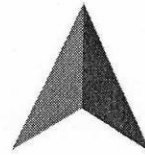


PARTICIPATING ADDENDUM



NASPO
ValuePoint

**DATA COMMUNICATIONS PRODUCTS
& SERVICES (2019-2026)**

Led by the State of Utah

Master Agreement #: AR3227

Participating Addendum # None Assigned

Contractor or Vendor: **CISCO SYSTEMS, INC.**

Participating Entity: **STATE OF RHODE ISLAND**

The following products or services are included in this contract portfolio:

- All products and services listed on the Contractor page of the NASPO ValuePoint website and Contactor's contract website.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Data Communication Products and Services Master Agreement AR3227 led by the State of Utah for use by state agencies and other entities located in the Participating State of Rhode Island authorized by that State's statutes to utilize State of Rhode Island contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Rhode Island. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor or Vendor

Name:	Gigi Feril, USPS Contracts Management Office (CMO)
Address:	170 W. Tasman Drive, San Jose, CA 95134
Telephone:	(408) 424-0712
Fax:	(408) 608-1729
Email:	nvp-help@cisco.com

**DATA COMMUNICATIONS PRODUCTS
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Participating Entity

Name:	Robert DeAngelis, Senior Buyer
Address:	1 Capitol Hill, Providence, RI 02908
Telephone:	401-574-8110
Fax:	(401) 574-8387
Email:	Robert.DeAngelis@purchasing.ri.gov

4. Participating Entity Modifications Or Additions To The Master Agreement
These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

This Master Agreement shall be subject to the Rhode Island "State Purchases Act", R. I. Gen. Laws § 37-2-1, et seq., the Rhode Island Procurement Regulations and the Rhode Island General Conditions of Purchase all incorporated herein by reference. Jurisdiction and venue for any lawsuits arising here from shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.

<https://rules.sos.ri.gov/regulations/part/220-30-00-13>

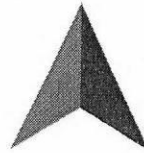
<https://www.ridop.ri.gov/rules-regulations/> (General Conditions- Addendum A)

Exhibit A - GC Addendum B-Information Technology Requirements, attached hereto and made a part hereof

Exhibit B – Insurance Requirements, attached hereto and made a part hereof

Notwithstanding the foregoing, the parties hereby agree to the following clarifications to the terms and conditions referenced above:

1. The parties have negotiated a separate Insurance Requirements document that is hereby attached as Exhibit B to this Participating Addendum. These Insurance Requirements shall take precedence in the event of a conflict with any of the above referenced terms.



**DATA COMMUNICATIONS PRODUCTS
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2. Section 13.21 Indemnification in the Rhode Island General Conditions of Purchase (220-RICR-30-00-13) is hereby clarified as follows:

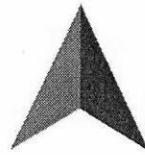
A. General

Vendor shall defend, indemnify, release and hold harmless the State and its agencies, together with their respective officers, agents and employees, from and against any and all third-party claims, demands, liabilities, causes of action, losses, damages, judgments and other costs and expenses (including attorneys' fees) arising out of or in connection with a claim, suit or proceeding brought by a third party based upon bodily injury (including death) or damage to tangible personal property arising from the breach of this Participating Addendum or negligent or intentional acts or omissions of the indemnifying party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them. In the event that the State's or a third party's negligent or intentional acts or omissions contributed to cause the injury or damage for which a claim of indemnity is being asserted against the Vendor hereunder, the damages and expenses (including, without limitation, reasonable attorney's fees) shall be allocated or reallocated, as the case may be, between the Vendor, the State and any other party bearing responsibility in such proportion as appropriately reflects the relative fault of such parties, or their subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them, and the liability of the Vendor shall be proportionately reduced.

B. Intellectual Property

Vendor shall defend any third-party claim against the State that the State's valid use of Vendor Technology under the State's Entitlement infringes a third party's patent, copyright or registered trademark (the "IP Claim"). Vendor will indemnify the State against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, provided that the State: (a) promptly notifies Vendor in writing of the IP Claim; (b) fully cooperates with Vendor in the defense of the IP Claim; and (c) grants Vendor the right to exclusively control the defense and settlement of the IP Claim, and any subsequent appeal subject to the approval of the Rhode Island Attorney General and provided such settlement fully releases the State. The State, at its own expense, may retain its own legal representation.

If an IP Claim is made and prevents the State's exercise of the Usage Rights, Vendor will either procure for the State the right to continue using the Vendor Technology or replace or modify the Vendor Technology with functionality that is at least equivalent. Only if the State and Vendor determine that these alternatives are not reasonably available, Vendor or State may terminate the State's Usage Rights granted under this Agreement upon written notice to the other party and Vendor will refund the State a prorated portion of the fee that the State paid for the Vendor Technology for the remainder of the unexpired Usage Term, plus direct out-of-pocket costs incurred in procuring and implementing another solution to replace the Vendor Technology. Vendor's aggregate liability under the preceding sentence will be

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limited to an amount not to exceed 120% of the net purchase price paid by the State for the infringing Vendor Technology

Vendor has no obligation with respect to any IP Claim based on: (a) compliance with any designs, specifications, or requirements the State provides or a third party provides on the State's behalf, except if the State or such third party provides the Vendor with such designs, specifications, requests or instructions, Vendor reviews the same and advises that they present potential issues of an IP Claim by a Vendor employee holding the position of Senior Vice President or higher, and the State nevertheless directs the Vendor to proceed; (b) the State's modification of any Vendor Technology or modification by a third party that is not acting on Vendor's behalf or the modification was requested in writing by a Vendor representative holding the position of Senior Vice President or higher and undertaken by the State or third party in accordance with that request; (c) combination, operation, or use of Vendor Technology with non-Vendor products, software or business processes, not approved in writing by a Vendor employee holding the position of Senior Vice President or higher, unless (1) the combination is of a type reasonably contemplated for such Vendor Technology and was required in Vendor's documentation accompanying the Cisco Technology; (2) the non-Vendor products, software or business processes and the Vendor Technology form a material part of the invention subject to the IP claim; and (3) the infringement could not be avoided by an alternative combination falling within the scope of Vendor's Response, recommendation or documentation; or (d) the State's failure to modify or replace Vendor Technology as required by Vendor if such modification or replacement would have avoided the claim and the modification or replacement was provided by Vendor in accordance with the preceding paragraph. For the exclusion covered under (c) in the preceding sentence Vendor shall only be responsible for its respective pro-rata share of the calculable damages based on the value of Vendor's contribution to the combination relative to the total value of the combination (including, without limitation, the value contributed by other vendors or the State). Additionally, where the IP Claim is based on the amount or duration of use made of the Vendor Technology, or the services offered or revenue earned through the use of the Vendor Technology, and notwithstanding Section 7 below, Vendor's maximum aggregate liability and responsibility to indemnify the State for an IP claim shall not exceed five million dollars

This Section states Vendor's entire obligation and the State's exclusive remedy regarding any IP Claims against the State.

3. **Master Price Agreements.** Contract Administrative Fee - In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement



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system through the purchase and installation of an eProcurement system. The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

The report, which corresponds to the Detailed Sales Data Report required by NASPO ValuePoint contract AR3227, will list all transactions from MPA contract and is required even if there were no sales.

At a minimum, the report will include purchasing entity name; billing and ship to locations; purchasing entity and contractor purchase order identifier/number(s); date of order; ship date; order type (sales order, credit, determined by industry practices); and line item description, including product number on all products/services sold under the MPA.

The report will be emailed to the State Contract Administrator and the administrative fee check should be sent to the care of MPA Coordinator; State of Rhode Island Division of Purchases, One Capitol Hill, 2nd Floor, Providence, RI 02908.

The report is due quarterly and must be received by the Division of Purchases no later than sixty (60) days after the end of each quarter.

January 1 through March 31; due no later than May 30
 April 1 through June 30; due no later than August 30
 July 1 through September 30; due no later than November 30
 October 1 through December 31; due no later than February 28

The fee payment (check) is due quarterly and must be received by the Division of Purchases no later than seventy-five (75) days after the end of each quarter.

January 1 through March 31; due no later than June 15
 April 1 through June 30; due no later than September 15
 July 1 through September 30; due no later than December 15
 October 1 through December 31; due no later than March 15

4. Lease Agreements and Alternative Financing Methods:
 For Executive Branch Agencies leasing must be approved by the Purchasing Agent. Leasing may be permitted if authorized by other Participating Entities. If leasing is permitted, the terms and conditions of the leasing will be separately negotiated between the Vendor and applicable Participating Entity and set forth in a separate agreement between the applicable Participating Entity and the Vendor.
5. Subcontractors:
 All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the State of Rhode Island, as shown on the dedicated Contractor's (cooperative contract)

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website, are approved to provide sales and service support to Participating Entities, e.g. for direct order taking, processing, fulfillment or provisioning. The Fulfillment Partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Notwithstanding the use of Fulfillment Partners, the Contractor remains responsible for obligations and performance under this Participating Addendum. Vendor promises that any Fulfillment Partners' terms and conditions are subordinate to this Participating Addendum.

Subject to approval of the Participating State/Entity, and at the sole discretion of Contractor, Contractor may add Fulfillment Partners at any time during the term of this Participating Addendum. Contractor may designate a minimum or maximum number of Fulfillment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add Fulfillment Partners. Notwithstanding the foregoing, Contractor may remove, at its sole discretion, upon ten (10) business days advance written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the Fulfillment Partner would violate any state or federal law or regulation.

6. Clickthrough, shrink wrap, etc. No terms of Contractor or its Fulfillment Partners through ordering documents, click-through, shrink-wrap or hyperlinks or hyperlinks that conflict with the terms of this Participating shall be binding, and shall have no effect on the State.
7. Limitation of Liability. For the purposes of this Participating Addendum, Section 40(c) of the Master Agreement is replaced with the following as a limitation of liability for claims under this Participating Addendum:

Limitation of Liability. Except for Contractor's obligations under Section 40(a) (General Indemnity) and Section 40(b) (Indemnification – Intellectual Property) notwithstanding anything else herein, all liability of Contractor and its suppliers to any Participating Entity (and any Purchasing Entity under the Participating Entity) for claims arising under this Agreement, the applicable Participating Addendum, or otherwise shall be limited to the greater of (i) five million dollars (\$5,000,000.00) or (ii) the money paid to Contractor by the Participating Entity under this Master Agreement in the twelve (12) month period prior to the event or circumstances that first gave rise to such liability. This limitation of liability is cumulative and not per incident.

8. Automatic Renewals. There are no automatic renewals under this Participating Addendum.
9. Orders: The Master Agreement number and the Participating Addendum Number must appear on every Purchase Order placed under this Participating Addendum

Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or through Contractor (only on an as-needed basis) for products or services as authorized under this Participating Addendum. Only those Fulfillment Partners approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or

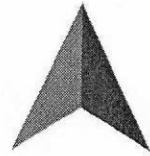
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indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to Participating State/Entity, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the Participating State/Entity.

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service under this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order. For clarity, sales of Contractor's product or services by Contractor or an authorized reseller made under a separate contract, where the applicable quoting or ordering documents reference that separate contract, are not deemed to be sales under this Master Agreement.

10. Term. The term of this Participating Addendum shall begin on the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.
11. Notices: Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: (a) when delivered personally; ; (b) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses set forth Section 3 of this Participating Addendum (and notices to Cisco shall be further addressed to the Office of the General Counsel, Attn: Contract Notice) or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under this Participating Addendum was sent before notice is served.
Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by posting on Cisco.com or by e-mail or fax.
12. Entire Agreement: This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior ~~oral or~~ written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

PARTICIPATING ADDENDUM**DATA COMMUNICATIONS PRODUCTS
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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the last date of execution by both parties below.

Participating Entity: STATE OF RHODE ISLAND	Contractor: Cisco Systems, Inc.
Signature: <i>Amanda Rivers</i>	Signature: <i>Steve Kite</i>
Name: AMANDA RIVERS	Name: Steve Kite
Title: DEPUTY PURCHASING AGENT	Title: Authorized Signatory
Date: 7/11/2022	Date: July 7th, 2022

APPROVED BY LEGAL

**DATA COMMUNICATIONS PRODUCTS
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GC Addendum B – IT Requirements & Policies ADDENDUM
General Provisions**1. Overview**

This addendum is applicable to all IT Projects and addresses IT [Information Technology]

- IT Terms and Requirements as detailed in section 1.1 and
- IT Policies and Procedures detailed in **Exhibit 1 – IT Policies** [Further can be obtained through the below referenced link for the latest document]. State agrees and acknowledges that Vendor will make commercially reasonable attempts to materially comply with all of the IT policies and procedures in Exhibit 1 while Vendor is providing services in the State's network environment and to the extent that they are applicable to Vendor.

1.1 IT Terms & Requirements

Service Area	Terms	Deliverables
Business Continuity and Disaster Management Plans	Unless otherwise agreed differently in the Statement of Work (SOW): Where applicable, the Business Continuity Management Plans include, but are not limited to, advance procedures that are developed, certified and maintained in readiness for use in the event of a Disaster, which are focused on the core business processes, information technology systems, infrastructure, and related personnel. Time frame for restoring Services and minimizing data loss, which shall not exceed forty-eight (48) hours/ twenty fours (24) hours respectively following a disruption in the Services provided to State or the activation of the Business Continuity Management Plans, whichever occurs first. Vendor will provide State a copy of the applicable Business Continuity Management Plan specific to the Services detailed within 60 days of go Live. Vendor may, however, amend the Business Continuity Management Plan provided State receives written notice and approves such amendment prior to implementation	Unless as further detailed in the NASPO procurement or as detailed and agreed in SOW
Service Level Management	Provide Project specific SLA and Metrics	Unless as further detailed in the NASPO procurement or as agreed in SOW
Governance & Reporting	Conduct and Report Weekly, Monthly and Quarterly Project Status report and address Issues and action items.	As agreed in SOW

PARTICIPATING ADDENDUM
**DATA COMMUNICATIONS PRODUCTS
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 Led by the State of Utah

Exhibit 1 – IT Policies

Instructions: Please use Control + Click to open any below document

	IT Policy Name	Latest Document	Summary
1	Access Control Policy	ETSS Policy 10-10 Access Control AC .pdf	Employees and vendors accessing State or Rhode Island information resources who use password authentication shall use a password that complies with this policy.
2	Audit and Accountability Policy	ETSS Policy 10-13 Audit and Accountability A U .pdf	To provide the Agency with policy, standards, and guidelines for establishing and effectively managing an Information Systems Audit and Accountability program at the Agency.
3	Bring Your Own Device Security Policy	DOIT Bring Your Own Device Security Policy 4-1-16.pdf	To establish a Bring Your on-Device Security Policy for the effective management of personally owned mobile devices used to access State networks, applications and/or data and to ensure the confidentiality, integrity, and availability of State networks, applications and data.
4	Configuration Management Policy	ETSS Policy 10-14 Configuration Management CM .pdf	To establish a Configuration Management Policy for effectively managing risk associated with changes to and the have an impact on system configurations, baseline configuration settings and overall information system security,
5	Contingency Planning Policy	ETSS Policy 10-28 Contingency Planning CP .pdf	To establish policy for effective contingency planning that enables the restoration and continuity of operations of mission-critical assets and business functions.
6	Federal Tax Information Access Policy	ETSS Policy 10-11 Federal Tax Information Access FTI .pdf	To establish policy that adequately protects and ensures the confidentiality of federal tax information (FTI) in accordance with Internal Revenue Service (IRS) has issued Publication 1075 entitled "Tax Information Security Guidelines for Federal, State, and Local Agencies" (IRS Publication 1075).
7	Identification and Authorization Policy	ETSS Policy 10-20 Identification and Authentication IA .pdf	To establish policy for identifying and authenticating user access to information systems and network resources that ensures user access is authorized, confidential and sensitive data is protected, and accountability is maintained.
8	Incident Handling and Response Policy	ETSS Policy 10-12 Incident Handling and Response IR 2021.pdf	To establish policy for the effective and timely management of IT security related incidents to safeguard State of Rhode Island IT resources, infrastructure, and data.
9	Information Technology Project Approval Policy	Policy 07-02 Information Technology Project Approval Policy.pdf	Prior to the expenditure of State resources, the State CDO/CIO will ensure that all major information technology (IT) efforts are consistent with the State of Rhode Island's strategic direction and will be delivered within the DoIT Project Management Framework.
10	IT Systems and Services Acquisition Policy	ETSS Policy 10-17 IT System and Services Acquisition SA .pdf	This policy provides requirements for the IT system and service acquisition process required to assure that information systems are acquired using controls sufficient to safeguard the State's information systems.

PARTICIPATING ADDENDUM



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11	Media Handling and Security Policy	ETSS Policy 05-01 Media Handling and Security MP 2021.pdf	To establish policy for effectively handling and securing media in a manner that protects the confidentiality and integrity of data maintained on digital and non-digital media.
12	Mobile Device Security Policy	ETSS Policy 10-04 Mobile Device Security.pdf	Establish policy for effectively managing and securing mobile devices that store, process, or transmit state data.
13	Personnel Security Policy	ETSS Policy 10-21 Personnel Security PS 20 21.pdf	To establish a personnel security policy that provides effective governance of personnel to ensure the security of sensitive information systems and data.
14	Physical and Environmental Security Policy	ETSS Policy 10-16 Physical and Environmental Security PE .pdf	To establish policy for the implementation of adequate physical and environmental security controls at data centers and facilities where data centers reside to ensure the protection of information systems and supporting components and infrastructure from physical and environmental hazards.
15	Risk Assessment Policy	ETSS Policy 10-25 Risk Assessment RA .pdf	To establish policy that effectively manages inherent risk, vulnerabilities, threats, and countermeasures based on the criticality of the information system and data to ensure its confidentiality, integrity, and availability, and achieve an acceptable level of enterprise risk.
16	Security and Risk Program Management	ETSS PM 1 Security and Risk Program Management 2020.pdf	The Security and Risk Management Program defines the foundation for information technology security in Rhode Island. It establishes the Statewide information security standards, providing direction for the Chief Information Security Officer (CISO) to establish a set of standards for information technology security to maximize the functionality, security, and interoperability of the State's distributed information technology assets, including, but not limited to, data classification and management, communications, and encryption technologies. These standards apply to all executive branch agencies.
17	Security Assessment and Authorization Policy	ETSS Policy 10-23 Security Assessment and Authorization CA .pdf	To establish policy for the effective implementation of security controls to safeguard State of Rhode Island IT system resources, infrastructure, and data.
18	Security Awareness and Training Policy	ETSS Policy 10-26 Security Awareness and Training AT .pdf	To establish policy that ensures information system users are aware of current threats to information security and are adequately trained to perform their assigned roles and responsibilities in a manner that maintains system security.
19	Security Planning Policy	ETSS Policy 10-18 Security Planning PL .pdf	To establish policy for the effective management of Enterprise risk via a security planning program to ensure the confidentiality, integrity, and availability of information systems and data.
20	Service and Support for Cell Phones, Blackberries and Mobile Broadband Devices	DOIT 09-01 Mobile Devices Service and Support Policy 4-13-11.pdf	The purpose of the policy is to identify the process and procedures, to be followed by state agencies and departments in the executive branch, for procurement and support of cellular telephones, Blackberry devices, and mobile broadband devices (air cards).

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21	Social Networking Policy	<u>IT-10-09 Policy on Social Networking.pdf</u>	This policy is aimed at allowing state agencies and departments the benefit of using social networking for the performance of state business, to communicate with the public, protect the infrastructure and legal interests of the State of Rhode Island and assure that adequate bandwidth is available to conduct State business without interruption
22	System and Information Integrity Policy	<u>ETSS Policy 10-29 System and Information Integrity SI 2021.pdf</u>	To establish policy for effective system and information integrity security controls to safeguard State of Rhode Island information system resources, infrastructure, and data.
23	System Maintenance Policy	<u>ETSS Policy 10-24 System Maintenance MA .pdf</u>	To establish policy for effective and secure maintenance, repair, and diagnostic requirements of information systems and system components, both on-site or off-site, to ensure the confidentiality, integrity, and availability of data.
24	Systems and Communications Protection Policy	<u>ETSS Policy 10-15 System and Communications Protection Policy SC 2021.pdf</u>	To establish policy for effective information system, network, and communications security and ensure the confidentiality, integrity, and availability of information resources.
25	Technology Acceptable Use Policy	<u>Policy 00-02 Technology Acceptable Use Policy.pdf</u>	To establish policy for the acceptable use of State network resources. Protect employees and the workplace environment through reducing the risk of compromising State data, disruption of network resources, and legal related issues

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EXHIBIT B - INSURANCE REQUIREMENTS

DEFINITIONS

***"State:"** The State of Rhode Island and its branches, departments, agencies, offices, commissions, any using entity authorized by R.I. Gen. Laws § 37-2-1, et seq. to participate in a procurement and any other party directed by the State and the officers, directors, officials, agents, employees, independent contractors and volunteers of any of them.*

"Contract Party:" Cisco Systems, Inc.

REQUIRED INSURANCE

Contract Party shall procure **Required Insurance** as defined herein:

- a. At the sole cost and expense of Contract Party.
- b. Obtain and maintain such **Required Insurance** in full force and effect during the entire term of the Contract until all obligations of Contract Party have been discharged, including any warranty periods or extended reporting periods, against claims that may arise out of, are alleged to arise out of, directly or indirectly, in whole or in part, from or in connection with the Contract and/or result from the performance of the Contract.
- c. Any deductible, self-insured retention, or form of self-insurance under the policies shall be the sole responsibility of the Contract Party.
- d. Any required liability insurance policy that is to insure any form of products liability and/or completed operations exposure created by Contract Party must provide extended coverage as follows:
 1. When required liability insurance policy uses "Occurrence" coverage trigger (Including that known as "Reported Occurrence"):
 - a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
 - b. Such coverage must be provided for a period of not less than five (5) years after the later of:
 - i. when the Contract has ended; or
 - ii. when products or services have been put to intended use; or
 - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
 - c. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as "discontinued products or operations."
 2. When required liability insurance policy uses any form of "claims-first made trigger":
 - a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and

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- conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
- b. Provide coverage with a retroactive date on or before the effective date of the Contract or at the beginning of Contract work.
- c. Such coverage must be provided for a period of not less than five (5) years after the later of:
 - i. when the Contract has ended; or
 - ii. when products or services have been put to intended use; or
 - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
- d. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as "discontinued products or operations."
- e. If "claims-first made" liability insurance policy is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract date, the Contract Party must purchase extended reporting coverage for a minimum of five (5) years after completion of work.
- f. **Required Insurance** limits to be provided by single insurance policy or through "follow form primary" layered excess insurance policies to obtain overall required limit(s).
- g. Intentionally left blank.
- h. Any insurance obtained by Contract Party that includes an "insured vs. insured" exclusion must be revised to exclude State as Additional Insured.
- i. If State desires that Contract Party maintain different types or higher limits of insurance, the State will so notify Contract Party and the State and Contract party will in good faith negotiate mutually acceptable changes to these insurance requirements.

REQUIRED INSURANCE:

1. Commercial General Liability Insurance. Commercial General Liability Insurance ("CGL") based on Insurance Services Office ("ISO") most recent version of Commercial General Liability policy form CG00 01, or its equivalent:
 - a. Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
 - b. Such insurance coverage is subject to a limit of \$1,000,000 per occurrence, \$3,000,000 general aggregate and \$3,000,000 products/completed operations aggregate.
 - c. Intentionally left blank.
 - d. Shall include waiver of subrogation in favor of State.
 - e. Include State as additional insureds on a primary and non-contributory basis for liabilities that fall within Contract Party's indemnity obligations under the Contract and that are covered by such insurance.
2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy ("BAP") CA 00 01, or its equivalent:
 - a. Covering bodily injury and property damage for any vehicles used in conjunction

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- with the performance of this Contract including owned, non-owned, and hired vehicles.
- b. If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
 - c. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.
 - d. Such insurance coverage is subject to a limit of \$1,000,000 per occurrence or per accident.
 - e. Shall include waiver of subrogation in favor of State.
 - f. Include State as additional insureds on a primary and non-contributory basis for liabilities that fall within Contract Party's indemnity obligations under the Contract and that are covered by such insurance.
3. Workers' Compensation and Employers' Liability.
- a. Statutory coverage as required by the workers' compensation laws of the State of Rhode Island, plus any applicable state law other than State of Rhode Island if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.
 - b. Policy form based on NCCI or its equivalent.
 - c. Employers' Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 disease or policy limit and \$1,000,000 each employee or minimum amount necessary for Contract Party.
 - d. A Contract Party neither eligible for, nor entitled to, Worker's Compensation who is an independent Contract Party under Rhode Island law must comply with the statutory procedure precluding an independent Contract Party from bringing a workers' compensation claim against the State.
 - e. Policy to include waiver of subrogation in favor of State.
4. Technology Errors and Omissions Coverage. Technology Errors and Omissions Insurance covering any damages caused by any error, omission, wrongful act or breach of Contract by Contract Party. Coverage to include, but not be limited to: product failure, security failure, professional liability, software copyright infringement and personal injury if limited or uninsured under commercial general liability insurance. Combined single limit per claim shall not be less than \$5,000,000. Annual aggregate shall not be less than \$5,000,000. Policy to include a waiver of subrogation in favor of State for liabilities that fall within Contract Party's indemnity obligations under the Contract.
5. Information Technology/Cyber Privacy. Errors and Omission Insurance covering damages to Insured Parties caused by any error, omission, wrongful act or breach of Contract in performance of contracted professional services by Contractor.
- a. Such insurance to have minimum limits of \$10,000,000 per claim and annual aggregate.
 - b. Policy to include a waiver of subrogation in favor of State for liabilities that fall within Contract Party's indemnity obligations under the Contract.

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- c. Such insurance to include insuring agreements as identified below either as modules in master policy or as separate insurance policies.

Information Technology

Minimum coverage for Contract Party is liability insuring agreements for loss resulting from: (1) technology services, (2) technology products, (3) media content, (4) network security breaches and breach expenses incurred by State.

CYBER/PRIVACY INSURANCE

Coverage for Contract Party to include:

- i. Regulatory liability;
 - ii. Information security and privacy, regardless of the media involved;
 - iii. Network interruption and/or business interruption;
 - iv. Digital asset loss of State;
 - v. Event breach costs including but not limited to crisis management (such as forensic investigation, legal fees), public relations, notification costs, call center operation costs, credit file monitoring and identity theft insurance;
 - vi. Placing and lifting of security freezes;
 - vii. Cyber extortion;
 - viii. Online media liability (i.e. including but not limited to website content);
 - ix. Costs to defend, including but limited attorney fees and settle; and,
 - x. Fines and penalties when insurable under appropriate state or federal law.
- d. Coverage to include but not be limited to damage by Contract Party to States' records (whether e-data or other) product failure, security failure, privacy failure of e-data records, privacy failure of other than e-data records, software copyright infringement, and personal injury as customarily insured by this type of insurance policy.

Contract Party may satisfy requirements 4. and 5. with one and the same insurance policy, provided that such insurance policy has limits of at least \$15,000,000 per claim and \$15,000,000 annual aggregate.

ALL REQUIRED INSURANCE SHALL BE:

1. Placed with insurers:
 - a. Authorized to do business in Rhode Island.
 - b. Rated "A-," class VIII or better by A.M. Best Company, Inc.
 - c. Any insurer with a lesser financial rating must be approved by the authorized State personnel.
2. The legal defense provided to the State under any policy to which the State is required to be included as an additional insured must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
3. As evidence of the insurance required by this Contract, the Contract Party shall furnish to State Certificates of Insurance:
 - a. If any of the insurance required herein is cancelled or nonrenewed, Contract Party

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- shall replace such insurance so that no lapse in coverage occurs, and Contract Party shall provide a revised Certificate of Insurance evidencing same. Also, Contract Party shall notify the State thirty (30) days prior to any cancellation or nonrenewal of any of the insurance required herein.
- b. Certificates of Insurance shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
 4. The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by State that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
 5. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contract Party for the Contract Party's operations.
 6. The insurance requirements do not limit or otherwise affect Contract Party's obligations under the Contract, including but not limited to Contract Party's indemnity obligations.
 7. These Insurance Requirements shall survive expiration or termination of the Contract.
 8. Use of Subcontractors or Resellers: If Contract Party uses a subcontractor or reseller in connection with this Contract, Contract Party shall require such subcontractor or reseller to maintain the types and amounts of insurance that Contract Party deems reasonable in light of the products and/or services to be provided by such subcontractor or reseller.