



State of West Virginia Agency Purchase Order

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Date: 01-30-2026

Order Number:	APO 0439 0439 EBA2600000096 1	Change Order No:	0	Procurement Folder:	1892628
Document Name:	EBAr77657, INSIGHT PUBLIC SECTOR INC			Reason for Modification:	
Document Description:	Firewall upgrades.				
Procurement Type:	Agency Emergency Purchase				
Buyer Name:	Cecil Dale Malcomb				
Telephone:	(304) 254-7858				
Email:	dmalcomb@wvpublic.org				
Shipping Method:	Best Way			Effective Start Date:	2026-02-02
Free on Board:	FOB Dest, Freight Prepaid			Effective End Date:	2027-02-01

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000180127 INSIGHT PUBLIC SECTOR INC 6450 POE AVE STE 200 DAYTON OH 45414-2646 US Vendor Contact Phone: 937-415-9442 Extension:	Requestor Name: Cecil Dale Malcomb Requestor Phone: (304) 254-7858 Requestor Email: dmalcomb@wvpublic.org																				
Discount Details:																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td colspan="3">Not Entered</td> </tr> <tr> <td>#3</td> <td colspan="3">Not Entered</td> </tr> <tr> <td>#4</td> <td colspan="3">Not Entered</td> </tr> </tbody> </table>			Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered		
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#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD BEAVER WV 25813 US	PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST CHARLESTON WV 25301-1223 US

Total Order Amount:	\$16,173.02
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DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY: Cecil Dale Malcomb
DATE: 2026-01-30
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	43201803	1.00000	LS	16173.020000	16173.02
Service From	Service To	Manufacturer		Model No	
2026-02-02	2027-02-01				

Commodity Line Description: Replacement firewalls

Extended Description:

Sophos XGS 3300 firewalls and AP6-420 access points.

	Document Phase	Document Description	Page
EBA2600000096	Final	Firewall upgrades.	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS
(Agency Delegated Procurements Only)**

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.

2A. 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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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.

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Agency Contact. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: N/A straight quotes supplied

Submit Questions to:

Email:

4. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

4A. BID SUBMISSION

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 Agency.

SEALED BID:

BUYER: Dale Malcomb

SOLICITATION NO.: EBAr76682 / ACT EBA26*02

BID OPENING DATE: N/A straight quotes supplied

BID OPENING TIME: N/A straight quotes supplied

FAX NUMBER:

5. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. 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.

6. 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.

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

This Solicitation is based upon a standardized commodity established under West Virginia 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.

8. 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.

9. 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.

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

11. 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 must 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>.

11A. 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, if reciprocal preference is requested by a West Virginia resident vendor, 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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.

13. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in *wvOASIS* can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access 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 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 removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

14. 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.”

15. 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.”

16. 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., 5G-1-1 et seq. and the Freedom of Information Act in 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.

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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 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.

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 the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency 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.

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 and Agency.

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: See attached.

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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 Agency by the Vendor as specified below.

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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 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: _____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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.

9. WORKERS' COMPENSATION INSURANCE: 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. 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.

Liquidated Damages Are Not Included in this Contract.

11. 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.

12. 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.

13. PAYMENT IN ARREARS: 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.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or 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.)

15. 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, included in the Contract, 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.

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. 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. 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.

18. CANCELLATION: The State 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 Agency 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.

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

20. 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.

20A. VENUE: 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.

21. 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. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 and any other government agency or office that may be required to approve such assignments.

27. 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.

28. 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.

29. 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 www.state.wv.us/admin/purchase/privacy.

30. 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.

31. 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. 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.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an 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.

33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

34. 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.

35. 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.

36. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

37. 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.

38. 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.division@wv.gov.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

40. 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 hearth, 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.

41. 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.

42. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

43. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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.

Brandi Smith // Account Executive

(Printed Name and Title)

2701 E Insight Way, Chandler AZ 85286

(Address)

937-415-9442

(Phone Number) / (Fax Number)

Brandi.Smith@insight.com

(E-mail 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Insight Public Sector, Inc.

(Company)

Lisanne Steinheiser

(Signature of Authorized Representative)

Lisanne Steinheiser / Global Compliance Officer

(Printed Name and Title of Authorized Representative)

1/29/2026

(Date)

937-415-9442

(Phone Number) (Fax Number)

Revised 8/24/2023

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 (Vendor terms) | <input checked="" type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 (Vendor Quote) | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 (Signed PO) | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 (wv96 terms addend) | <input type="checkbox"/> Addendum No. 9 |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Insight Public Sector, Inc.

Company

Lianne Steinheiser

Authorized Signature

1/29/2026

Date

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

THESE TERMS OF SALE ARE BETWEEN YOU ("CLIENT" OR "YOU") AND THE INSIGHT ENTITY IDENTIFIED IN OUR OFFER TO SELL ("QUOTE" or "Quotation"), AN ORDER, INVOICE OR STATEMENT OF WORK (COLLECTIVELY, THE "AGREEMENT" OR "TERMS OF SALE"), AND WILL APPLY TO YOUR ORDER AND PURCHASE OF THIRD PARTY HARDWARE, SOFTWARE AND RELATED THIRD PARTY SERVICES (COLLECTIVELY, "PRODUCT"), AND ANY SERVICES PERFORMED BY INSIGHT AS DESCRIBED IN A QUOTE, ORDER OR STATEMENT OF WORK ("SERVICES").

UPON PLACING AN ORDER FOR PRODUCTS AND SERVICES, YOU AGREE TO BE BOUND BY AND ACCEPT THE TERMS OF THIS AGREEMENT UNLESS AND TO THE EXTENT THERE IS A SEPARATE WRITTEN AGREEMENT EXECUTED BETWEEN THE PARTIES THAT GOVERNS. ANY ADDITIONAL OR DIFFERING TERMS OR CONDITIONS PROPOSED OR INCLUDED IN YOUR PURCHASE ORDER DOCUMENT OR ORDER ACCEPTANCE WILL BE FOR YOUR INTERNAL ADMINISTRATIVE PURPOSES ONLY AND NOT BECOME PART OF THE AGREEMENT AND ARE HEREBY EXPRESSLY REJECTED. NO COURSE OF PRIOR DEALINGS BETWEEN THE PARTIES AND NO USAGE OF TRADE WILL BE RELEVANT TO DETERMINE THE MEANING OF THIS AGREEMENT, INSIGHT'S QUOTE OR ANY ORDER OR INVOICE, REGARDLESS OF FORM.

1. Acceptance; Cancellation

Client agrees that Insight's quotation is an offer to sell and Client's order is acceptance of such offer with respect to any Products or, with respect to Services, listed in Client's order or as set forth in a written Statement of Work ("SOW"). SOWs may not be terminated without cause except to the extent stated in any SOW. Orders and SOWs may be cancelled or terminated under the following conditions:

- a. **Product:** Cancellation of orders prior to or following shipment must be made in accordance with the cancellation or return policies of the manufacturer, publisher or supplier of the Product.
- b. **Services:** Either party may terminate the performance of a Service, SOW or order for Services for cause if the other party fails to remedy a material breach within thirty (30) days after receipt of written notice of such breach, except that it will only have ten (10) days to remedy any payment default. After Insight performs a Service or delivers a Deliverable to Client, if the Service or Deliverable does not meet the material requirements described in the SOW, then Client will provide Insight with a written explanation describing how the requirements were not met within 5 days following the date the Service or Deliverable was delivered to Client. If Client fails to provide the written explanation within this 5-day period, the Service and Deliverable will be deemed accepted by Client. For the purpose of this Agreement, "Deliverables" means the items created by Insight in connection with the Services, as specifically described in the relevant SOW.
- c. **Effect:** Cancellation or termination shall not relieve Client of Client's duty to pay for Products shipped, Services performed, or fees and expenses incurred by Insight prior to receiving required written notice.

2. Automatic Renewal of Software Products

Unless otherwise stated on an order, software products will automatically renew after their initial subscription period and Client shall be responsible for the costs associated with such renewal. If Client does not want a software product to automatically renew, Client is responsible for notifying Insight in advance of the automatic renewal date in accordance with the manufacturer's, publisher's or supplier's end user terms and conditions.

3. Accuracy of Data/Corrections

Insight obtains certain data directly from the manufacturer, publisher or supplier of Products and is not responsible for pricing, typographical or other errors in any such data. Insight

reserves the right to cancel orders related to such errors or Product discontinuation or unavailability, and to correct at any time, including pricing errors not detected until after Insight's confirmation or e-mail response.

4. Pricing/Availability

Prices are subject to change at any time prior to Insight's acceptance of Client's order. Pricing for backordered Products may be subject to change. If there is a price increase, the price will be quoted prior to shipment. The Client has the option to cancel or issue a revised PO at the new price. Prices are exclusive of all taxes, duties, shipping and handling charges. Availability of third-party Product is subject to change without notice.

5. Payment

Payment terms are at Insight's sole discretion and all orders are subject to Insight's credit approval. Client agrees to pay the total purchase price for Products, plus tax and shipping (to the extent shipping is not prepaid by Client, including shipping charges billed to Insight as a result of using Client's carrier account number or a carrier selected by Client).

- a. Invoicing/Payment: Product will be invoiced on the date of shipment. Services will be invoiced on the date performance is completed or as otherwise specified in any mutually agreed upon SOW. Client must pay all undisputed invoices in full within 30 days of the invoice date. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice.
- b. Credit/Late Payment: Client must provide appropriate credit references upon request and authorize us to obtain credit history from such references. Insight retains the right to decline to extend credit and to require that the applicable purchase price be paid prior to provision of Product or performance of Services based on changes in Insight's credit policies or Client's financial condition and/or payment record. Insight reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due invoices. Client is responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed invoices. Insight may terminate or suspend deliveries or all further work if payment is not received in a timely manner.
- c. Taxes: Federal, state and local sales, use and excise taxes and all similar taxes and duties (excluding taxes based on Insight's income, assets or net worth) are solely Client's responsibility. Client may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.

6. Delivery/Title/Risk of Loss

Insight will use commercially reasonable efforts to meet requested delivery times but does not guarantee delivery by a stated time and is not responsible for any damages due to delays or the failure to meet a stated delivery schedule. Insight reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle Client to cancel other installments. Product will be delivered to you FOB Destination (Client's designated facility), freight prepaid and added. Title and risk of loss shall pass to you when Product is delivered to your designated facility. Notwithstanding anything to the contrary in this paragraph, title to software Product remains with the applicable licensor(s), and software delivery occurs when it is first made available by the licensor or Insight for your use. Client grants a security interest in all Products purchased under this Agreement to secure payment in full. Additionally, Client authorizes Insight to execute and file a financing statement or other documents that are necessary to perfect Insight's security interest. Insight's security interest shall terminate when Insight has received all amounts due for the Product(s).

7. Product Purchase Authorization

Certain software and cloud product offerings Client requests from Insight from time-to-time may only be acquired through the online e-commerce portal of an independent software or cloud product vendor that is not set up in Insight's system or network of suppliers. Purchasing directly from such supplier's e-commerce portal may require Insight to electronically accept the supplier's end user terms on Client's behalf. Therefore, for any such product offerings, Client (i) authorizes Insight to accept the applicable end user terms on Client's behalf, which will govern Client's purchase and use of such products, and (ii) accepts

and agrees to (a) fully comply with the applicable end user terms on the supplier's online e-commerce portal and (b) hold Insight harmless.

8. Warranty Disclaimer

TO THE EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES IN SECTION 9 (LIMITED WARRANTIES) ARE IN LIEU OF, AND INSIGHT EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE PRODUCTS AND SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. You also waive any claims that you may have against Insight based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights ("Claims") with respect to any Product and also waive any right to indemnification from Insight against any such Claims made against you by a third party. You acknowledge that no employee of Insight is authorized to make any representation or warranty on behalf of Insight that is not in this Agreement.

9. Limited Warranties

- a. **Product:** Products manufactured, published or provided by third parties, including third-party performed services, are provided by Insight on an "as is" basis without warranty by Insight of any kind, either express or implied. Products coded as "IVC" (Insight Value Center), "-REF" (refurbished) or "-Open" (previously opened and/or the box has been damaged) in the Product description are offered "AS IS" and are not being sold as "new". The manufacturer's or publisher's warranty, if any, will apply and provide the sole coverage for all Products. Insight shall pass through to Client, to the extent available, any manufacturer's/publisher's/supplier's written warranties associated with Products purchased from Insight.
- b. **Services:** Services performed by Insight will: (i) be performed in a professional and workmanlike manner; and (ii) substantially conform to the written specifications under the service description for thirty (30) days from completion, or for such other warranty period as may be indicated under the relevant SOW or order. The following are Client's sole and exclusive remedies and entire liability with respect to this warranty: (i) upon written notice from Client, Insight will use commercially reasonable efforts to reperform Services not in substantial compliance with this warranty; or (ii) if Insight cannot repair the non-conforming Services within thirty (30) days of receiving written notice from Client, or such additional time as may be agreed upon by the parties, Insight will, at its option, provide a credit or refund of any fees paid by Client for the portion of the Services not in substantial compliance with this warranty. Re-performance will not extend the warranty period. All credits issued to Client by Insight must be used within two years from the date of issue. Unused credits will automatically expire.
- c. **General:** Each of Insight and Client have full power and authority to enter into this Agreement, and have all other rights necessary for the performance of their respective obligations hereunder.

10. Client Work Product

Client retains all right, title and interest in Client's proprietary information ("Client Proprietary Information"), including such Client Proprietary Information contained in the deliverables resulting from the Services described in and delivered pursuant to this Agreement or to the applicable SOW to this Agreement ("Work Product").

Insight retains all right, title and interest in, without limitation, any work of authorship (including computer software), schema, invention, process, device, apparatus, schematic or technical information, report, documentation, workflow, know-how, and best practice, that is invented, created, authored, or reduced to practice by Insight, and that is included in the Work Product or is used by Insight to carry out the Services described in and delivered pursuant to this Agreement or to the applicable SOW to this Agreement ("Insight IP").

Except as set forth herein, Insight hereby grants to Client a worldwide, non-exclusive, non-

transferable, royalty-free, perpetual, without the right of sublicense, license to use Insight IP that is included in the Work Product in the course of Client's internal, business operations, provided that no Insight IP may be unbundled or separated from the Work Product or used on a stand-alone basis. Insight reserves the right to revoke the foregoing license for non-payment of required fees under this Agreement or the applicable SOW to this Agreement.

11. Limitations on Use

You agree and represent that you are buying Product for your own internal use and not for resale. If Product purchased under this Agreement is intended for export, it may be subject to export regulations. You accept full responsibility for and agree to comply fully with all export regulations, including obtaining export licenses. The export of Products may also alter or void the manufacturer's or publisher's warranty. PRODUCTS OFFERED BY INSIGHT ARE NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR SYSTEMS OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PRODUCTS COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. USE IN ANY SUCH APPLICATIONS IS AT YOUR SOLE RISK.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, IN NO EVENT WILL INSIGHT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF INCOME, PROFITS, DATA, OPERATIONAL EFFICIENCY, USE OR INFORMATION) ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL AMOUNT OF DIRECT DAMAGES RECOVERABLE FROM A PARTY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, IS LIMITED TO THE TOTAL AMOUNT PAID OR TO BE PAID BY CLIENT FOR THE PRODUCT PURCHASED UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM, OR THE TOTAL AMOUNT PAID OR TO BE PAID BY CLIENT FOR SERVICES PERFORMED UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, WHICHEVER THE CASE MAY BE.

13. Confidential Information.

"Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure and includes, but is not limited to, trade secrets, know-how, inventions, techniques, data, customer lists, personal information, financial information, sales and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such Confidential Information is disclosed to a third party or used for unauthorized purposes. Each Party will safeguard and maintain the Confidential Information of the other Party to the same degree it uses to protect its own similar Confidential Information, using not less than a reasonable standard of care. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosures of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of Confidential Information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies, except as otherwise required by law. The obligations under this paragraph do not apply to information that: (i) is or becomes generally known or in the public domain through no act or omission of the recipient; (ii) was lawfully in a Party's possession without restriction as to use or disclosure before its receipt from the disclosing Party; (iii) is received from, or was made available to, a third party without any obligation of confidentiality; (iv) was independently developed; (v) is otherwise permitted to be disclosed under this Agreement; (vi) is disclosed with the prior written consent of the disclosing Party; or (vii) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the Party required to make the disclosure under the law shall give prompt notice of this to the other Party prior to such disclosure so that Party may seek an appropriate protective order or give its written consent to such disclosure.

14. Data Protection.

Insight will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Data (as defined in the DPA). Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Data (other than by Client). The terms of the data processing agreement at https://www.insight.com/en_US/help/data-processing-agreement.html (the "DPA") posted as of the Effective Date are hereby incorporated by reference.

15. Notices

Any notice provided under this Agreement must be in writing and is considered received: (a) when personally delivered; (b) 1 business day after having been sent by overnight courier; or (c) after 5 business days if mailed first class postage prepaid. All business communication will be sent to the addresses indicated on Client's order or as either party designates in writing to the other. Legal notices must be sent with a copy for Insight addressed to: Insight, 2701 E. Insight Way, Chandler, AZ 85286, Attn: Legal Department.

16. Governing Law

THIS AGREEMENT AND ALL ORDERS SHALL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF ARIZONA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN MARICOPA COUNTY, ARIZONA, AND CLIENT CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CLIENT FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the order. Both parties are solely obligated to address and resolve all disputes associated with this Agreement or any order, including any damages or injuries to Client's affiliates, and all claims related to this Agreement or any order will be brought by Client in Maricopa County, Arizona as provided in this Agreement.

17. Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims capable in law of being submitted to binding arbitration) arising from or relating to the Products or Services, the interpretation or application of this Agreement or any order or the breach, termination or validity thereof, the relationships which result from this Agreement or any order (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Insight's or any of its affiliates' advertising or marketing WILL BE RESOLVED BY FINAL CONFIDENTIAL AND BINDING ARBITRATION IN MARICOPA COUNTY, ARIZONA, INSTEAD OF IN COURT, except that (a) Client may take claims to small claims court, if Client qualifies for hearing by such court, and (b) if Client fails to timely pay amounts due, Insight may assign Client's account for collection and the collection agency may pursue such claims in court limited strictly to the collection of the past due debt and any interest or cost of collection permissible under applicable law or this Agreement. Arbitration under this Agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. THE RULES GOVERNING ARBITRATION ARE DIFFERENT THAN THOSE IN COURT. ARBITRATION DOES NOT INVOLVE A JUDGE OR JURY AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AS A COURT. EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE AMERICAN ARBITRATION ASSOCIATION RULES OR AS OTHERWISE REQUIRED UNDER APPLICABLE LAW, CLIENT UNDERSTANDS THAT BY INITIATING THIS ARBITRATION PARAGRAPH CLIENT IS GIVING UP CLIENT'S RIGHT TO A TRIAL IN COURT OR ADMINISTRATIVE PROCEEDING, EITHER WITH OR WITHOUT A JURY, AS A MEANS BY WHICH TO SETTLE CLIENT'S DISPUTE. Notwithstanding any choice of law provision included in this Agreement, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16).

18. Assignment

Client may not assign any of Client's rights or delegate any of Client's obligations under the Agreement without our prior written consent. Insight may assign or subcontract any or all of its rights or obligations and/or assign the right to receive payments hereunder to one or more

qualified parties without Client's prior consent, unless otherwise agreed to by the parties in writing. Subject to the restrictions in assignment contained in this provision, the Agreement, including any SOW, will be binding on and inure to the benefit of the parties and their successors and assigns.

19. Force Majeure

Insight shall not be liable to Client for any delay or failure by Insight to fulfill its obligations under this Agreement or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of Insight, including, but not limited to labor disputes, strikes or other labor disturbances, acts of nature, floods, lightning, pandemics, epidemics, shortages of materials, rationing, utility or communication failures, earthquakes, terrorism, casualty war, embargoes, blockages, actions, restrictions, or changes in trade policy, tariffs, sanctions, import/export restrictions, regulations or orders of any government or subdivision thereof.

20. Non-Solicitation & Non-Hire

Both parties agree, that during the term of this Agreement and for a one-year period after the termination or expiration of this Agreement, neither party will, directly or indirectly, solicit, offer employment or hire any current or former employee, contractor or consultant of the other party who has directly involved in the performance of this Agreement or any related SOW. This provision does not restrict the right of either party to solicit or recruit generally in the media and does not prohibit either party from hiring an employee of the other who answers any advertisement or who voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party.

21. Compliance with All Applicable Laws

Each Party shall comply with all laws, rules, and regulations applicable to the performance of its obligations hereunder.

22. General

If any provision of this Agreement is invalid, illegal or unenforceable, it will be regarded as severed from this Agreement and not affect the validity or enforceability of the remaining provisions of this Agreement. A delay or failure to exercise or partially exercise any right under the Agreement does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition. The provisions of this Agreement, which by sense and content are intended to survive, will survive the expiration or termination of the Agreement. The relationship between the parties is that of independent contractors and not that of employer/employee, partnership or joint venture. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

23. Entire Agreement

This Agreement supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to Client's order. Any conflicting additional or different Agreement contained in any other agreement, invoice or SOW, as the case may be, are expressly rejected. In the event of a conflict between this Agreement and a SOW, the SOW will govern with respect to such conflicting, additional or different terms.

These terms and conditions ("Terms of Sale") govern the purchase of the Cloud Services from Insight Public Sector, Inc. ("Insight") by the customer ("Client") identified in the Cloud Services order form (the "Order") and is incorporated into and made part of that Order, unless purchase is being made pursuant to a separate written agreement. Where the terms and conditions of this purchase conflict with the terms and conditions of the separate written agreement, the terms and conditions of the separate written agreement shall prevail.

Section 1. Definitions

"Client Data" means any information of, or related to, Client, including without limitation, (i) any information about Client disclosed by Client or Insight to Service Provider during the Term of the Order, including, without limitation, any Client-issued requirements in connection with the Cloud Services; (ii) any information of Client transmitted or otherwise sent to, or uploaded to, any Service Provider Facilities, and/or any information of Client that resides in any Service Provider Facilities, through or as a result of Client's purchase or use of the Cloud Services; (iii) any work product or other information of Client developed, generated, or otherwise produced from the use of the Cloud Services; and/or (iv) any information obtained by Service Provider, whether visually, physically, or remotely, from any client facilities during the course of provisioning Cloud Services to Client.

"Cloud Service(s)" means (i) the services and any software or other materials described in the Service Provider Terms, and (ii) any ancillary services provided by Service Provider in connection with such services, as described in the Service Provider Terms and offered by Insight under the Order.

"Fees" means the amounts due for use of the Cloud Services purchased by Client under the Order.

"Personal Information" means information that is identifiable to a particular individual, including but not limited to such person's name, physical address, telephone number, email address, social security number, or credit card number.

"Service Level Agreement" or "SLA" means the service levels or service level agreements, if any, set forth in the Service Provider Terms.

"Service Provider" means the entity that provides the subscription based Cloud Services described in the Service Provider Terms and offered by Insight under the Order.

"Service Provider Facilities" means any infrastructure of Service Provider or its licensors in connection with the provision of the Cloud Services or technical support, including, without limitation, software programs, hardware, data centers, networks, systems, websites, technology, or other facilities or resources provided or operated by, or on behalf of, Service Provider or its licensors in connection with the provision of the Cloud Services.

"Service Provider Terms" means, collectively, Service Provider's description of Cloud Services, terms of use/service, direct agreements entered into with Client, and SLAs, if any, all of which may be amended or otherwise updated unilaterally by the Service Provider from time to time.

"Special Terms Addendum" means any terms and conditions that are specific to the particular Insight offering or Service Provider and listed on an addendum to the Terms of Sale. To the extent such terms differ or conflict with these Terms of Sale, the Special Terms shall govern.

"Subscription Period" means the monthly, yearly or other period as identified in the Order that begins the date Cloud Services commence for such Subscription Period.

"Territory" means the geographical area where Client is authorized to provision and use the Cloud Services.

"Term" means collectively, the "Initial Term" and any "Renewal Term," as those terms are defined in Section 4.1 (Order Term), that begins as of the Effective Date of the Order.

Section 2. Scope of Cloud Services

INSIGHT IS RE-SELLING AND/OR SOLICITING ORDERS ON BEHALF OF SERVICE PROVIDER FOR CLOUD SERVICES PERFORMED OR OTHERWISE PROVIDED BY SERVICE PROVIDER OR ITS AFFILIATES, SUBCONTRACTORS, SUCCESSORS, OR ASSIGNS. UNLESS SPECIFICALLY IDENTIFIED AS 'INSIGHT OFFERINGS', INSIGHT ITSELF DOES NOT PERFORM THE CLOUD SERVICES THAT ARE SUBJECT TO THE TERMS OF THE ORDER. Insight is not responsible for any services related to the implementation or configuration of Cloud Services for Client's use, unless otherwise agreed upon by Insight and Client under a separate written agreement. References to reselling or resale (or a variation thereof) shall include the solicitation of Orders on behalf of a Service Provider.

2.1 Cloud Services Restrictions, Rights and Use.

- a. **Service Provider Terms.** Cloud Services sold by Insight under the Order will be performed or otherwise provided by Service Provider in accordance with the Service Provider Terms. Client shall comply with the Service Provider Terms and look to Service Provider for compliance of the Service Provider's responsibilities under those terms. Service descriptions in effect at the time of purchase will apply for the entire applicable Subscription Period. However, Client agrees that Service Provider may, at any time, amend Cloud Services descriptions or otherwise update them and any documentation relating thereto, including, without limitation, any specifications for the Cloud Services for any reason including, without limitation, legal, safety, business, or technical considerations.

SERVICE PROVIDER TERMS IN EFFECT AT COMMENCEMENT OF EACH SUBSCRIPTION PERIOD WILL REMAIN IN EFFECT UNTIL THE END OF CLIENT'S THEN-CURRENT SUBSCRIPTION PERIOD. IF AMENDED OR OTHERWISE UPDATED VERSIONS OF SERVICE PROVIDER TERMS ARE AVAILABLE AFTER THE EXPIRATION OF CLIENT'S THEN APPLICABLE SUBSCRIPTION PERIOD, THEN CLIENT AGREES THAT SUCH VERSIONS WILL AUTOMATICALLY BECOME THE "SERVICE PROVIDER TERMS" FOR CLIENT'S SUBSEQUENT RENEWAL SUBSCRIPTION PERIOD, AND SUCH VERSIONS WILL CONTROL UNLESS OTHERWISE MUTUALLY AGREED UPON IN WRITING BY CLIENT AND SERVICE PROVIDER. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT CLIENT SHALL BE SOLELY RESPONSIBLE FOR PERIODICALLY REVIEWING THE DESIGNATED URL OR A SUCCESSOR URL OF SERVICE PROVIDER TO UNDERSTAND AND PERFORM IN ACCORDANCE WITH SUCH AMENDED OR OTHERWISE UPDATED VERSIONS.

- b. **Other Related Terms.** Client expressly acknowledges and agrees that it may be subject to Service Provider requirements other than those set forth or referenced in the Order, including policies, license agreements, system-access terms and conditions,, that may be imposed by Service Provider or its licensors upon Client in connection with accessing or otherwise using the Cloud Services (collectively, "Other Related Terms"). Client expressly acknowledges and agrees that Insight shall not be liable for any breach by Service Provider of Service Provider's obligations under any applicable Other Related Terms, if any, or for any loss, damages, costs, or expenses incurred by Client in connection with any actions taken by Service Provider under the applicable Other Related Terms, including, without limitation, any actions against Client to enforce any provisions therein.

- c. **IP Rights.** Client owns and retains all right, title, and interest in and to Client Data and all intellectual property rights therein. Service Provider or its licensors, subcontractors, or suppliers will retain all rights, title, and interests in and to the Cloud Services and Service Provider Facilities as well as any derivative works thereof, including, without limitation, any intellectual property rights in and to the Cloud Services and the Service Provider Facilities. Client shall not infringe, misappropriate, or otherwise violate such rights, title, or interests. Client's access to Cloud Services shall be subject to the terms and conditions of the Order, as well as Service Provider Terms.
- d. **Use of Cloud Services.** Use of the Cloud Services is governed by the Service Provider's Terms, as well as the following usage notices and limitations. Client assumes all risks, costs, and expenses in connection with the use of the Cloud Services.
1. **Territory.** Client is purchasing Cloud Services in the Territory for use within the Territory, unless otherwise specifically and mutually agreed upon in writing by authorized representatives of each party. Except as otherwise set forth in an Order Form or the Service Provider Terms, the Territory is worldwide.
 2. **Service Provider Facilities.** Client acknowledges that the Cloud Services may be provided by Service Provider from Service Provider Facilities anywhere in the world and Service Provider may, at any time, transfer the provision of the Cloud Services from one installation to another. There is no guarantee that any such installation, or part thereof, is dedicated to the sole use of Client. Transfer, transmission, distribution, posting, uploading, storage, downloading, and the retrieval of any information, software, technology, or other technical data via the Cloud Services may be subject to U.S. or foreign export, import, privacy, or data security laws.
 3. **High Risk.** Cloud Services sold by Insight are not designed for use in life support, life sustaining, nuclear or other applications in which failure could reasonably be expected to result in personal injury, loss of life or catastrophic property damage.
 4. **Business Purpose.** Client will use the Cloud Services for its own use and for legitimate business purposes only, and Client shall not resell, sub-lease, sub-rent, or sub-license the Cloud Services to any third party.
 5. **Internet.** Client shall comply with all relevant legislation applicable to the use of the internet and shall conform to the protocols and standards published on the internet from time to time and adopted by the majority of internet users. Insight reserves the right to edit or remove any post or transmission by Client that, in Insight's judgment, is not appropriate, reasonably believes may violate applicable laws or regulations, or portrays Insight or Service Provider in a false, misleading, derogatory, or offensive manner.

2.2 **Client's Responsibilities.** In addition to other duties of Client set forth in these Terms of Sale, Client is responsible for the following: (a) maintaining the security of its networks, servers, applications and access codes, including, without limitation, the backup and other protection of its system and data, against loss, damage or destruction by third parties; (b) providing information reasonably requested by Insight or Service Provider, including, without limitation, any technical and related information, and any consents that Insight or Service Provider may need from Client necessary for Service Provider to enable the Cloud Services and shall otherwise undertake the responsibilities applicable to Client set forth in the Service Provider Terms; (c) work with Insight and Service Provider to resolve performance issues as necessary. Insight may assume, without inquiry or liability, that any person in possession of Client's account information or access codes has the authority to access Client's account or the Cloud Services, or modify Client's account. Client must immediately notify Insight in writing of any unauthorized use of such information or codes.

2.3 **Service Provider Marketplaces.** Certain Service Providers may offer access to a "marketplace" where You may purchase cloud offerings from third-party vendors unaffiliated with both the Service Provider and Insight ("Marketplace"). Any such offerings are made available to you expressly subject to the program rules, terms and conditions imposed by the third-party vendors (which may be presented to You at the time or purchase or flowed down to You by Insight) and not these Terms of Sale (except as forth

herein). Depending on how You purchase these offerings on the Marketplace, Insight may serve as your billing agent, and You will pay Insight as invoiced for Your Marketplace purchases in accordance with these Terms of Sale. In addition, the following terms and conditions of these Terms of Sale shall apply to any Marketplace purchases: Sections 2 (Scope of Cloud Services), 3.1 (Fees), 3.3 (Usage Based Billing), and 5.2 (Warranty Disclaimer).

Section 3. Fees and Invoicing

3.1 Fees. Client shall pay Insight the Fees identified in the Order. In addition, Insight reserves the right to make adjustments to pricing for reasons including, but not limited to, changing market conditions, discontinuation, unavailability, Service Provider price changes based on general partner/distributor program changes and errors in advertisements.

3.2 Invoicing/Payment. Charges for the Cloud Services will commence from the date the Cloud Services are made available by Service Provider to Client and are non-refundable. Fees include: (a) recurring charges for that calendar month or other mutually-agreed-upon billing period; and (b) non-recurring set up and other one-off charges (including but not limited to domain set-up charges), if any, for that calendar month or other mutually-agreed-upon billing period. Insight will invoice Client the Fees in accordance with the frequency indicated in the Order. Client must pay all invoices in full within 30 days of the invoice date. To apply for credit in connection with such purchase, Client must establish an account with Insight. Client agrees to promptly: (i) provide certain accurate, current and complete information as reasonably required by Insight to process credit application or Order, or by Service Provider to provision the Cloud Services or provide technical support ; and (ii) maintain and update such information to keep it accurate, current and complete, including but not limited to, changes to Client's billing address or e-mail address, the names of its authorized personnel, or changes in applicable credit-card information (including, without limitation, any expiration or cancellation of the credit card). If Client has selected to use a credit card as its method of payment, then Client authorizes Insight to charge that credit card for such Fees until Cloud Services are terminated in accordance with these Terms of Sale. Client is responsible for Insight's costs of collection for any payment default, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described herein, Insight reserves the right to suspend further deliveries until payment is received.

3.3. Usage Based Billing. Upon execution of this Order, the parties agree that all future increases in quantities used, enabled or consumed for existing purchased Cloud Services will be invoiced on an actual use basis. If new Cloud Services or features are procured, Client will need to execute a Project Change Request Form for any such net-new Cloud Services.

3.4 Taxes. Fees or prices expressed in the Order exclude taxes of any kind. Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Insight's income, assets or net worth), are solely Client's responsibility. Client may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.

3.5 Cloud Service Credits. Unless otherwise provided by Service Provider and to the extent that a Cloud Service credit is due to Client in accordance with the Service Provider Terms, the Parties agree that any credit due will be credited by Insight to Client's account within a reasonable time after Insight's receipt the corresponding credit amount from Service Provider following Service Provider's verification of Client's claim. Client expressly acknowledges and agrees that Insight is not obligated to provide any Cloud Service credit if Service Provider is unable to verify, or otherwise rejects, Client's claim for any reason or if Service Provider fails to provide the Cloud Service credit for any reason even if it has verified Client's claim. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN CONNECTION WITH ANY UNAVAILABILITY OF THE CLOUD SERVICES OR BREACH OF THE SLA.

Section 4. Term; Termination/Suspension Rights; Effect

4.1 Order Term. Unless earlier terminated in accordance with this Section, the initial term of Client's subscription of Cloud Services shall commence on the later of (i) the Effective Date, or (ii) the date the Cloud Services are made available to Client by the Service Provider as notified by the Service Provider to Insight, ("Initial Term", which is coterminous with the Initial Subscription Period identified on the Order). Upon expiration of the Initial Term, Client's subscription of Cloud Services will automatically renew for additional, successive terms (each a "Renewal Term") unless Client or Insight provides notice of non-renewal in accordance with Section 5.7(b) (Notices – Routine). Notice of non-renewal for a monthly Subscription Period must be given at least 30 days prior to the end of the then-current Subscription Period. Notice of non-renewal for a Subscription Period of greater than 1 month must be given at least 45 days prior to the end of the then-current Subscription Period.

4.2 Termination Rights

a. For Cause.

1. By Insight. Without prejudice to any other rights to which it may be entitled, Insight may terminate the Order, in whole or in part, with immediate effect, if Client materially breaches these Terms of Sale and fails to remedy that breach within 30 days of receipt of Insight's written notice of such breach. A material breach, includes but is not limited to: (i) Client's failure to pay Fees when due, (ii) rejection, for any reason, of any charges for Fees using a credit card provided by Client, or (iii) Client's breach of Section 5.1 (Compliance With Laws). In addition, If Service Provider terminates any part or all of the Cloud Services in connection with any "Use Issues" as defined in this paragraph, Client shall be deemed to have been in material breach of the Order. "Use Issues" means Client's misuse of Cloud Services in violation of the Order, the Service Provider Terms or Other Related Terms, or due to any other act or omission of Client. Notwithstanding anything to the contrary in this paragraph, if Service Provider terminates any part or all of the Cloud Services in connection with any Use Issues, Insight may terminate the Order, in whole or in part, upon written notice with immediate effect unless indicated otherwise in such notice.
2. By Client. Client may terminate the Order if Insight materially breaches these Terms of Sale and fails to remedy that breach within 30 days after receipt of Client's written notice of such breach. Insight shall not be deemed in default if Service Provider withholds provision of Cloud Services or suspends or terminates Client's access to, or use of, Cloud Services, or any part thereof, as allowed under this Section 4. Any such action by Service Provider does not give Client the right to terminate the Order.

b. For Convenience. Once Cloud Services are provisioned (made available for use by Client), an Order may not be terminated or suspended by Client for convenience. The Order will automatically terminate with immediate effect, without any liability for such termination, upon written notice to Client if Service Provider terminates its agreement with Insight to resell Cloud Services. In addition, if the Order is entered into by Insight and Client before Service Provider agrees to provide the applicable Cloud Services to Client, and if Service Provider then refuses to provision such Cloud Services for any reason, Insight may immediately terminate the Order, without any liability for such termination, upon written notice to Client.

4.3 Service Provider Suspension/Termination Rights. The provision of the Cloud Services may be withheld or the Cloud Services may be suspended or terminated, in whole or in part, by Service Provider, (a) should Client use the Cloud Services in violation of the Service Provider Terms, or any Other Cloud Service-Related Terms, if applicable; or (b) under circumstances described in the Service Provider Terms. Any such action by Service Provider does not give Client the right to terminate the Order. Fees will continue to accrue for the duration of any withholding or suspension of the Cloud Services, or any part thereof based upon the Subscription Period. Client shall be responsible to pay for such Fees in accordance

with the Order. If Service Provider charges Insight for any remedial work that becomes necessary as a direct result of any Use Issues, Insight shall charge Client and Client will pay Insight such charges within 30 days of Insight's invoice date. In addition, if any Cloud Services disconnection or suspension pursuant to this subsection results in the requirement of a reasonable reinstatement fee or if Service Provider suspends any Cloud Services due to Client's acts or omissions and requires an increase in the fees payable by Insight to Services Provider as a prerequisite for Service Provider to resume making the Cloud Services available for Client, Client agrees to pay such additional fees as invoiced by Insight.

Client may have certain rights to terminate Cloud Services but only as expressly provided under the Service Provider Terms; provided, however, that Client must first be in compliance with all applicable termination-related processes and other requirements set forth in the Service Provider Terms. Client must provide Insight prior written notice of Client's election to exercise such termination rights, and any such election shall be exercised in accordance with the applicable Service Provider Terms and subject to Service Provider's approval.

4.4 Effect of Termination. Termination or expiration of the Order shall not relieve either party of its rights or obligations incurred prior to termination or expiration that by their nature or term survive, including any and all payment due under the Order.

- a. Payment upon Breach. If all or part of the Order is terminated by Insight for cause, Client shall pay Insight the Fees that would be due for the remainder of the unexpired Subscription Period and any Fees for Cloud Services performed prior to termination. All such fees shall become immediately due and payable upon any such termination.
- b. Provision of Cloud Services after Client's Termination. Notwithstanding anything to the contrary in this Section, if despite Client's election of termination, or any notice to terminate Cloud Services or any part thereof, Client: (i) requests the continued delivery of the Cloud Services (or part thereof) after the intended termination effective date indicated in Client's written notice, or (ii) otherwise continues to have access to and use such Cloud Services after the intended termination date, then, even if such request or access and use is temporary, to the extent Service Provider invoices Insight for the provision of such Cloud Services to Client, Client shall pay Insight the Fees. These Terms of Sale and the Service Provider Terms will survive and govern Client's purchase and use of Cloud Services, respectively, until the Cloud Services are terminated by Service Provider.

Section 5. Additional terms and conditions

5.1 Compliance with Laws. Client shall comply with, and agrees that it is its responsibility to adhere to, all applicable law in connection with Client's use of the Cloud Services. Cloud Services may also be subject to export regulations. Client acknowledges this possibility and accepts full responsibility for and agrees to comply fully with applicable law and all export regulations, including obtaining export licenses. Client represents and warrants that no technical data will be exported under the Order except in compliance with all requirements of the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). Client shall be solely responsible for any claims, losses, costs, liability and charges, including reasonable legal fees, incurred by Insight as a result of Client's breach of this provision.

5.2 Warranty Disclaimer. INSIGHT PROVIDES NO WARRANTY IN CONNECTION WITH THE CLOUD SERVICES, ANY TECHNICAL SUPPORT PROVIDED BY SERVICE PROVIDER IN CONNECTION WITH THE CLOUD SERVICES, OR ANY SERVICE PROVIDER FACILITIES. THE CLOUD SERVICES AND ANY TECHNICAL SUPPORT PROVIDED BY SERVICE PROVIDER ARE SOLD OR OTHERWISE PROVIDED BY INSIGHT TO CLIENT "AS IS" AND SERVICE PROVIDER FACILITIES UTILIZED ARE WITHOUT WARRANTY OF ANY KIND FROM INSIGHT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT FROM INSIGHT (INCLUDING, WITHOUT LIMITATION, ITS SALES REPRESENTATIVES), OR FROM INSIGHT'S OR SERVICE PROVIDER'S WEBSITE, WILL CREATE ANY WARRANTY BY INSIGHT

5.3 Confidentiality. "Confidential Information" means any non-public information, including but not limited to, intellectual property, pricing, customer lists, personally identifiable health information, financial information, access codes provided in connection with the Cloud Services, sales and marketing plans of the other party, its affiliates, or its customers, service providers, contractors, or licensors (collectively, "Vendors"). Each party ("Receiving Party") will maintain in confidence and safeguard any Confidential Information disclosed to it by the other party ("Disclosing Party"). Each party must use the same degree of care in protecting and preserving Confidential Information as it uses to protect its own similar confidential and proprietary information, but shall never use less than what would be a reasonable standard of care. If Client is a federal or state governmental entity, then Client agrees on behalf of the other agencies of the federal or state government who may benefit from the Cloud Services that such agencies shall be subject to the same obligations of confidentiality as set forth in these Terms of Sale. Each party agrees to use any Confidential Information only for the purpose of conducting business with each other in the manner contemplated by the Order and restrict disclosure to only those personnel who have a need to know. Each party will bind such personnel to obligations of confidentiality to the same extent it is bound by these Terms of Sale. The obligations under this paragraph do not apply to information that: (i) is or becomes generally known or in the public domain through no act or omission of the other party; (ii) was lawfully in a party's possession without restriction as to use or disclosure before its receipt from the other party; (iii) is received from, or was made available to, a third party without any obligation of confidentiality; (iv) was independently developed by the party; (v) is otherwise permitted to be disclosed under the Order; or (vi) is disclosed with the prior written consent of the disclosing party. Client agrees Insight may disclose Client's Confidential Information to Service Provider as reasonably necessary for, or requested by, Service Provider to provide the Cloud Services or any technical support related to the Cloud Services. If a Receiving Party is required to provide Confidential Information to any court, government agency or party pursuant to a written court order, subpoena, regulation or process of law, the recipient must first promptly notify the disclosing party so that the Disclosing Party may have a reasonable opportunity to seek a protective order or other appropriate remedy from the proper authority. Each party agrees that in the event of a breach or threatened breach of any provisions within this paragraph, the Disclosing Party is entitled to seek specific performance and injunctive or other equitable relief as a remedy for such breach or anticipated breach. Any such relief is in addition to, and not in lieu of any other remedies available, including, without limitation, monetary damages.

5.4 Indemnification. Client shall defend and indemnify Insight for, from, and against any losses, damages, penalties, costs, and expenses, including, without limitation, reasonable attorney fees incurred by Insight in connection with any claims or actions by Service Provider or other third parties arising out of or resulting from (i) Client Data passing through the Cloud Services and/or Service Provider's network to or from the Client, (ii) unauthorized or misuse of Cloud Services by Client, its employees or agents (excluding any claims that the Cloud Services, as provided by Service Provider, infringe third-party intellectual property rights), (iii) Client's failure to comply with applicable law, (iv) Client's failure to pay Insight for the full Term, regardless of Service Provider performance issues, and/or (v) Client's failure to comply with these Terms of Sale.

5.5 Limitation of Liability.

a. Direct Damages Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE SUBSECTION PARAGRAPH BELOW TITLED "INDIRECT/SPECIAL DAMAGES," INSIGHT'S MAXIMUM LIABILITY TO CLIENT FOR DAMAGES ARISING IN ANY WAY OUT OF THE ORDER IS LIMITED TO PROVEN DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID BY CLIENT TO INSIGHT FOR THE CLOUD SERVICES PROVIDED TO CLIENT DURING THE SUBSCRIPTION PERIOD IN WHICH THE EVENT CAUSING SUCH LIABILITY OCCURRED. UNDER NO CIRCUMSTANCES WILL INSIGHT'S AGGREGATE MAXIMUM LIABILITY TO CLIENT FOR DAMAGES IN RELATION TO OR ARISING FROM THE ORDER OR THE SUPPLY OF CLOUD SERVICES EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO INSIGHT FOR THE CLOUD SERVICES UNDER THE ORDER DURING THE PRECEDING

TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

- b. Indirect/Special Damages. EXCEPT FOR FRAUD AND CLIENT'S OBLIGATIONS UNDER THE SUBSECTION TITLED "INDEMNIFICATION," NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE, ARISING IN ANY WAY OUT OF THE ORDER, ANY OF THE DOCUMENTS REFERENCED IN THE ORDER (OR ANY ADDENDA OR AMENDMENT THERETO), OR THE USE OF OR INABILITY TO USE ANY CLOUD SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. Limitations - Applicability. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THESE TERMS OF SALE ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE ORDER WITHOUT SUCH LIMITATIONS. FURTHER, EACH PARTY AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE ORDER MUST BE FILED WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

5.6 Processing of Personal Data. Client authorizes Insight to transfer and process any personal data outside of the United States in order to perform the Order, and for Insight's other legitimate interests, provided that such transfer is made under a legal framework compliant with applicable data privacy laws.

5.7 Force Majeure. Except for the obligation to make timely payments, neither party will be liable for any failure or delay in the performance of the obligations under these Terms of Sale due to circumstances beyond its reasonable control, including but not limited to acts of nature, acts of government in either its sovereign or contractual capacity, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages or loss of electrical power; loss of telecommunications or similar infrastructure. If Service Provider has been hindered or prevented by any cause beyond its reasonable control including, without limitation, the events described in this paragraph, then Insight shall not be liable for Service Provider's delay or failure in providing the Cloud Services to Client.

5.8 Notices.

- a. Required. Except as otherwise provided herein, any notice required to be given under these Terms of Sale must be in writing, in English, and addressed to the Parties at the addresses listed later in this subsection paragraph. Such notice is considered received: (i) when personally delivered; (ii) one business day after having been sent by overnight mail via a professional carrier; (iii) when sent by fax or electronic mail, receipt confirmed by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within 5 business days of deposit in the mail.
- Notices to Insight shall be addressed to: Insight, 2701 E. Insight Way, Chandler, AZ 85286, Attention: Director of Cloud. Legal notices to Insight must be sent with a separate copy to the same address, Attention Legal Department.
 - Notices to Client shall be addressed to the mailing address on file with Insight or as shown on public records.
- b. Routine. Routine communications, including subscription non-renewal notifications and other notices by either party to the other in the normal course of ordering or provisioning Cloud Services, are properly given when: (i) provided in accordance with paragraph (a) of this subsection; or (ii) sent by e-mail, receipt confirmed and addressed to the receiving party at the addresses described in this subsection paragraph, as evidenced by the computer records or any archival copy thereof kept in the ordinary course of business by the sender. Routine communications provided by e-mail shall be submitted as follows:

If to Insight, then to CloudEnablement@insight.com;

If to Client, then to Client's e-mail address on file with Insight.

Routine communications will be deemed received if sender sends it before 5:00 p.m. Mountain Standard Time on the receiving party's business day, it is effective on the date sent by sender; otherwise it will be effective on the receiving party's next business day.

5.9 Miscellaneous. If any part of these Terms of Sale is, for any reason, found to be invalid, illegal, or unenforceable, all other parts of the Order will remain in effect. Insight may, at its sole option, revise the Terms of Sale from time to time and post the revised terms on its website. Neither party may assign its duties or rights under the Order, whether by operation of law or otherwise, except with the other party's prior written consent; provided that Insight will have the right to assign the Order to an affiliate or corporate successor. A delay or failure to exercise or partially exercise any right under these Terms of Sale does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition.

5.10 Governing Law and Venue. The Order shall be governed by the substantive laws of the state in which the Client is located without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Order. Notwithstanding the foregoing, in the event of a conflict between these Terms of Sale and the Service Provider Terms or Other Related Terms, the governing law provision within the Service Provider Terms or Other Related Terms shall govern the use of Cloud Services by Client.

5.11 No Third Party Beneficiary. No provisions of these Terms of Sale are intended or shall be construed to confer upon or give to any person or entity other than Insight and Client any rights, remedies or other benefits with respect to the Terms of Sale under the Order.

5.12 Entire Agreement. These Terms of Sale including any Special Terms Addendum and attachments thereto, are the entire agreement between the parties with respect to Client's purchase of Cloud Services from Insight under this Order and supersedes and replaces any previous communications, representations or agreements, oral or written. Any different or additional terms and conditions provided by Client to Insight are considered material alterations to this Order, expressly rejected and will not be binding upon Insight.

Account name: 10527632

WEST VIRGINIA PUBLIC BROADCASTING
 600 CAPITOL ST
 CHARLESTON WV 25301-1223

SHIP-TO

WEST VIRGINIA PUBLIC BROADCASTING
 600 CAPITOL ST
 CHARLESTON WV 25301-1223

Quotation	
Quotation Number	: 0229101660
Document Date	: 13-JAN-2026
PO Number	:
PO Release	:
Sales Rep	: Brandi Smith
Email	: BRANDI.SMITH@INSIGHT.COM
Phone	: +19374159442

We deliver according to the following terms:

Payment Terms	: Net 30 days
Ship Via	: Insight Assigned Carrier/Ground
Terms of Delivery	: FOB ORIGIN
Currency	: USD

Material	Material Description	Quantity	Unit Price	Extended Price
XS330012ZZNGAA	Sophos Xstream Protection - subscription license (1 year) - 1 license Coverage Dates: 08-JAN-2026 - 07-JAN-2027 OPEN MARKET	2	1,379.52	2,759.04
XG3CTCHUS	Sophos XGS 3300 - security appliance OPEN MARKET	2	4,515.76	9,031.52
AP420S12ZZNCAA	Sophos Access Points Support - extended service agreement - 1 year OPEN MARKET	12	12.26	147.12
AP420U00ZZPCNP	Sophos AP6 Series 420 - wireless access point - 802.11a/b/g/n/ac/ax - cloud-managed OPEN MARKET	12	207.86	2,494.32
XSBZTCHC8	Sophos FleXi Port - expansion module - 1000Base-T x 8 OPEN MARKET	2	870.51	1,741.02

Product Subtotal	16,025.90
Services Subtotal	147.12
TAX	0.00
Total	16,173.02

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

PURCHASE ORDER REQUIREMENTS:

Quote Number:229101660

Purchase Order Number: EBA77657 / APO 0439 EBA2600000096

Authorized by/Title: C. Dale Malcomb (please print)

Authorized Signature:  Date: 1/29/2026

Additional signature, where required

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Brandi Smith
+19374159442
BRANDI.SMITH@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

HARDWARE PURCHASES: Tariffs imposed by the United States government on technology-related products may lead to cost increases for manufacturers and suppliers, who then pass these increases on to partners like Insight. Additionally, supply constraints, production delays, component shortages, and logistical pressures have contributed to cost increases and product shipment delays from manufacturers and suppliers. Insight is actively engaged with its contracting officials, suppliers, and partners to address these challenges. While we strive to honor initial price proposals and quotes, the fluid nature of the impact on manufacturer and supplier costs and product availability due to tariffs and supply disruptions could require a requote, subject to the contract terms if the purchase is being made under an Insight Public Sector, Inc. contract vehicle, before finalizing any subsequent or impacted proposals, quotes, and orders. Insight will not finalize any transaction involving a requote without the client's written consent.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.
<https://www.insight.com/terms-and-policies>



West Virginia

Educational Broadcasting Authority

PURCHASE ORDER for WVEBA
(STATE OF WEST VIRGINIA)

Vendor:
INSIGHT PUBLIC SECTOR
6820 S Harl Ave
Tempe, AZ 85283-4318
Brandi Smith
Phone: 866-310-0315 ext 594
Fax:
Brandi.Smith@Insight.Com
OASIS# 000000180127

PO No: 29196
Date: 01/21/2026

SPECIAL INSTRUCTIONS FOR BILLING DEPARTMENT

- 1 - The State of West Virginia requires you to provide WV Public Broadcasting with an ORIGINAL invoice.
- 2 - WV Public Broadcasting is tax exempt.
- 3 - Invoice must include:
 - Complete WV Public Broadcasting mailing address
 - Date
 - Our Purchase Order Number
- 4 - All charges must be itemized and extended.
- 5 - State of West Virginia Purchase Order/Contract General Terms and Conditions are a lawfully binding component of this Purchase Order and are found by accessing the Vendor Resource Center at www.state.wv.us/admin/purchase.

Deliver To:
West Virginia Public Broadcasting
600 Capitol St
Charleston WV 25301

MAIL INVOICE IN TRIPLICATE TO:
WV Public Broadcasting
600 Capitol St
Charleston, WV 25301

ALL ITEMS F.O.B. WVPB
WV Public Broadcasting
600 Capitol St
Charleston, WV 25301

If you have questions completing this order,
please call (304) 254-7840

Delivery Date: 01/28/2026
Terms: Net 30
Ship Via: Ground

Item No	Description	Qty.	Unit Price	Ext Price
XS33001277NGAA	Sophos Xstream Protection - 1 year	2	1,379.52	2,759.04
XG3CTCHUUS	Sophos XGS 3300 - hardware upgrade	2	4,515.76	9,031.52
AP420S1277NCAA	Sophos Access Point support	12	12.26	147.12
AP420U00ZZPCNP	Sophos AP6 series 420 WiFi access point	12	207.86	2,494.32
XSBZTCHC8	Sophos Flexi Port expansion module 1000 giv 8-port	2	870.51	1,741.02

Subtotal \$ 16,173.02

Tax Rate: 0% \$ 0.00

Shipping \$ 0.00

Total \$ 16,173.02

Submitted By:
Dale Malcomb

Submitted For:

Approved by:



1/30/2026

WV Educational Broadcasting Authority / Date



1/29/26

Vendor Signature / Date

C. Dale Malcomb, Purchasing Coordinator

Printed Name, Title

Lisanne Steinheiser / Global Compliance Officer

Printed Name, Title

For Internal Use

Division:
Radio and Television

Department:
Statewide: IT

Project:
Networking

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

State Agency, Board, or Commission (the "State"): **WV Educational Broadcasting**

Vendor: **Insight Public Sector Inc**

Contract/Lease Number ("Contract"): **EBAr77657 / APO 0439 EBA2600000096**

Commodity/Service: **43222501, Firewall network security equipment**

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 ~~strike through~~ 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: WV Educational Broadcasting

By: 

Printed Name: C. Dale Malcomb

Title: Purchasing Coordinator

Date: 1/30/2026

Vendor: Insight Public Sector Inc

By: 

Printed Name: Lianne Steinheiser

Title: Global Compliance Officer

Date: 1/29/2026






EBAr77657_All_Contract_Docs

Final Audit Report

2026-01-29

Created:	2026-01-29
By:	AMANDA LUEDY (AMANDA.LUEDY@INSIGHT.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAsmi6NyWk3IVuCst4o8pJ9feg2_RR3CDD

"EBAr77657_All_Contract_Docs" History

-  Document created by AMANDA LUEDY (AMANDA.LUEDY@INSIGHT.COM)
2026-01-29 - 10:55:26 PM GMT- IP address: 20.94.166.150
-  Document emailed to Lisanne Steinheiser (lisanne.steinheiser@insight.com) for signature
2026-01-29 - 10:57:37 PM GMT
-  Email viewed by Lisanne Steinheiser (lisanne.steinheiser@insight.com)
2026-01-29 - 11:00:29 PM GMT- IP address: 198.187.200.254
-  Document e-signed by Lisanne Steinheiser (lisanne.steinheiser@insight.com)
Signature Date: 2026-01-29 - 11:00:58 PM GMT - Time Source: server- IP address: 198.187.200.254
-  Agreement completed.
2026-01-29 - 11:00:58 PM GMT



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY

Eric L. Householder
Cabinet Secretary

State Capitol
Charleston, West Virginia 25305

Heather D. Abbott
Chief Information Officer

**TO: Dale Malcomb, Purchasing & Fleet Coordinator / Info. Tech. Manager
West Virginia Public Broadcasting**

**FROM: Heather D. Abbott, Chief Information Officer
Office of Technology** *Heather D. Abbott*

**SUBJECT: INFORMATION TECHNOLOGY PROCUREMENT
WVOT Number 2026-0410 Expedite**

DATE: January 30, 2026

West Virginia Code §5A-6-4(a) permits the Chief Information Officer to review and approve technology purchases for suitability to ensure such purchases comport with the State of West Virginia's overall strategic information technology goals.

West Virginia Code §5A-6-4c requires the Chief Information Officer to review and approve "technology projects."

West Virginia Code §5A-6-5 requires that "any state spending unit that pursues an information technology purchase that does not meet the definition of a 'technology project' and that is required to submit a request for proposal to the State Purchasing Division prior to purchasing goods or services shall obtain the approval of the Chief Information Officer, in writing, of any proposed purchase of goods or services related to its information technology and telecommunication systems.

A review has been conducted of your request for approval to purchase Network Firewall Upgrades from Sophos, the Office of Technology has determined:

X Your request is approved.

That your request is not subject to the review and approval provisions contained in Chapter 5A, Article 6 of the Code, therefore, it does not need approval by the Office of Technology.

This memorandum constitutes this office's official review and a copy should be attached to your purchase order and any other correspondence related to this request. If you have questions, or need additional information, please contact Consulting Services at Consulting.Services@wv.gov.



Re: WV Public Broadcasting | Sophos Firewall Questions

From Dale Malcomb <dmalcomb@wvpublic.org>
Date Thu 1/29/2026 2:31 PM
To Jackson Cantrell <Jackson.Cantrell@sophos.com>
Cc ITTechs <ittechs@wvpublic.org>

Hi Jackson,

We still haven't received any other quotes. We can't keep waiting, so I will get some online quotes and move forward with those.

Thank you.

Dale Malcomb
Purchasing Coordinator
Information Technology Manager
Phone: (304) 254-7858
Cell: (304) 222-9252
dmalcomb@wvpublic.org

From: Jackson Cantrell <Jackson.Cantrell@sophos.com>
Sent: Wednesday, January 28, 2026 2:27 PM
To: Dale Malcomb <dmalcomb@wvpublic.org>
Cc: ITTechs <ittechs@wvpublic.org>
Subject: Re: WV Public Broadcasting | Sophos Firewall Questions

Hi Dale,

Just checking in to see if you've received the quotes from the other resellers.

I reached out to all of them yesterday after we spoke on the phone to confirm.

Please let me know when you have a moment.

Thanks,

Jackson Cantrell | Commercial Account Manager - VA, WV, KY, NJ, CT

O (469) 923-8471 | Jackson.cantrell@sophos.com



From: Dale Malcomb <dmalcomb@wvpublic.org>
Date: Tuesday, January 27, 2026 at 1:56 PM
To: Jackson Cantrell <Jackson.Cantrell@sophos.com>
Cc: ITTechs <ittechs@wvpublic.org>
Subject: Re: WV Public Broadcasting | Sophos Firewall Questions

Hi Jackson,

I'm glad you checked in. I have not received quotes from anyone but Insight, and I need them. Is there anything you can do to get them to me?

Thank you.

Dale Malcomb
Purchasing Coordinator
Information Technology Manager
Phone: (304) 254-7858
Cell: (304) 222-9252
dmalcomb@wvpublic.org

From: Jackson Cantrell <Jackson.Cantrell@sophos.com>
Sent: Tuesday, January 27, 2026 2:31 PM
To: Dale Malcomb <dmalcomb@wvpublic.org>
Cc: ITTechs <ittechs@wvpublic.org>
Subject: Re: WV Public Broadcasting | Sophos Firewall Questions

Hi Dale,

I hope you had a great weekend and you're staying warm!

I'm just following up to see if there have been any updates on the approval process for the firewalls, and whether you've received the quotes from the other resellers as requested.

Do you have an expected timeline for when you plan to move forward?

Please let me know, and if there's anything I can do to support, don't hesitate to reach out.

Thanks,

Jackson Cantrell | Commercial Account Manager - VA, WV, KY, NJ, CT
O (469) 923-8471 | Jackson.cantrell@sophos.com



From: Dale Malcomb <dmalcomb@wvpublic.org>
Date: Wednesday, January 21, 2026 at 4:00 PM
To: Jackson Cantrell <Jackson.Cantrell@sophos.com>
Cc: ITTechs <ittechs@wvpublic.org>
Subject: Re: WV Public Broadcasting | Sophos Firewall Questions

Sounds great! I really appreciate your help.

Dale Malcomb
Purchasing Coordinator
Information Technology Manager
Phone: (304) 254-7858
Cell: (304) 222-9252
dmalcomb@wvpublic.org

From: Jackson Cantrell <Jackson.Cantrell@sophos.com>
Sent: Wednesday, January 21, 2026 4:38 PM
To: Dale Malcomb <dmalcomb@wvpublic.org>
Cc: ITTechs <ittechs@wvpublic.org>
Subject: Re: WV Public Broadcasting | Sophos Firewall Questions

Hi Dale,

Thanks for letting me know. I'm sending the quotes over to the other resellers right now.

I'll also be reaching out to the reseller contacts you provided to let them know the quotes are on the way, so you should expect them to contact you once they're ready.

Please let me know if you have any remaining questions—I'm happy to help!

Thanks,

Jackson Cantrell | Commercial Account Manager - VA, WV, KY, NJ, CT
O (469) 923-8471 | Jackson.cantrell@sophos.com



From: Dale Malcomb <dmalcomb@wvpublic.org>
Date: Wednesday, January 21, 2026 at 3:32 PM
To: Jackson Cantrell <Jackson.Cantrell@sophos.com>
Cc: ITTechs <ittechs@wvpublic.org>
Subject: Re: WV Public Broadcasting | Sophos Firewall Questions

One other question. You said you were contacting the other vendors. Does this mean I should expect quotes from them without me contacting them as well?

Thanks.

Dale Malcomb
Purchasing Coordinator
Information Technology Manager
Phone: (304) 254-7858
Cell: (304) 222-9252
dmalcomb@wvpublic.org

From: Dale Malcomb <dmalcomb@wvpublic.org>
Sent: Wednesday, January 21, 2026 4:31 PM
To: Jackson Cantrell <Jackson.Cantrell@sophos.com>
Cc: ITTechs <ittechs@wvpublic.org>
Subject: Re: WV Public Broadcasting | Sophos Firewall Questions

Thank you, Jackson.

We plan on ordering as soon as we have the other quotes and approval from the WV Office of Technology. Both are required by State law.

Dale Malcomb
Purchasing Coordinator
Information Technology Manager
Phone: (304) 254-7858
Cell: (304) 222-9252
dmalcomb@wvpublic.org

From: Jackson Cantrell <Jackson.Cantrell@sophos.com>
Sent: Wednesday, January 21, 2026 4:28 PM
To: Dale Malcomb <dmalcomb@wvpublic.org>
Subject: Re: WV Public Broadcasting | Sophos Firewall Questions

Hi Dale,

The Base Firewall license will allow you to continue performing NAT translations, so you should be fine on that front.

That said, I strongly recommend moving forward with the upgrade sooner rather than later. The implementation time for migrating from an XG firewall to an XGS firewall can take a few days to complete.

If your current support license expires, you'll lose access to major firewall features such as Network Protection, Web Protection, Zero-Day Protection, Central Orchestration, and more.

Considering the time required for shipping and implementation, I suggest proceeding with this purchase before the end of the month to avoid any gaps in protection.

I'll get the quotes over to the three other vendors ASAP.

Please let me know if you have any additional questions or if there's anything else I can do to assist.

Thanks,

Jackson Cantrell | Commercial Account Manager - VA, WV, KY, NJ, CT
O (469) 923-8471 | Jackson.cantrell@sophos.com



From: Dale Malcomb <dmalcomb@wvpublic.org>
Date: Wednesday, January 21, 2026 at 3:01 PM
To: Jackson Cantrell <Jackson.Cantrell@sophos.com>
Subject: Re: WV Public Broadcasting | Sophos Firewall Questions

Hi Jackson,

So the firewalls will no longer perform NAT translations? That's a major issue for us.

Here are the email addresses:

ben.lambert@cdwg.com
darya.khamseh@softchoice.com
Phyllis.maliska@connection.com

Thank you.

Dale Malcomb
Purchasing Coordinator
Information Technology Manager
Phone: (304) 254-7858
Cell: (304) 222-9252
dmalcomb@wvpublic.org

From: Jackson Cantrell <Jackson.Cantrell@sophos.com>
Sent: Wednesday, January 21, 2026 3:47 PM

To: Dale Malcomb <dmalcomb@wvpublic.org>
Subject: WV Public Broadcasting | Sophos Firewall Questions

Hi Dale,

It was great speaking with you earlier.

To answer your question about what happens when your firewall license fully expires: you'll retain the Base Firewall License. Below is the full feature set included with the base license:

Networking and SD-WAN: Wireless, SD-WAN, traffic shaping
Protection and Performance: Xstream architecture with Network Flow FastPath, TLS 1.3 inspection, deep packet inspection
SD-WAN and VPN: Xstream SD-WAN, IPsec/SSL site-to-site and remote access VPN (unlimited), SD-RED site-to-site
Reporting: Historical on-box logging and reporting

If you could send over the contact information for the other vendors, I'll get started on those quotes. I do want to mention that SHI currently has Deal Registration Protection, which means they have the locked-in best price Sophos can offer a reseller. It's very likely the quote you have from SHI is the most competitive pricing available.

I'm happy to discuss this further if needed. Otherwise, I'll be on the lookout for your response.

Please let me know if you have any additional questions.

Thanks,

Jackson Cantrell | Commercial Account Manager - VA, WV, KY, NJ, CT
O (469) 923-8471 | Jackson.cantrell@sophos.com



West Virginia Public Broadcasting

"Telling West Virginia's Story"

www.wvpublic.org

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Heather D Abbott
Chief Information Officer
WV Office of Technology
Capitol Complex Bldg. #5 – 10th Floor
Charleston, WV 25305
Phone: (304) 558-5472
Fax: (304) 558-0136

January 21st, 2026

Dale Malcomb
Purchasing Coordinator
Phone: (304) 254-7858
Cell: (304) 222-9252
Email: DMalcomb@WVPublic.Org

Re: Request for expedited approval to purchase upgrades for our network firewalls.

Ms. Abbott:

We are in the process of purchasing upgrades for our network firewalls. We were initially told we could continue licensing our existing equipment but are now told we cannot. Our current licensing will expire on February 8th, 2026, at which time we will have only basic firewall functionality. This will significantly affect our network protection and leave us more vulnerable than is acceptable. We need to bring these firewalls to full functionality as soon as possible.

We are seeking expedited approval to upgrade our firewalls. The cost of this hardware and subscriptions will be approximately \$16,000.00. I have attached a placeholder PO representing the lowest quote for your review. These will be installed on our local networks which do not communicate on the State's network.

Thank you for your consideration. If you have questions, please don't hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'C. Dale Malcomb'.

C. Dale Malcomb

Payment of the \$150.00 fee for expedited approval is hereby approved by Kathleen Brady, Interim Executive Director.

A handwritten signature in blue ink that reads 'Kathleen Brady'.

Signature

1/21/26

Date



Vendor:
Purchasing Placeholder

Phone:
Fax:

PO No: R77657
Date: 01/21/2026

SPECIAL INSTRUCTIONS FOR BILLING DEPARTMENT

- 1 - The State of West Virginia requires you to provide WV Public Broadcasting with an ORIGINAL invoice.
- 2 - WV Public Broadcasting is tax exempt.
- 3 - Invoice must include:
Complete WV Public Broadcasting mailing address
Date
Our Purchase Order Number
- 4 - All charges must be itemized and extended.
- 5 - State of West Virginia Purchase Order/Contract General Terms and Conditions are a lawfully binding component of this Purchase Order and are found by accessing the Vendor Resource Center at www.state.wv.us/admin/purchase.

Deliver To:
West Virginia Public Broadcasting
600 Capitol St
Charleston WV 25301

MAIL INVOICE IN TRIPLICATE TO:
WV Public Broadcasting
600 Capitol St
Charleston, WV 25301

ALL ITEMS F.O.B. WVPB
WV Public Broadcasting
600 Capitol St
Charleston, WV 25301

If you have questions completing this order,
please call (304) 254-7840

Delivery Date: 01/28/2026
Terms: Net 30
Ship Via: Ground

Item No	Description	Qty.	Unit Price	Ext Price
XS33001277NGAA	Sophos Xstream Protection - 1 year	2	1,379.52	2,759.04
XG3CTCHUUS	Sophos XGS 3300 - hardware upgrade	2	4,515.76	9,031.52
AP420S1277NCAA	Sophos Access Point support	12	12.26	147.12
AP420U00ZZPCNP	Sophos AP6 series 420 WiFi access point	12	207.86	2,494.32
XSBZTCHC8	Sophos Flexi Port expansion module 1000 giv 8-port	2	870.51	1,741.02

Subtotal \$ 16,173.02

Tax Rate: 0% \$ 0.00

Shipping \$ 0.00

Total \$ 16,173.02

Submitted By:
Dale Malcomb

Submitted For:

Approved by:

WV Educational Broadcasting Authority / Date

Vendor Signature / Date

Printed Name, Title

Printed Name, Title

For Internal Use

Division:
Radio and Television

Department:
Statewide: IT

Project:
Networking



Re: Need expedited approval to upgrade firewalls.

From Services, Consulting <consulting.services@wv.gov>

Date Thu 1/29/2026 10:28 AM

To Dale Malcomb <dmalcomb@wvpublic.org>

Hello,

I requested a status update with the director and will share the information with you as soon as possible.

Thanks,
Consulting Services

On Wed, Jan 28, 2026 at 10:55 AM Dale Malcomb

<dmalcomb@wvpublic.org> wrote:

Hello,

Could you give me an update on the status of this request please? We really need to get moving on this.

Thank you.

Dale Malcomb
Purchasing Coordinator
Information Technology Manager
Phone: (304) 254-7858
Cell: (304) 222-9252
dmalcomb@wvpublic.org

From: Services, Consulting <consulting.services@wv.gov>

Sent: Thursday, January 22, 2026 8:48 AM

To: Dale Malcomb <dmalcomb@wvpublic.org>

Cc: Trinity Green <tgreen@wvpublic.org>

Subject: Re: Need expedited approval to upgrade firewalls.

Hello,

OT request number [2026-0410 Expedite] has been submitted for your request. This request has been assigned for EXPEDITED processing. The Office of Technology is reviewing it and a memo will be sent after the review is complete.

To request a status for this request please do so after 3 days.

On Wed, Jan 21, 2026 at 4:29 PM Dale Malcomb
<dmalcomb@wvpublic.org> wrote:

To Whom It May Concern:

Our agency requests expedited CIO approval to make an emergency purchase. Please see the attached memo and the details below. Our Executive Director's signature authorizing the \$150.00 expedite fee is included on the memo.

Description of Item or Service: **Upgrades to our existing firewalls.**

Justification for Purchase: **We were initially told we could continue licensing our existing equipment but are now told we cannot. Our current licensing will expire on February 8th, 2026, at which time we will have only basic firewall functionality. This will significantly affect our network protection and leave us more vulnerable than is acceptable. We need to bring these firewalls to full functionality as soon as possible.**

Estimated Cost: **\$16,000.00.**

What type of procurement is this (RFQ, etc.)? **APO, details attached.**

Will it be replacing something already in place or will it be a new addition? **This will be replacing something already in place.**

Solicitation documents attached? Yes. A placeholder PO is included with the attached memo showing the items and pricing from our lowest bidder.

Where will equipment be located? Our Beckley facility at 124 Industrial Park Road, Beaver, WV 25813, and our Charleston facility at 600 Capitol St, Charleston, WV 25301, but nothing on the State's network.

Thank you for your time and consideration.

Dale Malcomb
Purchasing Coordinator
Information Technology Manager
Phone: (304) 254-7858
Cell: (304) 222-9252
dmalcomb@wvpublic.org

West Virginia Public Broadcasting

"Telling West Virginia's Story"

www.wvpublic.org

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 CHANDLER AZ 85286-1930
 Tel: 800-467-4448

Account name: 10527632

WEST VIRGINIA PUBLIC BROADCASTING
 600 CAPITOL ST
 CHARLESTON WV 25301-1223

SHIP-TO

WEST VIRGINIA PUBLIC BROADCASTING
 600 CAPITOL ST
 CHARLESTON WV 25301-1223

Quotation	
Quotation Number :	0229101660
Document Date :	13-JAN-2026
PO Number :	
PO Release :	
Sales Rep :	Brandi Smith
Email :	BRANDI.SMITH@INSIGHT.COM
Phone :	+19374159442

We deliver according to the following terms:

Payment Terms : Net 30 days
 Ship Via : Insight Assigned Carrier/Ground
 Terms of Delivery : FOB ORIGIN
 Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
XS330012ZZNGAA	Sophos Xstream Protection - subscription license (1 year) - 1 license Coverage Dates: 08-JAN-2026 - 07-JAN-2027 OPEN MARKET	2	1,379.52	2,759.04
XG3CTCHUS	Sophos XGS 3300 - security appliance OPEN MARKET	2	4,515.76	9,031.52
AP420S12ZZNCAA	Sophos Access Points Support - extended service agreement - 1 year OPEN MARKET	12	12.26	147.12
AP420U00ZZPCNP	Sophos AP6 Series 420 - wireless access point - 802.11a/b/g/n/ac/ax - cloud-managed OPEN MARKET	12	207.86	2,494.32
XSBZTCHC8	Sophos FleXi Port - expansion module - 1000Base-T x 8 OPEN MARKET	2	870.51	1,741.02

Product Subtotal	16,025.90
Services Subtotal	147.12
TAX	0.00
Total	16,173.02

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

PURCHASE ORDER REQUIREMENTS:

Quote Number:229101660

Purchase Order Number: EBA77657 / APO 0439 EBA2600000096

Authorized by/Title: C. Dale Malcomb (please print)

Authorized Signature: *C Dale Malcomb* Date: 1/29/2026

Additional signature, where required

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Brandi Smith
+19374159442
BRANDI.SMITH@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

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<https://www.insight.com/terms-and-policies>



STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly act alone or combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of services, commodities or printing to the state under the provisions of this article if the purpose or effect of such action, combination, collusion or conspiracy is either to: (1) Lessen competition among prospective vendors; or (2) cause the state to pay a higher price for such services, commodities or printing than would be or would have been paid in the absence of such action, combination, collusion or conspiracy; or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section is guilty of a felony and, upon conviction thereof, shall be imprisoned in a state correctional facility not less than one nor more than five years, and be fined not exceeding \$10,000."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [EBAr77657 / APO EBA26*96]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
C. Dale Malcomb / Purchasing Coordinator	Educational Broadcasting	<i>C Dale Malcomb</i>	1/29/2025

Does not include AP6 support, but is still higher than lowest quote with everything.

Shopping Cart

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Price

Subtotal (18 items): **\$32,193.04**

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Quotes available for orders over \$10,000 or more than 999 units.



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Sophos Flexi Port Module 8 Port GbE Copper (for SG/XG 2xx/3xx/4xx only)

\$962.79

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Shipped from: [ACG of Americas](#)
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Seagate Enterprise Capacity ST10000NM0096 10TB

\$285.62

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Sophos AP6 420 Wi-Fi 6 Access Point (US) Plain, No Power Adapter/PoE Injector

\$219.76

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Model: AP6 420

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Sophos XGS 3300 Xstream Protection Bundle - 12 Months (XF3C1CSES)

\$7,210.67

In Stock
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Size: 12 Month Xstream Protection Bundle

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Sophos XGS 3300 Next-Gen Firewall - US Power Cord (XG3CTCHUS)

\$6,604.50

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Items with business-only pricing to consider



Highwings 4K...
1,810

-6% \$8⁹⁹ (\$1.36/feet)
Typical: \$9.59
Get it as soon as
Wednesday, Feb 4
FREE Shipping by Amazon

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CyberPower
CP1500PFCLCD PFC...
15,027

-17% \$227⁹⁵
List: \$274.95

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Cable Matters 10Gbp...
21,295

-16% \$9⁹⁵ (\$0.40/feet)
List: \$11.79

Overnight by
11:00 AM

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NETGEAR 16-Port Po...
1,978

-28% \$173⁰⁸
List: \$239.99

Get it as soon as
Wednesday, Feb 4
FREE Shipping by Amazon

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BV-Tech Gigabit Powe...
1,497

\$19⁹⁹

\$208.99

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Get it as soon as
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Subtotal (18 items): **\$32,193.04**

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NETGEAR 8 Port PoE...
1,978

-20% \$79.99
List: \$99.99

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NETGEAR 5-Port PoE...
335

-21% \$54.99
List: \$69.99

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TP-Link PoE+ Injector...
567

-20% \$19.99
List: \$24.99
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TRENDnet 24-Port Blan...
1,402

\$21.99
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Ubiquiti Networks UniFi...
463

#1 Best Seller
-5% \$179.99
Typical: \$189.99
Add to cart

Deals trending on Amazon Business



Summer Teacher School Sunshine Committee T-Shirt, Small
-15% \$14.44
Limited time deal
List: \$16.99



HomeHacks Heavy Duty Moving Bags with Tag Pockets, Collapsible Storage Totes for Movi...
1,174
-41% \$21.06 (\$2.11/count)
Limited time deal
Typical: \$35.99
Get it as soon as **Wednesday, Feb 4**
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Growth Mindset Teacher Choose to Shine Motivation T-Shirt
9
-15% \$14.44
Limited time deal
List: \$16.99
1 sustainability feature



MAGO FAMILY MAGIC Fit 0.95 to 1.57 inch Outer Diameter Flange Water Pipe Cover Decoration...
28
-30% \$4.64 (\$2.32/count)
Limited time deal
Typical: \$6.64
Get it as soon as **Wednesday, Feb 4**
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6Pcs Valentine Day Table Decor, Valentine Wood Sign Wooden Heart Table Decorations Sign for...
13
-40% \$5.99 (\$1.00/count)
Limited time deal
Typical: \$9.99
Get it as soon as **Wednesday, Feb 4**
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Recommended based on your shopping trends

Sponsored



Battery Renew Solution For Golf Cart Batteries - 64 oz - Refurbish, Repair & Restore Any 6 Volt, 8 Volt or 12 Volt Lead Acid
631
\$23.74



Battery Restore For Lead Acid Batteries - Made In USA - 64oz Formulated Desulfator Extends Battery Life & Expands
414
\$23.74



Battery Restore For Lead Acid Batteries - Made In USA - 1 gal Formulated Desulfator Extends Battery Life & Expands
31
\$37.99



HeroSet Office Chair, Ergonomic Big and Tall Computer Desk Chairs, Executive Breathable Leather Chair with
1,409
\$135.99



Cable Matters 100-Pack Cat 6A Shielded Pass Through RJ45 Connectors, 50µ Gold Plated, Max. Wire OD
423
\$24.74



Battery Restore For 1 gal & Re: Volt
\$37

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Returns
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14 Items
\$16,921.86

Menu

Shell Shocker

PC Builder

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Newegg Card

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La

NEWEGG BUSINESS

Feedback

Help Center

Shopping Cart (14 Items)

MOVE ALL TO WISH LIST

REMOVE ALL

PRINT



Sop
hos
X...

2

\$12,157⁹⁸

(\$6,078.99 ea.)

Model:
XGS
3300
Option:
Hardware
Only

Special products will ship out within 7-10 business day(s).

MOVE TO WISH LIST

SAVE FOR LATER

REMOVE

Summary

Item(s): \$16,921.86

Est. Shipping: FREE

Apply Promo Code

Est. Total: \$16,921.86

SECURE CHECKOUT

OR

Does not include 1-year xstream protection, AP6 support, or Flexi Port modules but is still higher than the lowest quote with everything.



Sop
hos
A...

12

\$4,763⁸⁸

(\$396.99 ea.)

Sold by E-Transit Limited and Ships from United States

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REMOVE

Protec
tion
Plan... [View Detail](#)

Add a Protection Plan, starting at \$19.99

Add



Opt-Out Signal Honored

PRODUCTS RELATED TO THIS ITEM

○○○○○

Newegg Select



Ubiquiti Dream Machine Special Edition, 10G Cloud...

\$496.00

Free Shipping

FIREWALL & NETWORK SECURITY D...



Sonicwall Gateway Anti-malware Intrusion...

\$606.38

HARDWARE LICENSES >



Netgear GS324P 24 Port Gigabit PoE+ Switch 16 >

\$239.99

See price in cart

Free Shipping

SWITCHES >

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**Award Recommendation and
Manual Vendor Compliance Search Verification Form
(Agency Delegated Purchases)**

DATE:

TO: Memo to File

SUBJECT: Recommendation for Award

Solicitation Number: EBA77657/APO EBA26*96 Procurement Folder Number: 1892628

Solicitation Description: Firewall upgrades

Bid Information:

Insight Public Sector: \$16,157.02
Newegg: \$16,921.86
Amazon: \$32,193.04

Award Recommendation: Check the appropriate box below.

Lowest Bid: By signing below, the procurement officer certifies that bids have been properly evaluated and recommends award to Insight Public Sector as the lowest responsible bidder meeting the required specifications.

Other Than Lowest Bid: By signing below, the procurement officer certifies that bids have been properly evaluated and recommends award to _____ as the lowest responsible bidder meeting the required specifications. Award to the lowest bid was not made due to disqualifications described in more detail below:

Manual Search Verifications: By signing below the procurement officer certifies that he or she has verified that:

- Vendor is in compliance** with the Secretary of State requirements for business registration (or is not required to register with that office or has obtained the necessary exemption), that the vendor is not identified as a debarred vendor within the Federal SAM system, and that the vendor is not listed on the West Virginia Purchasing Division's list of debarred vendors.
- Vendor is not in compliance** with the Secretary of State requirements for business registration and this will need to be remedied before contract award.

C. Dale Malcomb
Procurement Officer Signature

1/29/2026
Date

C. Dale Malcomb
Procurement Officer Printed Name