	10GBASE-LRM SFP Module or Equal		36	\$363.28	\$13,078.08
3.1.2	C9300-48P-A or Equal	Catalyst 9300 48-port PoE+, Network Advantage or Equal		4	\$3,312.44	\$13,249.76
3.1.2.1	CON-SNT-C93004PA or Equal	SNTC-8X5XNBD Catalyst 9300 48-port/36 mo.PoE+, Network Adva or Equal		4	\$1,812.33	\$7,249.32

3.1.2.3	C9300-NW-A-48 or Equal	C9300 Network Advantage, 48-port license or Equal		2	\$ 0.00	\$ 0.00
3.1.2.7	PWR-C1-715WAC or Equal	715W AC Config 1 Power Supply or Equal		2	\$ 0.00	\$ 0.00
3.1.2.7.1	PWR-C1-715WAC/2 or Equal	715W AC Config 1 Secondary Power or Equal Supply		2	\$ 412.82	\$ 825.64
3.1.3	CAB-TA-NA or Equal	North America AC Type A Power Cable or Equal		4	\$ 0.00	\$ 0.00
3.1.4	STACK-T1-50CM or Equal	50CM Type 1 Stacking Cable or Equal		2	\$ 33.03	\$ 66.06
3.1.5	CAB-SPWR-30CM or Equal	Catalyst Stack Power Cable 30 CM or Equal		2	\$ 31.37	\$ 62.74
3.1.2.6	C9300-DNA-A-48 or Equal	C9300 DNA Advantage, 48-Port Term Licenses or Equal		2	\$ 0.00	\$ 0.00
3.1.2.6.1	C9300-DNA-A-48-3Y or Equal	C9300 DNA Advantage, 48-Port, 3 YearTerm License or Equal		2	\$ 1,245.06	\$ 2,490.12
3.1.6	C1-ADD-OPTOUT or Equal	Cisco ONE Add-On Session Opt Out (NoFulfillment) or Equal		2	\$ 0.00	\$ 0.00
3.1.7	C9300-NM-2Q or Equal	Catalyst 9300 2 x 40GE Network Module or Equal		2	\$ 842.15	\$ 1,684.30
3.1.2.5	S9300UK9-169 or Equal	UNIVERSAL or Equal		2	\$ 0.00	\$ 0.00
Total Bid Amount						\$ 90,459.78

COMPANY:

Verizon Network Integration Corp

ADDRESS:

4700 MacCorkle Av SE, Chas WV 25302

PHONE:

304-356-3395

SIGNATURE:

Cheryl Komar

EXHIBIT A PRICING PAGE
CISCO or EQUAL CORE SWITCHES

Item Number	Part Number	Description	Alternate Part # and Description of Or Equal Parts	Qty	Unit Price	Extended Cost
3.1.1	C9500-24Y4C-A or Equal	Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage or Equal		4		
3.1.1.1	CON-SNT-C95024YA or Equal	SNTC-8X5XNBD CATALYST 9500 24-PORT 25/100G ONLY ADVAN or Equal		4		
3.1.1.4	C9500-NW-A or Equal	C9500 Network Stack, Advantage or Equal		2		
3.1.1.5	C9K-PWR-650WAC-R or Equal	650W AC Config 4 Power Supply front to or equal back cooling or Equal		2		
3.1.1.5	C9K-PWR-650WAC-R/2 or Equal	650W AC Config 4 Power Supply front to back cooling or Equal		2		
3.1.1.6	CAB-9K12A-NA or Equal	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America or Equal		4		
3.1.1.7	C9K-F1-SSD-BLANK or Equal	Cisco pluggable SSD storage or Equal		2		
3.1.1.8	C9500-DNA-24Y4C-A or Equal	C9500 DNA Advantage, Term License or Equal		2		
3.1.1.8.1	C9500-DNA-L-A-3Y or Equal	Cisco Catalyst 9500 DNA Advantage 3 Year License or Equal		2		
3.1.1.3	S9500UK9-169 or Equal	UNIVERSAL or Equal		2		
3.1.1.9	QSFP-H40G-CU3M= or Equal	40GBASE-CR4 Passive Copper Cable, 3m or Equal		8		
3.1.1.10	SFP-10G-LRM= or Equal	10GBASE-LRM SFP Module or Equal		36		
3.1.2	C9300-48P-A or Equal	Catalyst 9300 48-port PoE+, Network Advantage or Equal		4		
3.1.2.1	CON-SNT-C93004PA or Equal	SNTC-8X5XNBD Catalyst 9300 48-port/36 mo.PoE+, Network Adva or Equal		4		

See previous page

Corporate Policy Statement

Policy No.: CPS-103
Issued: December 6, 2010
Subject: Authority to Approve Transactions



**APPENDIX 4
VERIZON TELECOM AND BUSINESS
CPS-103 LETTER OF DELEGATION OF AUTHORITY
FORM 101**

Within the authority granted to me in CPS-103, "Authority to Approve Transactions" and for post-Voluntary Separation Program, I delegate to:

*Michael O'Connor, Assoc Dir-Billing Solutions (VZ ID [REDACTED]);
James Chamlee, Sr Mgr-Billing Solutions (VZ ID [REDACTED]);
Adam S Davis, Sr Mgr-Fin Ops-Billing (VZ ID [REDACTED]);
Obi Romaine, Sr Analyst-Fin Ops-Billing (VZ ID [REDACTED]);
Angel Arrazola, Analyst-Fin Ops-Billing (VZ ID [REDACTED]);
Alix Court, Analyst-Fin Ops-Billing (VZ ID [REDACTED]); and
Nicole Clymer, Analyst-Fin Ops-Billing (VZ ID [REDACTED]).*

the authority to perform the following function:

Execute and deliver Verizon Telecom and Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony A. Recine, Senior Vice President, Pricing & Contract Management, Blue Ink Stamp Policy,*

and the authority to perform the following function:

the use of electronic signature bearing facsimile of my signature within Verizon Business's Adobe Sign, DocuSign, or any electronic signature system in place and also Customer's esignature vendor, in compliance with the current Verizon Business Legal and Controller approved process, to execute and deliver Verizon Business Customer Contracts and Proposals, including any and all ancillary documents and amendments related thereto, that are duly approved with then-applicable Verizon Business corporate policies.

This will be effective beginning on April 22, 2019 and ending on June 30, 2019 when a new Delegation of Authority for Verizon Business Group 2.0 is created, or before if rescinded by me.

(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

Distribution:

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at corporatefinancecompliance@core.verizon.com; and ensure the delegation is entered into the Accounts Payable system when appropriate.

Approved By:

 4/22/19
Signature Date

Anthony A Recine
Name  VZ ID

SVP, Pricing & Contract Management (Band 3)

0130001707
Responsibility Code or Cost Center Code


Delegate's Signature - Michael O'Connor


Delegate's Signature - James Chamlee


Delegate's Signature - Adam S Davis


Delegate's Signature - Obi Romaine


Delegate's Signature - Angel Arrazola


Delegate's Signature - Alix Court


Delegate's Signature - Nicole Clymer

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES

1. GENERAL
 - 1.1 Service Definition
 - 1.2 Platforms
2. AVAILABLE VERSIONS OF CPE and RELATED SERVICES
 - 2.1 Equipment Procurement
 - 2.2 Deployment Services
 - 2.3 Maintenance Services
3. SUPPLEMENTAL TERMS
 - 3.1 Delivery
 - 3.2 Title and Security Interest
 - 3.3 Risk of Loss
 - 3.4 Cancellation and Early Termination of CPE Services
 - 3.5 Acceptance and Service Activation
 - 3.6 Accrual for Maintenance Services
 - 3.7 Maintenance Coverage
 - 3.8 Additional Terms for Maintenance
 - 3.9 Warranty
 - 3.10 Customer Obligations
 - 3.11 Limitation of Liability
 - 3.12 Hazardous Substances and Conditions
 - 3.13 Export, Import and Sanctions Compliance
 - 3.14 CPE Manufacturer End of Support
 - 3.15 MRP – Specific Terms
4. COUNTRY SPECIFIC PROVISIONS FOR SYSTEMS AND CPE SERVICES
 - 4.1 Italy
 - 4.2 Turkey
 - 4.3 Poland Notification Requirements for Encryption
 - 4.4 India – Restriction on Selling Encryption Services
 - 4.5 IPT Covenants for Asia Pacific (AP) Countries
 - 4.6 Germany, Switzerland and Poland
 - 4.7 Germany
5. FINANCIAL TERMS
 - 5.1 Charges
 - 5.2 Additional Charges
 - 5.3 Maintenance of Unsupported Systems
 - 5.4 Unreturned Replaced Parts
 - 5.5 Troubleshooting Dispatch Charges
 - 5.6 Customer Network
 - 5.7 Moves, Modifications or Changes
6. DEFINITIONS

1 GENERAL

- 1.1 **Service Definition.** With Customer Premises Equipment (CPE) and Related Services, Verizon will provide Customer (a) title or use of CPE and license for Software (collectively, a System), and (b) related Deployment and Maintenance for Systems or for Customer-furnished equipment (CFE), subject to availability.
- 1.2 **Platforms.** Except where explicitly stated otherwise, the terms of this Service Terms apply to Optimized Service (denoted with a + and sometimes referred to as Rapid Delivery) and non-Optimized Service. The non-Optimized Services include Services previously provided under the names Voice and Data

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Equipment and Related Services, CPE and Related Services, and CPE (as sold by MCI Communications Service, Inc. d/b/a Verizon Business Services).

2 AVAILABLE VERSIONS OF CPE AND RELATED SERVICES: Verizon offers three versions of CPE and Related Services: Equipment Procurement, Deployment and Maintenance.

2.1 Equipment Procurement.

2.1.1 Service Definition. With Equipment Procurement, Verizon provides a System to Customer – either for purchase, monthly recurring plan (MRP) or Direct Third Party Arrangement.

2.1.2 Purchase. With purchase, Verizon provides Customer title to hardware and a license for its software.

2.1.3 MRP. With MRP, Verizon provides Customer use of hardware and a license for its software.

2.1.4 Direct Third Party Arrangement. With Direct Third Party Arrangement, Verizon provides Customer use of CPE and a license for Software with the understanding that Customer enters into a separate financing arrangement with a third party from which Verizon has agreed to accept payments on Customer's behalf. Customer remains responsible to Verizon for payment and other obligations under these Service Terms if they are not fully satisfied by the third party.

2.2 Deployment Services.

2.2.1 Service Definition. With Deployment Services, Verizon provides staging, installation, implementation, move/add/change, de-installation, and/or custom services ordered by Customer.

2.2.2 Standard Service Features. Verizon provides Deployment Services in a timely manner, during Business Hours, and will make reasonable efforts to meet Customer-requested dates.

2.2.3 Optional Service Features. Customer may order any of the Deployment Service features below independently of any other, except for Basic and Enhanced Staging, which are alternative forms of the same feature.

2.2.3.1 Basic Staging. With Basic Staging, Verizon will stage and then ship the System to the Customer Site(s). Verizon will unpack and verify CPE with package documentation, record serial numbers, load operating system and incremental operating system updates, apply Customer-provided asset tags, power-up test, repackage, and ship (as applicable).

2.2.3.2 Enhanced Staging. Enhanced Staging includes all of the features of Basic Staging plus Verizon will configure the System as requested by Customer.

2.2.3.3 Installation. With Installation, Verizon will install the System at the Customer Site(s), verify System power-up and operation of network interfaces.

2.2.3.4 Implementation. With Implementation, Verizon will install Service Equipment required for the relevant Verizon managed network services. Verizon also will perform on-Site tests to ensure management applications are properly applied and operational.

2.2.3.5 **Move, Add, Change (MAC)**

- **Move.** For moves, Verizon will de-install the Customer designated equipment from the current designated Customer Site and then install the same equipment in the new designated Customer Site within the same building as shown in the applicable Service Order. Customer will provide

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packaging to protect the equipment to be moved.

- **Add.** For adds, Verizon will install the System at the Customer Site.
- **Change.** For Customer-requested changes, Verizon will deliver the System components required to implement the requested change to the Customer Site.

2.2.3.6 De-installation. With De-installation Services, Verizon will power down and pack equipment in Customer-provided packaging. Premises cables will be left in place.

2.2.3.7 Custom. Custom Deployment Services are provided as described in a statement of work (SOW) agreed upon under these Service Terms.

2.2.3.8 Customer-Furnished Equipment (CFE). Verizon will provide Deployment Services for approved CFE, which is treated as a System for that purpose.

2.3 Maintenance Services. Verizon offers both Verizon-branded and Third Party Services.

2.3.1 Verizon-branded Maintenance (Verizon Care)

2.3.1.1 Service Definition. With Verizon Care, Verizon will repair or replace defective covered Systems.

2.3.1.2 Standard Service Features. Verizon offers four levels of Verizon Care, as indicated below.

Verizon Care

Support Level	Response Time
24 x 7 Onsite	4 hours
8 x 5 Onsite	Next Business Day
8 x 5 Remote	Next Business Day
8 x 5 Remote	Reasonable Efforts

- Verizon will isolate System defects of which it has received notice.
- Verizon will repair or replace defective Systems or parts as needed.
- Where Systems or parts are replaced, Verizon will use new or like new replacements of like kind and functionality from a manufacturer of Verizon's choice.
- Verizon will restore the System to its prior working condition, except that Verizon will restore software to the last configuration implemented by Verizon, or to a later configuration if provided to Verizon by Customer.
- Verizon will provide Verizon Care during the period of time that the manufacturer supports the affected System. After that, Verizon will use reasonable efforts to provide Verizon Care until Customer upgrades or replaces the affected System.
- **Fault Monitoring.** Fault Monitoring is available for approved devices at no additional charge. Verizon will monitor temperature, power, and fan operation against Verizon-defined thresholds. Verizon will e-mail a notification of fault to Customer. Customer may open a trouble-ticket at its discretion. Customer may enable CE monitoring services by provisioning and configuring their router for SNMP polling and providing CE IP address and read-only community strings.

2.3.1.3 Optional Service Features.

- **Customer-Furnished Equipment.** For CFE, Verizon will provide Verizon Care for approved CFE, which is treated as a System for maintenance purposes.

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2.3.1.4 **Optimized Service-Only Optional Features -- Maintenance Reporting (which is also known as Verizon Advanced Care Reporting).** With Maintenance Reporting, Verizon provides reports on the Customer's installed Cisco network equipment inventory under Verizon Care.

2.3.2 Third Party Services

2.3.2.1 **Service Definition.** With Third Party Services, a vendor (as Verizon's subcontractor) provides Customer the level of service indicated in the applicable third party service agreement (TPSA) and end user license agreement (EULA), subject to the general terms of Customer's Agreement with Verizon.

2.3.2.2 **Standard Service Features.** The TPSA and EULA are generally available on the vendor's website as it may be updated from time to time. When ordering Third Party Services, Customer acknowledges having read and accepted the applicable TPSA and EULA. If a third party provides notice to Verizon that Customer has breached the TPSA and/or EULA, Verizon will have the right to terminate the applicable Third Party Service. A partial list of current TPSAs is provided below, however, additional TPSA may be provided to Customer from Verizon from time to time as required by a Service Order or via the vendor's website. Verizon provides no warranties, guarantees or assurances of quality for Third Party Services.

- **Cisco Services.** <http://www.cisco.com/go/servicedescriptions>
- **Juniper Services.** www.juniper.net/support/guidelines/990216.pdf
- **Polycom Services.** www.polycom.com
- **Riverbed Services.** www.riverbed.com/license
- **Ribboncommunications.** <https://ribboncommunications.com/>
- **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.
- **AirWatch.** www.air-watch.com/downloads/legal/20130815_AirWatch_EULA.pdf. Customer's acceptance of a Service 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 a Service Order. In the case of a perpetual license, annual Maintenance and Support commences upon delivery of the software.
- **Actifio:** For EULA please see www.actifio.com/eula. Also for TSPA see www.actifio.com/resources/actifio-support-and-maintenance-policy/ for Actifio support and maintenance and www.actifio.com/resource-center/ for Actifio hardware, software and services descriptions.
- **iDirect:** <http://www.idirect.net/end-user-software-license-agreement.aspx>
- **SecureLogix Corp:** <https://securelogix.com/services>

3. SUPPLEMENTAL TERMS

3.1 **Delivery.** Where Verizon has a legal presence, System delivery to Customer Sites will be Delivered Duty Paid (DDP). Otherwise, delivery will be Delivered At Place (DAP).

3.2 **Title and Security Interest.**

- **Purchases.** Where a System is purchased and delivered within the same jurisdiction where Verizon has established a legal presence Verizon keeps title until fully paid; then title passes to Customer. Customer shall not give anyone else other than a Customer Affiliate, a security interest in the System, or allow a lien to be placed on it, until Customer has paid Verizon in full. For other purchase transactions, title to the System passes to Customer when it is shipped to Customer, or at the time

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indicated on the Service Order if different. As between Verizon and Customer, Verizon retains all right, title and interest in and to all software provided by Verizon.

- **MRP.** Title and security interest terms for MRP transactions are located in the "Title and Security for Systems Under MRP" section below.
- **Maintenance.** For Systems to which Customer holds title, upon replacement, Customer will hold title to the exchanged unit and Verizon will hold title to the replaced System or the part of a System that was replaced.

3.3 **Risk of Loss.**

3.3.1 Risk of Loss to a System. Risk of loss or damage to a System passes to Customer when delivered to the Customer Site, or co-located in Verizon's facilities, or Customer takes shipping responsibility (e.g. when Customer takes over shipping from point of import), whichever is earlier. Customer will give notice to Verizon if the System is lost or damaged as soon as Customer becomes aware of it.

3.3.2 Risk of Loss to Customer Furnished Equipment. Risk of loss or damage to CFE passes to Verizon when delivered to the Verizon-designated location, or Verizon takes shipping responsibility, whichever is earlier. After delivery to the Verizon-designated location, risk of loss or damage to CFE passes back to Customer when delivered to the Customer Site or Customer takes shipping responsibility, whichever is earlier.

3.4 Cancellation and Early Termination of CPE Services. Prior to Customer Acceptance, either Party may cancel a Service Order or a SOW for convenience, in whole or in part, upon written notice to the other Party. Except for MRP, after Customer Acceptance, either Party may terminate a Service Order for CPE Services for convenience, in whole or in part, upon 60 days prior written notice to the other Party. Except for MRP, if a CPE Service is terminated by Customer pursuant to this section, Verizon has no further responsibility under the Service Order and Customer will promptly pay Verizon an amount up to the full amount of the remaining payments that would have been due under the Service Order if not terminated and any expenses incurred by Verizon, which Customer acknowledges are liquidated damages reflecting a reasonable measure of actual damages and not a penalty. Where multiple SOWs are associated with these Service 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.

3.5 Acceptance and Service Activation. With respect to Deployment Services, the Service Activation Date for a System occurs upon Customer Acceptance. Customer will test the System and either accept or reject it within 5 Business Days after installation (the Test Period). Customer accepts the System by signing the Verizon-provided acceptance document or other mutually-agreed procedure (Customer Acceptance). Customer rejects the System by giving Verizon written notice of its specific material failure. Verizon will address within 10 days any issues documented by Customer during the Test Period. If during the Test Period, Customer does not reject the System, or begins using it for non-testing purposes, Customer will be deemed to have accepted the System after the ending of the Test Period.

3.6 Accrual for Maintenance Services. Maintenance Services start 30 days after Verizon accepts Customer's Service Order. After the maintenance period stated in the Service Order ends, Verizon will continue to provide that Maintenance Service(s) at the then current rate available with Verizon, until Customer and Verizon agree to a new Service Order (with new period(s) and rate(s)) or one of them terminates the Maintenance Service(s) under the terms of the Agreement.

3.7 Maintenance Coverage. Customer will confirm with Verizon that Verizon is able to provide Maintenance Service(s) before ordering 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 on the equipment or software for more than 60 days. If Verizon did not install the CPE, Customer warrants that such CPE is in good working order and meets all applicable manufacturer specifications. If the CPE is found not to be in good working order

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and/or not in compliance with all applicable manufacturer specifications, Verizon will be under no obligation to provide CPE Services; provided however, Customer may, upon written notice, request Verizon to upgrade and/or repair such CPE at Verizon's then current rate.

3.8 Additional Terms for Maintenance. If (i) Verizon did not install the System intended to be covered by maintenance, ii) the System is out of warranty or out of third party maintenance coverage, or iii) Verizon has not provided Maintenance Service on the System for more than 60 days, then the System must be accepted by Verizon prior to being eligible for Maintenance Service. Customer warrants that such System 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 System and remove it from the Maintenance Service. If the System 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 System at Verizon's then current time and material rate.

3.9 Warranty.

3.9.1 CPE Services. Verizon warrants it will perform the CPE Services (excluding Third Party Services) under these Service Terms in a good and workmanlike manner. Customer's sole remedy for a breach of this warranty is for Verizon to re-perform the defective work.

3.9.2 Systems. 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 the manufacturers which are capable of being transferred or passed through. In China where a manufacturer may be required to obtain licenses and permits for equipment, Verizon does not warrant that the manufacturer has obtained all relevant licenses and permits for the provision of the System. If the System is not under Maintenance Services and becomes defective within the manufacturer's warranty period, Customer may contact the manufacturer directly for their warranty policy.

3.9.3 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 30 days after installation unless the failure of the cables and connectors is caused by Customer's misuse or abuse.

3.9.4 THE WARRANTIES IN THESE SERVICE TERMS ARE IN LIEU OF ALL OTHER WARRANTIES FROM VERIZON TO THE EXTENT PERMITTED BY LAW. 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.

3.10 Customer Obligations. In order for Verizon to provide CPE and related Services quickly and effectively, Customer will do the following:

- Assist Verizon as necessary with local requirements for bringing the System into the countries where Customer Sites are located including acting as the importer of record and paying import duties, fees and taxes, if any, using Customer's Tax Registration Number (without limitation). As importer of record, Customer may be subject to the obligations placed on 'Producers' under the Waste Electrical and Electronic Equipment Directive 2002/96/EC or similar local directives or regulations.
- Immediately notify Verizon of any anticipated delay.
- Provide System interconnection requirements, non-Verizon facilities and permits.
- Be responsible for (i) repairs or replacement necessitated by accident, casualty, neglect, misuse, intentional acts, harmful code (i.e., any virus or machine-readable instructions and data designed

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to intentionally disrupt the operation of the System or intentionally destroy or damage System or data) or any cause other than normal use of the System; (ii) damage caused by Customer, Customer facilities; and (iii) use of the System with any other device or system not supplied or approved by Verizon, or any use of any part of the System in a manner not recommended by a manufacturer.

- Designate an authorized point of contact.
- With respect to Maintenance Services:
 - Return replaced parts within 15 Business Days, at Verizon's expense.
 - Ensure System is not moved or modified by anyone other than a Verizon representative.
 - Allow Verizon to inspect, test, repair, and replace System(s), including suspending normal operations of the System to do so. Verizon will use reasonable efforts to minimize the impact of its work on Customer's network.
 - Provide remote connectivity which Verizon can use to quickly and remotely diagnose all Systems under a Maintenance Service.
 - Notify Verizon immediately in writing of any material modifications made to Customer's network, and provide Verizon with information reasonably requested in order to perform Maintenance Service(s).
 - Maintain back-up copies of the original software, current platform configurations, and operating system and make copies available to Verizon when requested to aid in troubleshooting and/or problem resolution.

3.11 Limitation of Liability. SUBJECT TO THE "EXCLUSIONS" SECTION OF THESE SERVICE TERMS, VERIZON'S, VERIZON'S AFFILIATES, AND ANY VERIZON ASSIGNEE'S TOTAL LIABILITY FOR ANY 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, VERIZON'S AFFILIATES AND ANY VERIZON ASSIGNEES' NEGLIGENCE, OR OTHERWISE, IS LIMITED TO THE LESSER OF I) THE PURCHASE PRICE OF THE SPECIFIC SERVICE ORDER GIVING RISE TO THE CLAIM; AND II) THE LIMITATION OF LIABILITY IN THE AGREEMENT.

3.12 Hazardous Substances and Conditions. 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) or hazardous conditions at any Customer Site. If Verizon representatives encounter any such hazardous substance or condition, Verizon may immediately suspend performance of Services and Customer agrees to take all necessary steps to remediate such hazardous substance or condition, at its own expense. If Customer does not adequately remediate the hazardous substance or condition, Verizon may terminate for Cause.

3.13 Export, Import and Sanctions Compliance.

3.13.1 Compliance Obligations. Consistent with its obligation to comply with applicable law, including restrictions on the export, import, and use of certain hardware, software, and technical data provided under these Service Terms, in particular Customer commits not to:

- export, re-export, transfer or retransfer the System and/or CPE Services without first complying fully with all applicable export laws and obtaining any and all required export, import and/or sanctions licenses.
- conduct business with any company, individual, organization or country that is subject to trade sanctions, embargoes, or other restrictions under applicable laws, or for any end-use prohibited under applicable law without complying fully with all applicable law and obtaining any and all required export, import and/or sanctions licenses.

3.13.2 Exclusion of CISG. The United Nations Convention for the International Sale of Goods does not apply.

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- 3.14 **CPE Manufacturer End of Support.** In the event the manufacturer of the CPE covered by these Service Terms discontinues a piece of CPE, and/or the associated support of such CPE, Verizon will only be obligated to provide CPE Services on the affected CPE for the period of time that the manufacturer continues to support such CPE. At the end of such period Verizon will cease to support such CPE, but will use reasonable efforts to provide CPE Services on the affected CPE until Customer upgrades or replaces such CPE.
- 3.15 **MRP-Specific Terms.**
- 3.15.1 **System Use.** Customer may use a System only on a Customer Site 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. Systems may not be moved across international borders. To obtain MRP for Equipment Procurement, Customer also must purchase Verizon Deployment with Enhanced Staging and Implementation, and Maintenance Service as applicable.
- 3.15.2 **Term.** The duration of the financing commitment for each System is specified in the Service Order as a Service Commitment (Financing Commitment) and begins on Customer Acceptance.
- 3.15.3 **Title and Security for Systems under MRP.** With MRP, Customer does not have title to the System or any of its sub-element. Customer waives and releases any right, title and interest that it may have in a System, other than its right to use the System.
- 3.15.4 **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 the Event of Loss, or replace the damaged System with Like Equipment, each at Customer's cost and expense. Otherwise, Customer will pay Verizon within 60 days after such Event of Loss the System Casualty Value 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 Service Order or these Service Terms. System Casualty Value is an amount equal to (i) the present value of all remaining MRC for the System, or affected element, from the date of the Event of Loss through the end of the Financing Commitment, plus (ii) for MRP, the purchase price as of the date of the Event of Loss for such System, or affected element, as provided by Verizon promptly after its receipt of a notice of Event of Loss.
- 3.15.5 **Condition of the System.** Customer will ensure that the System is covered by Verizon Care for the duration of the Financing Commitment or its renewal.
- 3.15.6 **No Customer Assignment; Lien.** Customer will not: (a) assign, transfer or otherwise dispose of any System or its individual elements, or any right or obligation relating to the System or CPE Services under these Service Terms, (b) provide a right of use of any of the System and CPE Services to any other person, (c) permit the System and CPE Services to be under the dominion and control of any other person, 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 System.
- 3.15.7 **Insurance.** For Systems under MRP, Customer will obtain and maintain for the duration of the Agreement, including the full Financing Commitment and any extension of it, at its own expense, (a)

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commercial general liability insurance in an amount not less than \$2,000,000 per occurrence, with a separate \$4,000,000 annual general aggregate and products-completed operations aggregate, including coverage for, but not limited to, premises-operations, products/completed operations, and the tort liability of Verizon assumed by Customer in the Agreement; and (b) all risk property insurance against loss or damage to the System as a result of fire, explosion, theft, vandalism, natural catastrophe and such other risks of loss as are normally maintained under an all-risk property insurance policy, for the full replacement cost value of the System, without a coinsurance provision, in such form and with such insurers having an A.M. Best rating of at least A- VII or an equivalent rating from a recognized rating agency or, as is otherwise reasonably satisfactory to Verizon. Each insurance policy will waive the subrogation rights of the insurance company against Verizon and name Customer as insured and Verizon and its successors and assigns as additional insureds and loss payees as their interests may appear on a primary and non-contributory basis and provide that it may not be cancelled or materially altered to the detriment of Verizon without at least 30 days' prior written notice thereof being given to Verizon (14 days for Contracts under Swiss law) in the event of non-payment of premium. Customer will provide Verizon with a certificate of insurance evidencing the coverage required by these MRP terms. Where applicable, if at any time Customer fails to provide the necessary insurance and Customer does not provide insurance from another insurance company, the required insurance may be provided on behalf of Customer at Customer's sole cost and expense, i.e., forced place insurance.

- 3.15.8 **Early Termination.** Notwithstanding any other provision in these Service Terms, if Customer terminates MRP early for any reason (including without limitation a Force Majeure Event) except for Cause, or if Verizon terminates for Cause, Customer will: (i) pay to Verizon an amount equal to the aggregate of all remaining monthly recurring charges as set forth in the Service Order from the date of termination through the end of the Financing Commitment; and (ii) return the System as provided below. Customer acknowledges that this amount is liquidated damages reflecting a reasonable measure of actual damages and not a penalty. Customer agrees that as between Verizon and Customer Verizon has the right to determine which portion of Customer's MRP charges represents Services and which represent the System.
- 3.15.9 **Return of Equipment.** Upon any termination of MRP, Customer will return the complete System at its expense, to Verizon or Verizon's designee so that it is 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 that failure constitutes Cause.
- 3.15.10 **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, excluding ordinary wear and tear, Customer will pay Verizon the reasonable out-of-pocket expenses incurred in bringing the System up to that status, but not in excess of the System Casualty Value.
- 3.15.11 **End of MRP Financing Commitment.** At the end of the Financing Commitment, the MRP Services 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.
- 3.15.12 **Property Taxes.** In addition to any Taxes or Governmental Charges, Customer will pay 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 Service Order, provided however, that changes to such taxes (e.g. for tax rate increases) may require that a new Service Order be issued.
- 3.15.13 **No Warranties or Representations.** To the extent permitted by law, under 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

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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. For the avoidance of doubt, Verizon will transfer or pass through to Customer the benefit of any and all manufacturer or licensor and/or owner(s) warranties for the System on the same terms as offered by such manufacturers, licensors and/or owner(s) which are capable of being transferred or passed through. 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 United States 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 MRP.

- 3.15.14 **Cancellation.** A Customer cancelling any Service Order or a SOW for convenience before it has been accepted is subject to cancellation charges, based on the stage the CPE Services 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 Contract, and (iii) a minimum restocking fee of 35% of the price of the System, as shown on the applicable quote, Service 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. Customer acknowledges that this amount is liquidated damages reflecting a reasonable measure of actual damages and not a penalty.

4. COUNTRY SPECIFIC PROVISIONS FOR SYSTEMS AND CPE SERVICES

- 4.1 **Italy.** For CPE Services and Systems provided in Italy, in accordance with articles 1341 and 1342 of the Italian Civil Code, Customer acknowledges it has carefully read the entire text of these Service Terms and hereby specifically approves the provisions contained in the following Clauses of these Service Terms: Charges; "Customer Obligations"; "Risk of Loss"; "Delivery"; "Import of Equipment"; "Cancellation and Early Termination"; "Warranty"; "Limitation of Liability"; "Insurance"; "Hazardous Substances"; "Third Party Services"; "Export, Import and Sanctions Compliance".

4.2 **Turkey.**

- **Notice of Termination and Default.** Termination, suspension or cancellation of a Service Order provided in Turkey by Customer is valid only upon at least 30 days prior written notice to Verizon with the requested termination date falling on the last day of the following calendar month. Notice of default by either Verizon or Customer in Turkey under these Service Terms will be served on the non-defaulting Party either: (i) through a notary; or (ii) by registered mail with an acknowledgement of receipt of such notice.
- **No Retention of Title; Bank Guarantee.** No provision in these Service Terms granting to Verizon a post-transfer retention of title in a System applies where the System is to be delivered in Turkey. Where a System is delivered in Turkey, title passes to the Customer upon physical transfer, provided that Customer has first issued an irrevocable bank guarantee issued by a bank lawfully established in Turkey in an amount no less than the value of the relevant System component(s).

- 4.3 **Poland - Notification Requirements for Encryption.** When Customer serves as the importer of record for Verizon-provided System in Poland, Customer is responsible for obtaining all import-related authorizations or permits, including but not limited to, submitting any required "Notification of the Intended Import," or "Intra-EU Transfer of Dual-Use Items Used for Telecommunications," or for "Information Security with the Polish Internal Security Agency" (the "Agencja Bezpieczeństwa Wewnętrznego").

- 4.4 **India - Restriction on Selling Encryption Services.** Customer will not employ bulk encryption equipment in connection with Verizon Facilities in India. Customer is permitted to use encryption up to 40

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bit key length in RSA algorithm. If Customer requires encryption higher than this limit, then Customer must obtain approval from the relevant telecom authority and deposit the encryption key.

4.5 IPT Covenants for Asia Pacific (AP) Countries.

- **Toll Bypass.** The Parties will not use the System and the underlying network service upon which IP Telephony (IPT) is provided to bypass international/long distance charges in contravention of applicable law or regulation, specifically inclusive of telecommunications law and regulations in any country where any part of the underlying network service or the System is used.
- **PSTN Interaction.** The underlying network service and the System may permit egress/ingress to/from the local PSTN for international IPT sessions only in the so-called PSTN Countries: Australia, the European Union member countries, Switzerland, Japan, Korea, Singapore and the United States. In all other countries (the Excluded Countries), the international communications capabilities of the System and underlying network service will be used only for on-net-to-on-net sessions among a pre-defined set of end-users located at Customer and Customer Affiliate premise locations or connected via secure connection to a pre-defined PC/laptop (Closed User Groups). Customer and Customer's Affiliates will prevent use by the general public, and the System and underlying network service cannot be used to provide any part of a 'for-hire' telecommunications service.
- **Third Party Solutions.** If Customer desires to connect a Verizon IPT solution with a third party's IPT solution not under Verizon management or control, Customer will ensure that the third party IPT functionality complies with all the terms of these Service Terms.
- **India OSP Requirement.** If any users in India of the System or underlying network service are in call centers or network operation centers, engaged in business process outsourcing, tele-marketing, tele-education, tele-medicine, tele-trading, or provision of e-commerce services, Customer will obtain Other Service Provider (OSP) registration from the Indian Department of Telecommunication covering those activities and associated infrastructure prior to using the CPE or the underlying network service.
- **Indemnity for Service.** Customer will comply and cause each of its Affiliates and any direct or indirect users of the System or the underlying network service to comply with the terms this IPT Covenants for Asia Pacific (AP) Countries section and Customer will indemnify, defend and hold Verizon and its Affiliates harmless for breach of any of the IPT Covenants for Asia Pacific (AP) Countries section conditions by it or any of its Affiliates or any direct or indirect user of the System or underlying network service.
- **Information.** Customer will cooperate with Verizon to provide any relevant information regarding Customer's IPT solution to any national regulatory authority upon their request, and Customer will provide compliance certifications in form and substance acceptable to Verizon upon request.

4.6 Germany, Switzerland and Poland. Notwithstanding any terms to the contrary, for CPE Services and Systems provided in Germany, Switzerland and Poland, certain terms in the following sections are revised as follows:

- Section 3.15.4(i) the present value of all remaining MRC for the System, or affected element, from the date of the Event of Loss through the end of the Financing Commitment discounted at an annual rate of 3%.
- Section 3.15.8(i) pay to Verizon an amount equal to the aggregate of all remaining monthly recurring charges as set forth in the Service Order from the date of termination through the end of the Financing Commitment discounted at an annual rate of 3%.

4.7 Germany. Notwithstanding any terms to the contrary, for CPE Services and Systems provided under German law, certain terms in the following sections are revised as follows:

- Clause 3.4 the following sentence shall be included into the clause regarding liquidated damages: "Customer shall be entitled to prove that the actual damage occurred to Verizon may be lower."

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES

- Clause 3.9 shall be replaced by:

3.9 Warranty.

3.9.1 **CPE Services.** Verizon warrants it will perform the CPE Services (excluding Third Party Services) under these Service Terms in a good and workmanlike manner. Customer's remedy for a breach of this warranty is for Verizon to re-perform the defective work. This clause does not exclude or limit Verizon's liability for damages.

3.9.2 **Systems.** 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 the manufacturers which are capable of being transferred or passed through. In China where a manufacturer may be required to obtain licenses and permits for equipment, Verizon does not warrant that the manufacturer has obtained all relevant licenses and permits for the provision of the System. If the System is not under Maintenance Services and becomes defective within the manufacturer's warranty period, Customer may contact the manufacturer directly for their warranty policy.

3.9.2.1 Notwithstanding Clause 3.9.2, Verizon warrants that the System(s) will be free from defects for twelve (12) months from delivery (the "Warranty Period"). Should the System(s) become defective within this period, the Customer shall initially only be entitled to subsequent performance. For such subsequent performance Verizon will, subject to Verizon receiving notification of the defect within the Warranty Period, (i) comply with the replacement obligations set out in the third party supplier's warranty supplied with the System(s), or (ii) otherwise repair or replace the System(s) within a reasonable time period.

3.9.2.2 Other warranty claims may only be asserted if subsequent performance has failed. Any damage claims of the Customer shall be subject to the provisions of the clause 3.9.4 below.

3.9.3 **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 unless the failure of the cables and connectors is caused by Customer's misuse or abuse. Warranty shall be as under Clause 3.9.2 above.

3.9.4 **Exclusions.** Verizon does not give a warranty for

3.9.4.1 merely immaterial deviations from the agreed condition of the System(s) or natural wear and tear;

3.9.4.2 damage caused by environmental operating conditions, inappropriate use, modifications or repair by any unauthorized third parties or the Customer or for reasons beyond Verizon's reasonable control;

3.9.4.3 fitness for any particular purpose;

3.9.4.4 any instruction given by the Customer and performed by Verizon;

3.9.5 The Customer shall examine the System(s) 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.

- Clause 3.11 shall be replaced and read as follows:

3.11.1 **Liability - Inclusions.** Nothing in these service terms operates to exclude or limit any of the following and these amounts will not be counted in assessing whether the aggregate liability limitation in the clause entitled "Liability - Limitations" has been reached: (a) any liability

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES

relating to bodily injury (including death) caused by a Party's negligence; (b) any liability resulting from a party's fraud or fraudulent misrepresentation; (c) any liability that cannot be limited under applicable law, including but not limited to mandatory local law; (d) damages, including in respect of loss of or damage to real property or tangible personal property, resulting from gross negligence or intentional tortious conduct of a Party; and (e) any liability of Customer in respect of non-payment, including any claim for interest.

3.11.2 **Liability - Limitations.** Subject to the "EXCLUSIONS" and the "Liability Inclusions" Section of these Service Terms, Verizon's liability for any and all Events in an Annual Period is limited to typically foreseeable damages.

3.11.3 The typically foreseeable damages shall be considered as the lesser of I) THE PURCHASE PRICE OF THE SPECIFIC SERVICE ORDER GIVING RISE TO THE CLAIM; AND II) THE LIMITATION OF LIABILITY IN THE AGREEMENT.

- Clause 3.15.13 shall not be applicable.
- Clause 3.15.14 the following sentence shall be included into the clause regarding liquidated damages: "Customer shall be entitled to prove that the actual damage occurred to Verizon may be lower."

5. FINANCIAL TERMS

5.1 **Charges.** Customer will pay the charges including but not limited to import duties, freight, and shipping and delivery (which may be identified as "landed costs"), for the System and CPE Services as set forth in the applicable quote and reflected in a Service Order. Verizon will not change a Customer's quote based on any non-currency-related change (e.g., the underlying vendor's price) for 90 days from issuance. For CPE which is procured by Verizon in a currency other than the currency of the quote, quotes may be adjusted to reflect currency changes after 14 days from the date of issuance up to the time of Customer Service Order acceptance. Customer will also pay the charges at the following URL: www.verizonenterprise.com/external/service_guide/req/applicable_charges_toc.htm

5.1.1 **Direct Third Party Arrangement/Financing Option.** 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 including payments directly to Verizon if the third party financing company defaults.

5.2 Additional Charges.

5.2.1 **Training Costs.** If Customer needs Verizon to follow Customer Site safety or security requirements that require training, Customer agrees to pay Verizon for that training time at Verizon's then current labor rate.

5.2.2 **Overtime.** If Customer requests that CPE Deployment Services be performed during Overtime or Weekend and Holiday Hours, Customer will pay Verizon its applicable labor rate, as reflected in the Service Order or as otherwise advised to Customer.

5.2.3 **Out of Scope Work.** If Customer requests Verizon perform services at locations outside of the specified service area or outside the scope of the defined CPE Deployment Services or Maintenance, Customer will pay Verizon its then current prevailing labor rate for travel, and/or time and material labor rate.

5.2.4 **Re-initiation Fees.** Adding Maintenance Service for Systems who have not had Maintenance Service for a period of 60 days or more may be subject to inspection and/or re-initiation fees, to ensure that the System is in good working condition.

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES

- 5.2.5 **Delays.** Delays impacting CPE Services which result from Customer's action or inaction, including wait time in excess of 30 minutes at the Customer Site, may result in an additional charge, rescheduling fees and/or storage fees where Verizon stores Systems.
- 5.3 **Maintenance of Unsupported Systems.** If Verizon agrees to continue providing Customer with Maintenance Service(s) after the manufacturer stops supporting a System, Customer agrees to pay reasonable additional charges which Verizon determines are appropriate to provide that service (e.g., for manufacturer imposed charges or additional level of effort). Verizon will provide Customer with a Service Order which will include the charges.
- 5.4 **Unreturned Replaced Parts.** If Customer doesn't return a replaced part within 15 calendar days, it will pay Verizon's current list price for the part.
- 5.5 **Troubleshooting Dispatch Charges.** If Customer does not provide remote connectivity into a System and Verizon must dispatch an engineer to Customer Site to troubleshoot an outage, Customer may incur a time and material charge at Verizon's then current rate.
- 5.6 **Customer Network.** If Customer modifies its network and such modifications causes Verizon a material increase in the performance of CPE Services, Verizon may increase the fees upon prior written notice to Customer.
- 5.7 **Moves, Modifications or Changes.** Moves, modifications, or changes of a System performed by Verizon are subject to an additional charge as provided in a Service Order or as otherwise advised to Customer. After a move, modification or change, the MRC for the System may change as a result of tax or other considerations and the new MRC will be shown on the Service Order.
6. **DEFINITIONS.** The following definitions apply to CPE in addition to those identified in the Master Terms and the administrative charge definitions at the following URL: www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm.

Term	Definition
Delivered Duty Paid (DDP)	As defined in "Incoterms 2010" published by the International Chamber of Commerce
Delivered at Place (DAP)	As defined in "Incoterms 2010" published by the International Chamber of Commerce
Business Hours	Means the hours of 8:00 a.m. and 5:00 p.m. local time, during a Business Day
Overtime	Means work extending beyond Business Hours
Weekend and Holiday Hours	Means hours of work other than Business Hours and Overtime

VERIZON BUSINESS SERVICE AGREEMENT

Verizon Network Integration Corp. 1050 Virginia Drive Fort Washington, PA 19034	State of West Virginia ("Customer"):
By: _____	Address
Name: _____	By: _____
Title: _____	Name: _____
Date: _____	Title: _____
	Date: _____

SalesVP/Customer/Document Identifier/DealAttny/Drafter/Date

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). Verizon desires to give you the best digital and connected experience and the most reliable products and services. Verizon protects all your Customer information, but may need to share your Customer information with our affiliates, and with our partners, vendors, and agents, in order to offer and provide products and services to you, our Customer. The Federal Communications Commission, and various states, require Verizon, and indeed all telecommunications providers, to protect Customer Proprietary Network Information (CPNI). CPNI is information that identifies the quantity, technical configuration, type, destination, location, and amount of use of a Customer's telecommunications and interconnected VoIP services purchased from a provider, and related local and toll billing information. Verizon respects our Customers' rights to the protections afforded by these laws. By signing this Agreement, Customer grants Verizon permission to use, give access to, and share, Customer's CPNI between and among Verizon and its Affiliates, and with their agents, contractors, and partners, solely so Verizon and its affiliates can offer Customer our current and future products and services; and to disclose any of Customer's current and future affiliates' CPNI to Customer upon Customer's request. Additionally, Customer represents that the individual signing this Agreement has the authority to grant this permission to Verizon. You, our Customer, may withdraw or limit your consent at any time via email at cpni-notices@verizon.com or at cpni-notices@verizonwireless.com. Please note that your consent will remain valid until Verizon receives a notice withdrawing consent. Withdrawal or limitation of consent will not affect existing service delivery.

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 thirty-six (36) 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 III ("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 (\$0.00) 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, 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.