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NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA152

Contractor: **CELLCO PARTNERSHIP DBA VERIZON WIRELESS**

Participating Entity: **STATE OF OREGON PA# 1662**

The State of Oregon, acting by and through the Department of Administrative Services, Procurement Services ("DAS PS") on behalf of itself, state agencies and members of the Oregon Cooperative Procurement Program ("Purchasing Entities" or "Customers") and Contractor hereby agree as follows:

1. Scope: Cellco Partnership DBA Verizon Wireless ("Contractor") and the State of Utah, for itself and on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Association ("NASPO ValuePoint"), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019, which together with any and all amendments and/or addenda thereto constitute the "Master Agreement". This Participating Addendum ("PA") applies to the purchase and use of Products (e.g. wireless service, software and other services) by state agencies and other eligible entities authorized by a state's statutes to purchase under state/entity contracts as more specifically detailed in Paragraph 2, "Participation," below. All capitalized terms not defined in this Participating Addendum will have the same meaning provided in the Master Agreement.

There were four categories included in the solicitation:

Category 1: Cellular Wireless Services
Category 2: Equipment and Accessories
Category 3: Turnkey Wireless and IoT Solutions offered as a Product
Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1 - 3.

Participating Entity has elected to participate in **all Categories** awarded to Contractor**,** as more particularly described on Exhibit No. 2 attached hereto and made a part hereof. Exhibit No. 2 sets forth the Goods, Products and Services approved under this PA.

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities" or "Customers"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Purchase Order Instructions: All Purchase Orders and any other ordering documents under this PA will be governed by the terms and conditions of this PA and the Master Agreement including, without limitation, the obligation to pay Contractor for Products provided. Contractor and the Participating Entity (together the "Parties") acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's approved and authorized Business Procurement Card are authorized Purchase Orders under the Master Agreement.

All Purchase Orders issued by Purchasing Entities under this PA shall include a reference to this PA and the Master Agreement, number MA152.

4. Individual Customer: Except to the extent modified by this PA, the Participating Entity and each Purchasing Entity will be responsible for compliance with the terms and conditions of the Master Agreement, and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including the same rights to any indemnity or to recover any costs. Each Purchasing Entity will be responsible for its own taxes, charges, fees, and liabilities. The Contractor will apply the charges to each Purchasing Entity individually.

The Participating Entity and all Purchasing Entities agree to the terms and conditions of the Master Agreement (except to the extent modified by this PA) including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the Master Agreement and this PA, and calculating the administrative fees.

5. Participating Entity Modifications or Additions are attached and incorporated as **Exhibit No. 1 through Exhibit No. 7**.

6. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

(1) This PA, less its exhibits;
(2) Exhibit No. 1, State of Oregon Specific Terms and Conditions;
(3) Exhibit No. 7, Information Security;
(4) Exhibit No. 5, Performance Standards and Metrics;
(5) Exhibit No. 2, Goods, Products and Services (including Attachment A, Product Add Request form);
(6) Exhibit No. 6, Additional Insurance Requirements;
(7) Exhibit No. 3, VSR and VCAF Report Template;
(8) Exhibit No. 4, Sample Purchase Order; and
(9) The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

For any other pamphlets, preprinted good, product or service descriptions, Contractor forms, Contractor ordering forms, agreements related to any specific product or service, or any terms and conditions found online and not set forth in this PA, such terms are not incorporated herein unless and to the extent mentioned and in the event of a conflict between the terms contained this PA and the other Contractor information, the terms and conditions of this PA will control, as between Contractor and the Participating Entity and Purchasing Entities.

7. Administrative Fee and Reporting:

7.1 Vendor Collected Administrative Fee (VCAF):

7.1.1 Pursuant to the process defined by DAS PS and published at https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx , Contractor shall submit a Vendor Collected Administrative Fee (VCAF), as directed by DAS PS. The VCAF is a charge equal to Two Percent (2.0%) of Contractor's Gross total sales, less any credits, taxes, fees and shipping made to Purchasing Entities during the reporting period. The VCAF Administrative Fee for CRU Accounts shall be calculated based only on Products purchased and receiving a discount under this Master Agreement.

7.1.2 Contractor may show the VCAF fee as a separate line item charge to Purchasing Entities. Contractor's prices must reflect all Contractor's charges to Purchasing Entities.

7.1.3 Contractor is responsible for timely payment of the VCAF, regardless of entity that actually reports or makes VCAF payment to DAS PS. The form of payment must be specifically approved by the Contract Administrator. Late payments from Contractor will accrue interest at the maximum rate

permitted by law until such overdue amount shall have been paid in full.

7.1.4 DAS PS may, upon reasonable request during regular business hours, by itself or by a person authorized by it, audit Contractor's records and other pertinent data, to determine and verify the figures reported in any VSRs furnished by Contractor. In the event that any such audit reveals underpayment of administrative fees, Contractor shall immediately pay the amount of deficiency, together with interest. If the audit reveals that an underpayment exists, Contractor shall pay the cost of the audit.

7.2 Volume Sales Report (VSR): Pursuant to the process defined by DAS PS, Contractor shall submit a Volume Sales Report (VSR), substantially in the form attached hereto as Exhibit No. 3, to DAS PS on a quarterly basis; the quarterly report is due no later than thirty (30) calendar days from the end of the quarter. Pursuant to the process defined by DAS PS and published at: https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reporting period; and
- Such other information DAS PS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the month a report must be submitted stating "No Sales for the Month".

8. Purchase Order Instructions:

8.1 Not Exclusive. This PA is not exclusive. Purchasing Entities may purchase goods and services that are the same or similar to those described in the PA from any other source, and Contractor may furnish such goods or services to any third party, provided Contractor may not sacrifice the quality or availability of the Goods, Products or Services provided to Purchasing Entities pursuant to this Participating Addendum for the benefit of another customer of Contractor.

8.2 DAS PS has awarded multiple Participating Addenda under this solicitation. State Agency Purchasing Entities must conduct a best value comparison process to select the contractor for award based upon various factors, including: cost, Product or Services availability, time of performance, or other factors. State Agency Purchasing Entity shall issue a request for quote to all Participating Addenda holders detailing the Goods, Product or Service need and evaluation criteria, including: Good, Product or Service availability, time for delivery or performance, costs, and any other factors. State Agency Purchasing Entity shall award the Purchase Order to the contractor with the offer that is in the best interest of Purchasing Entity. State Agency Purchasing Entity's determination is final.

8.3 Threshold. Purchasing Entities that are agencies of the State of Oregon may issue Purchase Orders under this PA for any dollar amount without further delegation of procurement authority from DAS PS. Notwithstanding the foregoing DAS PS delegation, Purchasing Entities that are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval as required.

8.4 State Agency Purchasing Entities may use the State-approved Purchase Order form attached hereto as Exhibit No. 4. Other Purchasing Entities may use their own Purchase Order forms for the purchase of Goods, Products and Services.

8.5 Each Purchase Order must contain, on the front page, the following language:

> THIS PURCHASE IS PLACED AGAINST THE STATE OF OREGON MASTER AGREEMENT NO. MA-152. THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE ASSOCIATED PA ENTERED INTO BY THE STATE OF OREGON, PA NO. 1662, APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

To the extent that the terms or conditions of any Purchase Order differ from or conflict with the terms of the PA, the difference or conflict will be resolved in accordance with Section 4 of the PA.

9. Individual Customer: Each state agency, political subdivision or other entity placing an order under this Participating Addendum ("Purchasing Entity" or "Customer"), will be treated as if it was an Individual Customer. Upon Contractor's acceptance of a Purchase Order issued by a Purchasing Entity, a contract is formed between the parties for the Goods, Products, or Services, identified in such Purchase Order. In no event will the State be liable for Purchase Orders or any other type of purchases made by a Purchasing Entity that is not a State Agency. Purchasing Entities that are not State Agencies are responsible for any purchases under Purchase Orders they issue. The State expressly disclaims any liability for purchases made by Purchasing Entities that are not State Agencies or any other third parties. Except to the extent modified in this PA, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the Purchase Order for its purchases; and Contractor will apply the charges to each Purchasing Entity individually. The Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the Purchase Order and calculating the administrative fee.

Contractor is responsible for verifying that it provides Goods, Products and Services under the PA only to Purchasing Entities. Contractor may verify that a particular entity is an ORCPP member on-line at http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx or by using the Oregon Procurement Information Network (ORPIN) at http://orpin.oregon.gov/open.dll/welcome.

10. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Doug Robertson, Senior Manager- Contract Management
Address:	15505 Sand Canyon Ave, Irvine, CA 92618 Attn: Doug Robertson
Telephone:	(949) 246-8700
Fax:	N/A
Email:	Doug.Robertson@vzw.com

Participating Entity

Name:	Rachel Smith, State Procurement Analyst
Address:	1225 Ferry St SE, Salem, OR 97301
Telephone:	(971) 707-0263
Email:	Rachel.r.smith@oregon.gov
Name:	Jason Rood, Strategic Sourcing Specialist
Telephone:	(503) 383-6291
Email:	Jason.rood@oregon.gov

11. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Upon request for specific products or devices, Contractor shall deliver copies of third party license agreements to Purchasing Entity for review and acceptance. In the event the Purchasing Entity is unable to accept the license agreement, Purchasing Entity may terminate the Purchase Order without incurring an early termination fee. Any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

12. Entire Agreement:

12.1 Participating Entity. As to Contractor and Participating Entity, the PA, including the Master Agreement and all applicable Exhibits, Attachments, and Schedules thereto, constitutes the entire agreement between Contractor and Participating Entity on the subject matter hereof, and supersede all prior agreements, oral or written. There are no understandings, agreements, or representations, oral or written, between these parties that are not specified in this PA. No waiver, consent, modification or change of terms of this PA binds either party unless in writing and signed by both Contractor and the Participating Entity and all necessary State approvals have been obtained in writing. Such waiver, consent, modification or change, if made is effective only in the specific instance and for the specific purpose given. The failure of the Participating Entity to enforce any provision of this PA does not constitute a waiver by the Participating Entity of that or any other provision.

12.2 Purchasing Entity. As to Contractor and a Purchasing Entity, the Purchase Order, including the PA, the applicable Purchase Order, the Master Agreement and all applicable Exhibits, Attachments, and Schedules thereto, constitute the entire agreement between Contractor and Purchasing Entity on the subject matter thereof, and supersedes all prior agreements, oral or written. No Purchasing Entity has any authority or right to waive, consent, modify or change of terms of the PA and no such waiver, consent or modification or change binds either party. As permitted in Exhibit No. 1, Purchasing Entity may modify a Purchase Order, but such modifications will only apply to the individual Purchase Order.

13. Tax Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) the numbers shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because: (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) S/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes; (d) for a period of no fewer than six calendar years preceding the Effective Date of this PA and any Purchase Order, Contractor faithfully has complied with: (i) All tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318, (ii) any tax provisions imposed by a political subdivision of this State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor, (iii) any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to Goods or Products, Services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

The parties have executed this Participating Addendum as of the date of final execution below.

Participating Entity: STATE OF OREGON, acting by and through the Department of Administrative Services	**Contractor: CELLCO PARTNERSHIP DBA VERIZON WIRELESS**
Signature: Lori Nordlien	Signature: DocuSigned by: Todd Loccisano CD86E5219D09460...
Printed Name: Lori Nordlien	Printed Name: Todd Loccisano
Title: Procurement Services Manager	Title: VP - Commercial Deal Management (Wireless), Verizon Business Group
Date: 3/19/2021	Date: 3/19/2021 | 1:59 PM MDT
	FEID: 22-3372889*
	Oregon Tax ID: 794213-93
Participating Entity: STATE OF OREGON, acting by and through the Office of the State Chief Information Officer	**Approved pursuant to ORS 291.047**
Signature: Terrence Woods	By: Karen Johnson, via email
Printed Name:	Assistant Attorney General
Title: State Chief Information Officer	Date: 3/17/2021
Date: 03/19/2021	

*For federal income tax purposes, Cellco Partnership is a disregarded entity that reports under the FEID of Verizon Communications Inc. (23-2259884).

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

Contractor - email a fully executed PDF copy of this document to:

PA@naspovaluepoint.org
To support documentation of participation and posting in appropriate databases

EXHIBIT NO. 1
State of Oregon PA #1662
to NASPO Master Agreement No. MA-152

State of Oregon Specific Terms and Conditions ("Oregon Terms")

1. Definitions. The following terms have the meanings set forth below. Capitalized terms not defined in this Exhibit No. 1, State of Oregon-Specific Terms (these "**Oregon Terms**"), have the meanings ascribed to them in the Master Agreement and its exhibits.

"Acceptance" has the meaning assigned to it in Section 5 of these Oregon Terms.

"**Business Day**" means Monday through Friday from 8:00 am – 5:00 pm pacific time, excluding State of Oregon holidays and other business closure days resulting from natural disasters, inclement weather, or other similar events.

"**Calendar Day**" means contiguous days.

"Contract Administrator" means the person who is identified as the Primary Contact for the Participating Entity in Section 3 of the PA.

"**Contractor**" means Cellco Partnership d/b/a Verizon Wireless.

"**Contractor Records**" means all fiscal records and all other books, documents, papers, plans and writings (regardless of whether such records are in hard copy, electronic, or other form) of Contractor which relate to this PA, any and all Purchase Orders entered into between Contractor and Purchasing Entities pursuant to this PA, and Contractor's performance under this PA and any and all Purchase Orders.

"Corporate Responsible Account Definition" Corporate Responsible Accounts ("CRU") are accounts for end users of the Purchasing Entities under the Master Agreement.

"**DAS PS**" means the State of Oregon acting by and through the Department of Administrative Services, Procurement Services and is the State agency with the statutory authority, pursuant to ORS 279A.140, to negotiate and administer this PA .

"**Goods**" **or "Products"** means supplies, equipment, or materials, and any personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto, that a Purchasing Entity is authorized to procure under the PA as set forth in Section 1 of the PA.

"**Master Agreement**" means the NASPO Master Agreement No. MA-152 between Contractor and the State of Utah, on behalf of the member states of the National Association of State Procurement Officials, NASPO ValuePoint, and its attachments, and which serves as the underlying agreement and basis for Contractor and Participating Entity to execute the PA.

"**Oregon Cooperative Purchasing Program**" or "**ORCPP**" means the cooperative purchasing program that authorizes agencies and organizations within the State of Oregon to purchase goods, products, or services available under the statewide price agreements, including this PA.

"**Participating Addendum" or "PA**" means the agreement between the Participating Entity and Contractor to which these Oregon Terms are attached as Exhibit No. 1 and includes: the Master Agreement and the PA together with all applicable exhibits to both (including, without limitation, these Oregon Terms), Attachments, Schedules, and, as applicable, any amendments made in accordance with Section 32 of these Oregon Terms and which sets forth the terms, conditions, and requirements

pursuant to which Purchasing Entities may buy, and Contractor shall provide, the Goods or Products and Services.

"**Participating Entity**" means the State of Oregon acting by and through the DAS PS and in accordance with Attachment A, Section 2 of the Master Agreement is properly authorized to enter into the PA with Contractor.

"**Participating State**" means, in accordance with Attachment A, Section 2 of the Master Agreement, the State of Oregon having been listed in the Lead State's Request for Proposal as a state intending to participate in the procurement.

"**Purchase Order**" means any written purchase order, sales order, or other document and any attachments submitted to Contractor by a Purchasing Entity that incorporates the terms and conditions of the PA by reference and specifies the quantity and type of Goods or Products or Services, or both, that Contractor will provide to the Purchasing Entity under the terms of the PA.

"Purchasing Entity" means an agency of the State of Oregon under DAS Procurement authority, or any ORCPP member that submits a Purchase Order to Contractor. Without limiting the foregoing, and for purposes of clarification, DAS PS is a Purchasing Entity when it issues a Purchase Order or enters into a Purchase Order on behalf of and for the benefit of itself.

"Purchasing Entity Data" means information created, processed, transmitted, or stored by Purchasing Entity through the Services, and information created, processed, transmitted, stored or collected by Contractor regarding Purchasing Entity and its clients during the course of providing the Services, including, but not limited to: Personal Information, Customer Proprietary Network Information (CPNI), voicemails, text messages, other electronic messages, and Work Product.

"**State**" means the State of Oregon.

"**State Agency**" means the State of Oregon acting by and through its state agencies, boards, and commissions as defined in ORS 174.111. Some State Agencies are members of ORCPP.

"**Term**" has the same meaning ascribed to it in Attachment A, Section 3 of the Master Agreement.

"Work Product" means every invention, discovery, work of authorship, trade secret, or other tangible or intangible item and all Intellectual Property rights therein that Contractor specifically develops for a Purchasing Entity at the Purchasing Entity's sole cost.

2. <u>State of Oregon Agencies: Funds Available/Appropriations</u>. The payment obligations of State Agency ordering Goods, Products, or Services, or both, under this PA are conditioned upon the applicable State Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow the applicable State Agency, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Purchase Order issued under this PA. Contractor is not entitled to receive payment under this PA or any Purchase Order from any part of Oregon state government other than the State Agency that issued the applicable Purchase Order. Nothing in this PA or any Purchase Order entered into by a State Agency is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Upon issuance of a Purchase Order by a State Agency, such Agency represents that it has sufficient appropriations for the current biennium to make payments for the Goods, Products, or Services, purchased under the Purchase Order.

3. <u>Goods, Products and Services: Specifications; Performance Standards</u>. Contractor shall deliver all Goods, Products, and Services in accordance with the specifications set forth in this Section 3 ("Specifications").

3.1. Standard and Necessary Components; Warranties, Specifications. Along with the Goods, Products or Services, Contractor shall deliver all components that are standard and necessary for the proper assembly, installation, and operation of the Goods or Products. Contractor shall make available copies of all user manuals, manufacturer warranties, product specifications, or other product documentation ("Specifications") to Purchasing Entity.

3.2. New, Used, and Remanufactured Goods or Products. Unless specified otherwise in a Purchase Order, Contractor shall deliver only those Goods or Products that are new and unused. In the event a Purchasing Entity agrees, in a Purchase Order, to procure used, remanufactured, or refurbished Goods or Products, Contractor's offer, warranties, and Services related to such Goods or Products must comply with the Goods, Products or Services must meet or exceed the standards set forth in the Master Agreement and these Oregon Terms.

3.3. Goods, Products and Services; Addition of Goods, Products and Services. All Goods, Products and Services set forth on Exhibit No. 2 are available under this PA. DAS PS acknowledges that the Goods, Products and Services are subject to availability and change, including the removal and addition of goods, products and services. Contractor shall give DAS PS notice of any change. In the event Contractor wishes to add Goods, Products and Services, Contractor shall complete the Product Request Add form set forth as Attachment A to Exhibit No. 2 and submit the completed form to DAS PS. DAS PS shall review the request and if acceptable, add the Goods, Products and Services to Exhibit No. 2.

DAS PS also will maintain a list of approved Goods, Products and Services available under this PA and will post the list of approved Goods, Products and Services on its website.

3.4. Non-Conformance. If any Goods, Products, or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to comply with applicable regulatory standards or the Specifications, Contractor shall immediately notify the Purchasing Entity of the recall or non-compliance, and shall provide copies of the recall notice or notice of non-compliance, as applicable, and all other supporting documentation for the recall or non-compliance determination. Contractor shall have fifteen (15) calendar days to cure or take material steps toward curing the issues that are the subject of recalls or notices of non-compliance. If the Contractor fails to cure the issues before the cure period has expired, the Purchasing Entity may elect to (a) reject the Goods or Products in whole or in part, or (b) revoke its acceptance of Goods or Products in whole or in part. If the Purchasing Entity Rejects or Revokes its acceptance of Goods or Products, within 30 days of the date of purchase Purchasing Entity shall return the non-conforming or recalled Goods at no cost to the Purchasing Entity and shall reimburse the Purchasing Entity for all payments made for those Goods.

3.5. Performance Standards and Metrics; Vendor Management Program. During the term of this PA and each Purchase Order, Contractor shall, at all times, comply with:

3.5.1. The performance requirements and expectations specified in the State of Oregon, Enterprise Information Services, Basecamp New Contractor Onboarding Guide, which is located at:

http://www.oregon.gov/basecamp/Documents/New_Vendor_Onboarding_Guide_V.1.pdf; and

3.5.2. The performance requirements set forth in Exhibit No. 5.

3.5.3. **Vendor Management Program.** In addition to any performance monitoring or vendor relations activities conducted by DAS PS or Purchasing Entities, Office of State Chief Information Officer, aka Enterprise Information Services ("EIS") Vendor Management

Program will perform vendor management activities as described below. Each Contractor that enters into a Basecamp Price Agreement (BPA) will be required to participate in the EIS' Vendor Management Program, which is described generally in this section. Some of the Vendor Management activities described in this section related to agreed upon service levels, which will be set forth in each BPA, along with specific remedies for failing to meet those service levels. Other activities, while not corresponding to specific contractual requirements, will require to participate in vendor management meetings with the EIS staff, but do not correspond to specific contractually agreed upon remedies.

The items below are topics that may be subject to the EIS Vendor Management Program. The list below is not exhaustive:

3.5.3.1. Data Transparency
Includes public posting (i.e. on Oregon.gov website) of performance, pricing, market share, customer reviews, contract information, Contractor contacts, and announcements.

3.5.3.2. Performance Measurement
Measure performance on a regular basis in relation to agreed upon quality levels of key outcome areas. These areas include:

i. Cost Management
ii. Technology Management
iii. Compliance and Risk Management
iv. Relationship Management
v. Strategic Partnership

Measurements may be calculated based on data collected from the successful contractors, customer survey developed by EIS, internal data collection measures, third party tools, or a combination of any of the foregoing.

3.5.3.3. Due Diligence Review
Review and analysis of contractor answers on Due Diligence Worksheet to determine overall risk. Successful contractors provide updates of key indicators and proof of compliance or achievement to demonstrate continual progress towards risk mitigation.

3.5.3.4. Performance Management
a. Successful contractors engage in regularly recurring business and performance reviews in which a balanced scorecard is reviewed, and any necessary performance improvement plans are drafted.
b. Successful contractors engage with vendor management to discuss opportunities for greater alignment of operations to improve core outcomes.

3.5.3.5. Issue Resolution
When issues arise, parties will follow the issue resolution process, which may include the development and implementation of a performance improvement plan, overseen by the Vendor Management Program.

4. Delivery of Goods or Products.

4.1. Location. Contractor shall deliver Goods or Products to a Purchasing Entity at the location identified in the applicable Purchase Order.

4.2. Freight Fees. Contractor shall deliver Goods or Products F.O.B., place of destination, freight prepaid, with all transportation and handling charges paid by the Contractor.

4.3. Risk of Loss. Contractor shall retain the risk of loss for the Goods or Products until the Purchasing Entity has Accepted the Goods or Products in accordance with Section 5 of these Oregon Terms. Responsibility and liability for loss and damage shall remain the Contractor's until final inspection and acceptance of the Goods or Products, at which time responsibility and liability for loss and damage shall pass to the Purchasing Entity, except as to latent defects, fraud and Contractor's warranty obligations.

4.4. Time for Delivery. Contractor shall deliver all Goods or Products no later than 30 Calendar Days from the date the Purchasing Entity issues a Purchase Order, or any other date Contractor and purchasing agree to in the Purchase Order. If the 30th Calendar Day falls on a weekend or other State of Oregon holiday, delivery shall be made the next Business Day. Unless otherwise specified in the applicable Purchase Order, the time of delivery may occur any time between 9am and 5 pm pacific time.

4.5 Pricing. All pricing includes delivery, freight fees, transportation and handling charges, and risk of loss as set forth in this Section.

5. Ongoing Services and Technology Refresh

5.1 Ongoing Services. As applicable, Contractor shall, at no additional charge to Purchasing Entity, maintain the Goods, Products or Services as described in the Master Agreement and this PA. Contractor shall, at no additional charge to Purchasing Entity furnish such materials and Services necessary to correct any defects in the Goods, Products or Services that prevent the Goods, Products or Services from meeting the requirements of this PA. Contractor shall furnish upgrades to the Goods, Products and Services without additional charge (excluding any professional services necessary for implementation) when such upgrades are made generally available by Contractor to Contractor's customers without additional charge. Contractor will provide release notes describing each upgrade, when furnished, and documentation for the appropriate user manuals. Contractor also shall inform Purchasing Entity of the availability of enhancements of the Products or Services for which a separate license fee and license agreement are required. If an enhancement is licensed by Purchasing Entity under a Purchase Order, this PA and Purchase Order will apply to such enhancement and additional fees may apply for such licensed Enhancement.

5.2. Upgrade of Devices. Additionally, Purchasing Entity shall be entitled to an upgrade of any device upon the twenty-fourth (24) month anniversary of the Purchase Order, provided the Purchasing Entity's account is still active and in good standing

5.3. Technology Refresh. It is Contractor's intent to provide Purchasing Entity with Goods, Products and Services which meet or exceed industry standards for the duration of the PA. As such, subject to the terms and conditions of this PA, Contractor shall use commercially reasonable efforts to upgrade the Goods, Products or Services to support new frequencies, technologies, and services during the PA term consistent with upgrades provided to other customers. Contractor has the right to upgrade the Goods, Products or Services and implement new technologies to better serve Purchasing Entity and its end users, provided that (i) such actions by Contractor do not impair Purchasing Entity's rights hereunder or result in any interference with Purchasing Entity operations at the time of any upgrade; and (ii) such actions by Contractor are undertaken in accordance with and are governed by the terms of this PA. In the event that Contractor's upgrading the Goods, Products or Services or deployment of new technologies would involve changes or interference with Purchasing Entity's operations or Purchasing Entity equipment or facilities used to access the Goods, Products or Services, then Contractor shall request Purchasing Entity's prior written approval, which will not be unreasonably withheld, conditioned, or delayed.

5.4. Business Continuity Management and Disaster Recovery. Contractor shall deliver and maintain Business Continuity Management and Disaster Recovery Plan and Procedures for the Goods, Products and Services. In the event of a disaster, Contractor shall comply with the provisions of and deliver the Products or Service according to the Business Continuity Management and Disaster Recovery Plan and Procedures.

6. Warranties; Performance of Services; Reperformance of Services. Contractor shall pass through to Purchasing Entities all manufacturer warranties. Contractor shall perform maintenance, as requested by a Purchasing Entity, in accordance with the PA. Without limiting the representations and warranties set forth in these Oregon Terms, Contractor and Contractor's technicians and other staff (collectively, "Contractor Personnel") shall perform all Services, including maintenance Services, with the skill and knowledge possessed by well-informed members of their trade or profession and Contractor and Contractor's Personnel will apply that skill and knowledge with care and diligence so Contractor and Contractor's Personnel perform the Services described in this PA in accordance with the standards prevalent in Contractor's profession or trade, or both.

6.1. In the event Contractor or Contractor's Personnel fail to perform any Services in accordance with the warranty set forth in this Sections 6 and Section 11, below of these Oregon Terms, Purchasing Entity shall promptly notify Contractor of such failure and Contractor shall reperform the Services without any additional charge to the affected Purchasing Entity.

6.2. In the event the Services require Contractor to provide replacement or substitute Goods, Products, or components, any substitutions or replacements thereof shall conform to the specifications, capabilities, characteristics, functions and performance standards of new, unused Goods, Products, or components, and all such replacement or substitute Goods, Products, or components shall be free from error or defect that materially impairs their use, and shall be free from defects in materials, and workmanship.

7. Invoices and Payment Provisions.

7.1. Invoices. Contractor may invoice Purchasing Entities upon delivery of Goods, Products, or Service Acceptance. Invoices must be delivered to the physical address identified in the applicable Purchase Order. All Purchase Order Separate Bill request invoices shall include all of the following information:

1. Applicable Purchase Order Number
2. Description of Goods or Products Delivered
3. Quantity of Goods or Products ordered
4. Quantity of Goods or Products delivered
5. Price per unit
6. Services Ordered and Delivered
7. Price/rate charged for Services
8. Total Price invoiced
9. Address to which payment must be remitted

7.2. Payment of Invoices. Invoices must be paid, subject to Acceptance made in accordance with Section 7.1 of these Oregon Terms, by Purchasing Entities within 30 days of delivery of the applicable Goods or Products or Acceptance of the Services. Any interest for overdue payment is subject to ORS 293.462.

7.2.1. Purchasing Entities shall have the right to pay invoices as follows:

1. Credit Card:
   VISA: X_____
   Master Card: X_____

Other Credit Cards: (Discover, American Express)

2. Direct Deposit (e.g., ACH), Electronic Funds Transfer (EFT) or
3. Check
4. **If paid by Credit card, transaction fees will be as follows:**
   - Credit card transactions less than or equal to $5,000.00 carry no additional fee
   - Credit card transactions greater than $5,000.00 will carry a 3% transaction fee

7.3. Availability of Invoices/Statements. Contractor shall provide all Purchasing Entities with online access to each Purchasing Entity's account information through Contractor's website, as such website is required to be developed and maintained for Participating Entity. Such website shall include the following functions and features:

7.3.1. Allow each Purchasing Entity to view, download, and print its individual invoicing and payment history;

7.3.2. Allow each and all Purchasing Entities to:

7.3.2.1. Pay one invoice online in one single transaction using a credit card;

7.3.2.2. Receive, upon payment of one or more invoice: (a) a unique confirmation number upon completion of payment, and (b) email confirmation that payment made has posted;

7.3.2.3. Conduct searches of invoices issued by Contractor including the ability to search by invoice date, due date, purchase order number, ship to location, or transaction type;

7.3.2.4. Review invoice and payment activity, including credits, adjustments, and amounts due and past-due;

7.3.2.5. View, print, and export invoices using a variety of common formats such as xlsx., pdf., or csv.

7.3.3. Allow each Purchasing Entity to change the billing cycle for its Services at any time; and

7.3.4. Dispute invoices and upon submission of a dispute have a confirmation number automatically generated.

8. Contractor to Provide Customer Service. In addition to the developing and maintaining the Website for Participating Entity, Contractor shall provide a dedicated account representative and dedicated customer service team to assist all Purchasing Entities with: (a) use of the Contractor website, (b) obtaining information regarding the Goods, Products, and Services offered by Contractor, (c) return of non-conforming Goods or Products, (d) assistance with the use and troubleshooting the use of Goods or Products. Such customer service help shall be provided by means of an online and telephone helpdesk.

9. Confidential Information; Ownership of Data. Contractor acknowledges that it and its employees, agents, or subcontractors may, in the course of providing and performing the Services under this PA, be exposed to or acquire information that is confidential to a Purchasing Entity or a Purchasing Entity's clients. Any and all information of any form obtained by Contractor or its employees, subcontractors, or agents in the performance of this PA, including Purchasing Entity Data, is deemed to be confidential information of the Purchasing Entity as are any reports or other documents or items (including data aggregations) that result from the use of Purchasing Entity Data (collectively, "**Confidential Information**").

9.1. Excluded from Confidential Information. Confidential Information does not to include information that (i) is or becomes (other than by disclosure by Contractor) publicly known; (ii) is furnished by the Purchasing Entity to others without restrictions similar to those imposed by this PA; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time

of its disclosure under this PA; (iv) is obtained from a source other than the Purchasing Entity without the obligation of confidentiality, (v) is disclosed with the prior written consent of the Purchasing Entity; or (vi) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

9.2. Non-Disclosure. Contractor, its employees, agents, and subcontractors shall hold Confidential Information in confidence, using the highest standard of care applicable, and shall not disclose Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to the Purchasing Entity hereunder and meet any obligations required by law, and shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this PA, and Contractor will at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Contractor shall not at any time during or after the term of this PA and any Purchase Order, except as directed by Purchasing Entity, disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this this PA, and that upon termination of this PA or at Purchasing Entity's request, Contractor shall deliver to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information, except to the extent Contractor is required by law to retain information. Notwithstanding the foregoing and unless otherwise specified in this PA, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of performance of the Services.

9.3. Ownership of Purchasing Entity Data. Purchasing Entity owns all Purchasing Entity Data, including Customer Proprietary Network Information (CPNI) and Purchasing Entity Data that is Work Product or that is otherwise created by or resulting from the Services. Contractor hereby irrevocably assigns to Purchasing Entity any and all of its rights, title, and interest in all Purchasing Entity Data, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine, to the extent it does not contain other information protected by contract or law. Upon Purchasing Entity's reasonable request, Contractor shall execute such further documents and instruments to fully vest such rights in Purchasing Entity.

In addition, Contractor shall retain Purchasing Entity Data as directed by Purchasing Entity and upon Purchasing Entity's request, Contractor shall deliver any and all Customer Proprietary Network Information (CPNI) and Purchasing Entity Data to Purchasing Entity within Five (5) Business Days of Purchasing Entity's written request, to the extent it does not contain other information protected by law.

9.4. Oregon Information Security; Data Protection. Contractor shall comply with the Information Security provisions set forth in Exhibit No. 7

10. <u>Contractor's Proprietary Information; Oregon Public Records Laws.</u> A Purchasing Entity will use reasonable efforts to maintain the confidentiality of any proprietary information received from Contractor and will not use such proprietary information except to fulfill its obligations under this PA and any Purchase Order and applicable state and federal law. Contractor acknowledges and agrees any disclosures of its proprietary information that Contractor makes under this PA and any Purchase Order that are not otherwise protected by applicable law are subject to the Oregon Public Records Laws, including ORS 192.311-192.478, and the provisions for the custody and maintenance of public records, ORS 192.005–192.170.

10.1. Identification of Proprietary Information. Contractor proprietary information is any information marked or designated in writing by Contractor as "confidential" prior to initial disclosure, or information disclosed orally that is confirmed in writing as "confidential" within ten (10) Calendar Days of disclosure.

10.2. Disclosure Under Oregon Public Records Law. A Purchasing Entity may disclose and provide copies of Contractor proprietary information to the extent disclosure is required by the Oregon Public Records Law (ORS 192.311-192.478). If a Purchasing Entity receives from a third party any request under the Oregon Public Records Law for the disclosure of Contractor proprietary information, the Purchasing Entity will notify Contractor within a reasonable period of time of the request. Contractor is exclusively responsible for defending Contractor's position concerning the confidentiality of the requested information. Notwithstanding the foregoing, while the Purchasing Entity is not required to actively assist Contractor in opposing disclosure of proprietary information, the Purchasing Entity will cooperate in good faith to the extent reasonably practicable with Contractor's efforts to protect its proprietary information.

10.3. Excluded from Proprietary Information. The confidentiality obligations imposed by this Section 10 do not apply to: (i) information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by the recipient; (ii) information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality; (iii) information known to the recipient prior to the effective date of this PA and any Purchase Order without obligation of confidentiality; (iv) information independently developed by recipient and documented in writing without use of, or reference to, any Contractor proprietary information; or (v) information required to be disclosed by compulsory judicial or administrative process or by law or regulation; provided that if Purchasing Entity is required to disclose Contractor proprietary information under clause (v), Purchasing Entity will first give Contractor notice and provide such information as may reasonably be necessary to enable Contractor to take action to protect its interests.

10.4. Injunctive Relief. Purchasing Entity acknowledges that Purchasing Entity's use and disclosure of Contractor's proprietary information not in accordance with this Section 10.4 will cause irreparable injury to Contractor that is inadequately compensable in damages. Accordingly, Contractor may seek and obtain injunctive relief against the breach or threatened breach of this Section 10. Purchasing Entity acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Contractor and are reasonable in scope and content.

11. <u>Representations and Warranties</u>. Effective upon acceptance of a Purchase Order by Contractor, a contract is formed between Contractor and the Purchasing Entity that issued the applicable Purchase Order and as a result, such Purchasing Entity is entitled to rely upon all of the representations and warranties, rights, remedies, and benefits under this PA. Without limiting the generality of the warranty provisions of the Master Agreement, Contractor represents and warrants to each Purchasing Entity that:

11.1. Contractor has the power and authority to enter into and perform this PA and Purchase Order between a Purchasing Entity and Contractor and that this PA, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;

11.2. Contractor possesses and will maintain at its own expense all required licenses, certifications and permits necessary to deliver the Goods, Products or Services under this PA and all Purchase Orders;

11.3. As a large, multinational telecommunications provider and media company, Contractor and its affiliates are from time to time subject to different types of regulatory proceedings and governmental investigations or inquiries. No pending or concluded matter in which Contractor is involved is such

that it will materially impact Verizon's ability to perform its contractual obligations to Purchasing Entity.

11.4. For a period of six (6) years, Contractor has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions;

11.5. Contractor has no undisclosed liquidated and delinquent debt owed to the State or any agency, board, commission, department of division of the State;

11.6. Goods or Products will be, where applicable, new, unused, current production models. All Goods or Products will be free from defects in materials, design and manufacture for manufacturer's standard warranty period. Where specifications have been made a part of the Master Agreement or the PA, Contractor further warrants that all Goods or Products conform to such specifications and meet or exceed all quality and safety standards set forth therein;

11.7. Contractor has full legal title to such Goods or Products, or otherwise has to right to deliver the Goods and Products as provided in this PA;

11.8. When used as authorized by this PA, a Purchasing Entity's use of the Goods or Products shall not infringe any copyright, patent, trade secret or other proprietary right of any third party;

11.9. Contractor shall transfer to Purchasing Entity all manufacturer warranties covering the Goods or Products at time of delivery at no charge;

11.10. The Goods, Products and Services are free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the software, collect unlawful personally identifiable information on users, or prevent the software from performing as required under the terms and conditions of this PA or Purchase Order. Notwithstanding the foregoing, this representation and warranty does not include a disabling device that limits, suspends or ends use of the Goods, Products or Services expressly permitted by the terms and conditions by the license under which it was provided;

11.11. Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors provide the Goods or Products and perform the Services described in this PA in accordance with the highest standards prevalent in the industry or business most closely involved in providing the Goods, Products and Services and Contractor shall, at all times during the term of this PA and any Purchase Order issued hereunder, be qualified, professionally competent, and duly licensed to provide the Goods or Products and perform the Services;

11.12. All Services to be performed under this PA and any Purchase Order will be performed in accordance with the highest applicable professional or industry standards, the Performance Standards set forth in Exhibit No. 5, and that only workmanship of the first quality shall be employed in the performance of this PA and any Purchase Order; and

11.13. When used as authorized by this PA, no Work Product infringes nor will Purchasing Entity's use, duplication or transfer of the Work Product infringe any copyright, patent, trade secret or other proprietary right of any third party.

11.14. Warranties Cumulative. The warranties set forth in this Section11 are in addition to, and not in lieu of, any other warranties provided in the Master Agreement. All warranties provided in this PA are cumulative and will be interpreted expansively so as to afford Purchasing Entity the broadest warranty protection available.

12. <u>Compliance with Applicable Law</u>.

12.1. Contractor will comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Goods or Products provided and Services performed under this PA, and a Purchasing Entity's performance under a Purchase Order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230, and 279B.270. In addition, Contractor warrants the Good and Services provided under this PA will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division. Contractor also agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section v of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

12.2. Nondiscrimination in Employment. Contractor certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the PA, to maintain the policy and practice in force during the entire PA term.

12.3. Pay Equity. Contractor shall comply with the provisions of ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based upon sex. Within thirty (30) days of the PA, Contractor shall provide to DAS PS a Pay Equity Compliance Certificate, issued to the Contractor by the Oregon Department of Administrative Services.

12.4. Oregon False Claims Act. Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to the PA and each Purchase Order, including the procurement process relating to the PA, that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this PA, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to the PA or Purchase Order. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or Purchasing Entity under this PA or Purchase Order or any other provision of law.

12.5. Changes in Law Affecting Performance. Each party hereby agrees to promptly provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations in accordance with the provisions of this PA or Purchase Order. Each party shall monitor changes in federal and state laws, ordinances, and regulations applicable to its performance hereunder, and will be deemed aware of such changes within thirty (30) calendar days of the enactment of any such change.

13. Compliance with Tax Laws. Contractor shall, throughout the Term of this PA, comply with all tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon. Any violation of this Section or of Contractor's warranty in Section 12 constitutes a material breach of this contract. Any violation of this Section or Section 12 entitles Purchasing Entity to terminate a Purchase Order and further entitles the Participating Entity to terminate this PA and for each of them to pursue and recover damages that arise from the breach and the termination of this PA or, as applicable, a Contract made pursuant to a Purchase Order, and to pursue all other remedies available under this PA, at law, or in equity.

13.1. Oregon Department of Revenue. This PA will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the Participating Entity or a political subdivision, including (i) garnishing the Contractor's compensation under any Purchase Order with a State Agency, or other Purchasing Entity as applicable, or (ii) exercising a right of setoff against Contractor's compensation under any Purchase Order with a State Agency, or other Purchasing Entity as applicable, for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

14. Publicity. Contractor agrees that it will not disclose the form, content, or existence of this PA or any Purchase Order in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with a Purchasing Entity, the Participating Entity, or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement of Contractor's services by the Purchasing Entity, the Participating Entity, or the State of Oregon, without the prior written consent of the foregoing.

15. Indemnities.

15.1. General Indemnity. Contractor will defend, save, hold harmless and indemnify a Purchasing Entity and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, settlements, costs and expenses, including attorneys' fees, of any nature whatsoever resulting from, arising directly from negligent act(s), error(s), or omission(s), or willful misconduct of the Contractor, its employees, and agents relating to its performance under this PA.

15.2. Infringement Indemnity. Contractor will, at Contractor's sole expense, defend, save, hold harmless and indemnify Purchasing Entities and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against any and all costs, damages, settlements, attorneys' fees, and any and all costs incurred in any settlement negotiation or final settlement agreement resulting from, relating to, or arising out of a claim that any aspect of the Goods or Products or Services furnished under a Purchase Order infringes a patent, utility model, industrial design, copyright, mask work, trademark, trade dress, or any other legally intellectual property right of any third party ("**Intellectual Property Rights**")

15.2.1. If Contractor believes at any time that the Goods, Products, or Services infringe a third party's Intellectual Property Rights, Contractor may upon receipt of Purchasing Entity's prior written consent, which Purchasing Entity will not unreasonably withhold, (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for Purchasing Entity the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the Goods or Products continue to function in material conformance with the specifications set forth in this PA. If achievement of the foregoing is not commercially reasonable, Contractor may, in its sole discretion, terminate the affected Service, without liability of either party to the other for such termination, except for Purchasing Entity's obligation to pay all charges for the affected Goods, Products, or Services incurred up

to the time of such termination, and Contractor's obligation to return to Purchasing Entity any amounts pre-paid for Services which were not rendered.

15.2.2. Contractor will not be liable under this Section for any claim for infringement based solely on (a) Purchasing Entity's modification of the Goods or Products, (b) Use of the Goods or Products not authorized by Contractor, or (c) the negligent or willful misconduct of Purchasing Entity and/or its respective employees, officers, and agents.

15.2.3. This Section 15 provides the remedies of Purchasing Entity, in connection with any third party claim, action, suit or other demand asserted against Purchasing Entity which asserts infringement or misappropriation of such third party's intellectual property rights or is otherwise described in this Section

16. Control of Defense and Settlement. Contractor's obligation to indemnify Purchasing Entity as set forth in Section 15 of these Oregon Terms, is conditioned on Purchasing Entity providing to Contractor prompt notification of any claim or potential claim of which Purchasing Entity becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 15; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any Purchasing Entity, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the prior written approval of the Attorney General. The State of Oregon may, at its election, assume its own defense and settlement in the event that the State of Oregon determines that (a) Contractor is prohibited from defending the State of Oregon, (b) is not adequately defending the State of Oregon's interests, or (c) that an important governmental principle is at issue and the State of Oregon desires to assume its own defense. The State of Oregon will assume the costs and expenses of its own defense under subsection (a)-(c) of the foregoing sentence.

17. Events of Default.

17.1. Default by Contractor under PA. Contractor will be in default under this PA if:

17.1.1. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings which are not dismissed within sixty (60) Calendar Days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

17.1.2. Contractor commits any material breach of any covenant, warranty, obligation or certification under this PA, or fails to provide the Goods or Products or to perform the Services in conformance with the specifications and warranties provided in this PA, and such breach or default is not cured within thirty (30) Business Days after delivery of Participating Entity's notice or such longer period as the Participating Entity may specify in such notice.

17.2. Default by Contractor under a Purchase Order. Contractor will be in default under a Purchase Order if:

17.2.1. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings which are not dismissed within sixty (60) Calendar Days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

17.2.2. Contractor commits any material breach of any covenant, warranty, obligation or certification under the applicable Purchase Order, or fails to provide the Goods or Products or to perform the Services in conformance with the specifications and warranties provided pursuant to the applicable Purchase Order, and such breach or default is not cured within 30 Business Days after the effective date of delivery of Purchasing Entity's notice or such longer period as Purchasing Entity may specify.

17.3. Default by Purchasing Entity. Purchasing Entity will be in default under this PA if:

17.3.1. Purchasing Entity fails to pay Contractor any amount pursuant to the terms of this PA, and Purchasing Entity fails to cure such failure within 30 Business Days after the effective date of delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or

17.3.2. Purchasing Entity commits any material breach or default of any covenant, warranty, or obligation under this PA, fails to perform its commitments under this PA within the time specified or any extension thereof, and Purchasing Entity fails to cure such failure within 30 Business Days after the effective date of delivery of Contractor's notice or such longer period as Contractor may specify in such notice.

18. <u>Remedies for Default</u>.

18.1. Participating Entity's Remedies. In the event Contractor is in default under Section 17 of these Oregon Terms, Participating Entity may at its option, pursue any or all of the remedies available to it under this PA and at law or in equity, including, without limitation:

18.1.1. Terminate the PA in accordance with Section 19 of these Oregon Terms;

18.1.2. With respect to a breach of Section 17, (a) exercise the right of set-off, and withholding amounts due and owing to Contractor, in an amount equal to the Purchasing Entity's setoff right, without penalty and (b) initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. In no event shall Contractor be liable for any special, indirect, or consequential damages arising out of this PA. This limitation on liability shall not apply to Contractor's indemnification obligations and its confidentiality obligations as described in this PA; and

18.1.3. Exercise any or all of the tax compliance remedies set forth in Section 13 above of these Oregon Terms.

18.2. Purchasing Entity Remedies. In the event Contractor is in default of a Purchase Order under Section 17 of these Oregon Terms, the Purchasing Entity to the applicable Purchase Order may at its option, pursue any or all of the remedies available to it under the PA and at law or in equity, including, without limitation:

18.2.1. Termination of the applicable Purchase Order;

18.2.2. Withholding or offsetting payment for erroneous invoices for the Services that Contractor is obligated but has failed to perform in accordance with this PA, including warranties in Section 11;

18.2.3. Exercise of its right of setoff against the compensation invoiced and due to Contractor under the applicable Purchase Order;

18.2.4. With respect to a breach of Section 17, (a) exercise the right of set-off, and withholding amounts due and owing to Contractor, in an amount equal to the Purchasing Entity's setoff right, without penalty and (b) initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. In no event shall Contractor be liable for any special, indirect, or consequential damages arising out of this PA. This limitation on liability shall not apply to Contractor's indemnification obligations and its confidentiality obligations as described in this PA; and

18.2.5. Exercise any or all of the tax compliance remedies set forth in Section 13 above of these Oregon Terms.

18.3. Remedies Not Exclusive. The remedies afforded to the Participating Entity and Participating Entities as set forth in this Section 18, as applicable, above of these Oregon Terms are cumulative to the extent the remedies are not inconsistent and each of them, or both of them, may pursue any of their respective remedies singly, collectively, successively or in any order whatsoever.

18.3.1. If it is determined for any reason that Contractor was not in default under Section 17 above of these Oregon Terms, the rights and obligations of the Contractor and Participating

Entity will be the same as if the PA was terminated pursuant to Section 19 below of these Oregon Terms.

18.3.2. If it is determined for any reason that Contractor was not in default of a Purchase Order under Section 17 above of these Oregon Terms, the rights and obligations of the Contractor and Purchasing Entity will be the same as if the Purchase Order was terminated pursuant to Section 20 below of these Oregon Terms.

18.4. Contractor Remedies. In the event a Purchasing Entity terminates a Purchase Order pursuant to Section 20 below of these Oregon Terms, Contractor's sole monetary remedy for the termination will be a claim for any unpaid invoices for the Goods or Products or Services completed, delivered and Accepted. Contractor expressly waives early termination fees, if any, provided Purchasing Entity returns all device(s) to Contractor within thirty (30) Calendar Days of the date of purchase or such other date as agreed to by the parties. If previous amounts paid to Contractor exceed the amount due to Contractor under this section, Contractor shall promptly pay any excess to Purchasing Entity after receipt of written demand. Nothing herein limits the Purchasing Entity's obligation to repay; or the Contractor's ability to demand or recover, any promotional incentive(s) (such as additional service discounts, credits, waived fees, device subsidies, or other offers) if the Purchasing Entity does not fulfill the terms or conditions necessary in order to receive the promotional incentive(s).

19. <u>Term and Termination of PA</u>.

19.1. Term of PA. The term of this Participating Addendum shall be co-terminus with the NASPO ValuePoint Master Agreement MA-152. This PA remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this PA in accordance with its terms.

19.2. Termination of PA.

19.2.1. Participating Entity and Contractor may agree to terminate this PA upon at least 30 calendar days prior written agreement.
19.2.2. Participating Entity may terminate this PA, in whole or in part, at any time upon thirty (30) days prior written notice to Contractor.
19.2.3. Participating Entity may also terminate this PA , in whole or in part, immediately upon written notice to Contractor, or at such later date as Participating Entity may establish in such notice, for any reason, or upon the occurrence of any of the following events:

19.2.3.1. Participating Entity fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Goods or Products or Services to be purchased under the PA ; or

19.2.3.2. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of Goods or Products or Services, or both under this PA are prohibited or the Participating Entity is prohibited from paying for such Goods or Products or Services from the planned funding source; or

19.2.3.3. Contractor is in breach of this PA under Section 17 above of these Oregon Terms.

19.3. Stop Performance Upon Termination. Upon receipt of written notice of termination, Contractor will stop performance under all Purchase Orders as directed by Participating Entity.
19.4. Remedies Not Exclusive. Termination under any provision of this PA does not extinguish or prejudice the Participating Entity's right to enforce this PA or a Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the Participating Entity to indemnification by Contractor. If this PA, is so terminated, the Participating Entity will pay Contractor in accordance with the terms of this PA.

20. <u>Term and Termination of Individual Purchase Orders</u>.

20.1. Term of Individual Purchase Orders. An Individual Purchase Order will remain in effect until the expiration or termination of the Purchase Order in accordance with its terms.

20.2. Termination of a Purchase Order.

20.2.1. Any Purchase Order may be terminated at any time by mutual written consent of Purchasing Entity and Contractor.
20.2.2. Any Purchasing Entity may, at its sole discretion, terminate, in whole or in part, any Purchase Order such Purchasing Entity has entered into with Contractor upon 30 calendar days prior written notice to Contractor. The termination or expiration of the Master Agreement or Oregon Participating Addendum shall in no way relieve any individual entity from its obligations to any product.
20.2.3. Any Purchasing Entity may terminate in whole or in part, any Purchase Order such Purchasing Entity has entered into with Contractor immediately upon written notice to Contractor, or at such later date as Purchasing Entity may establish in such notice, upon the occurrence of any of the following events:

20.2.3.1. Purchasing Entity fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for the Goods or Products or Services, or both, to be purchased under a Purchase Order;
20.2.3.2. Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of Goods or Products or Services, or both, under a Purchase Order is prohibited or Purchasing Entity is prohibited from paying for such Goods or Products or Services, or both, from the planned funding source; or
20.2.3.3. Contractor commits any material breach of the Purchase Order and fails to cure the breach within thirty (30) days of written notice by the Purchasing Entity.

20.2.4. Contractor may terminate a Purchase Order if a Purchasing Entity is in default under Section 17 of these Oregon Terms.

20.3. Effect of Termination of a Purchase Order. Upon receipt of written notice of termination of a Purchase Order, Contractor will stop performance under such Purchase Order as directed by the Purchasing Entity.

20.4. Remedies Not Exclusive Termination of a Purchase Order does not extinguish or prejudice a Purchasing Entity's right to enforce the applicable Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the Purchasing Entity to indemnification by Contractor. In addition, termination of a Purchase Order does not extinguish or prejudice Purchasing Entity's right to enforce any other rights or remedies it has under the applicable Purchase Order. If Purchase Order is so terminated, the Purchasing Entity will pay Contractor in accordance with the terms of the Purchase Order for Goods or Products delivered or Services performed and Accepted by Purchasing Entity, or both, up to the time of any breach by Contractor.

21. <u>Limitation of Liability</u>.

21.1. To Participating Entity (DAS PS):

21.1.1. EXCEPT FOR CONTRACTOR'S LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 15.1 , GENERAL INDEMNITY, (ii) SECTION 15.2 IP INDEMNITY, (iii) SECTION 9, CONFIDENTIAL INFORMATION OR (vi) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PERSONAL

PROPERTY ARISING FROM THE NEGLIGENCE, RECKLESS MISCONDUCT, OR INTENTIONAL ACTS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS, CONTRACTOR'S LIABILITY TO PARTICIPATING ENTITY FOR DAMAGES FOR ANY OTHER CAUSE WHATSOEVER IS LIMITED TO $50,000.

21.1.2. NEITHER CONTRACTOR NOR PARTICIPATING ENTITY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

21.2. To Purchasing Entity:

21.2.1. EXCEPT FOR CONTRACTOR'S LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 15.1 , GENERAL INDEMNITY, (ii) SECTION 15.2 IP INDEMNITY, (iii) SECTION 9, CONFIDENTIAL INFORMATION, OR (vi) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PERSONAL PROPERTY ARISING FROM THE NEGLIGENCE, RECKLESS MISCONDUCT, OR INTENTIONAL ACTS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS, CONTRACTOR'S LIABILITY TO PURCHASING ENTITY FOR DAMAGES FOR ANY OTHER CAUSE WHATSOEVER IS LIMITED TO TWO AND ONE-HALF TIMES THE TOTAL FEES PAYABLE BY THE PURCHASING ENTITY UNDER THE APPLICABLE PURCHASE ORDER.

21.2.2. NEITHER CONTRACTOR NOR PURCHASING ENTITY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

21.3. To Contractor:

21.3.1. ANY PURCHASE ORDER ENTERED INTO BY CONTRACTOR AND A STATE AGENCY FOR A LEASE OR FINANCING AGREEMENT SHALL BE VOID AND THE STATE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY SUCH LEASE.

21.3.2. Nothing in this PA or in any Purchase Order may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

22. Recycled Products. Contractor will use, to the maximum extent economically feasible in the performance of this Purchase Order, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

23. Notices.

23.1. To Purchasing Entity. Any formal communications between Contractor and a Purchasing Entity or notices to be made under a Purchase Order shall be given in writing to the person and address indicated in the Purchase Order pursuant to which the applicable Purchase Order was formed.

23.2. To Participating Entity. Any formal communications between Contractor and Participating Entity or notices to be made under the PA shall be given to the Contract Administrator identified in Section 22.3 of the PA:

23.3. To Contractor. All formal communications or notices required to be given between Contractor and Purchasing Entity under a Purchase Order, or between Contractor and Participating Entity under the PA, shall be given to the following person and address:

Name: Doug Robertson
Title: Senior Manager, Contract Management
Address: 115505 Sand Canyon
Bldg D,Irvine,CA

Phone: (949) 246-8700
Email: doug.robertson@verizonwireless.com

23.4. Means and Effective Date of Delivery. All such communications and notices shall be delivered and made effective as follows:

23.4.1. via U.S. Postal Services, postage pre-paid, shall be effective 5 Business Days after mailing;
23.4.2. via personal delivery shall be effective upon actual delivery;
23.4.3. via express parcel or other express commercial carrier, fees pre-paid, shall be effective upon receipt from such carrier.

24. Governing Law. This PA and any and all Purchase Orders are governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

25. Jurisdiction and Venue.

25.1. Participating Entity and State Agency Purchasing Entities. Any claim, action, suit or proceeding (individually and collectively, "**Claims**") between Contractor and the Participating Entity, or between Contractor and any Purchasing Entity that is a State Agency, that arises from or relates, as applicable, to this PA or a Purchase Order, or both, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF A PURCHASE ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity based on the eleventh amendment to the Constitution of the United States or otherwise, with respect to any Claim, whether brought under State or Federal law, or in State or Federal Court.

25.2. ORCPP Members. Any Claims between Contractor and a Purchasing Entity that is an ORCPP Member ("**ORCPP Purchasing Entity**") that arise from or are related to individual a Purchase Orders will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such ORCPP Purchasing Entity resides or has its principal office, or at such ORCPP Purchasing Entity's option, within such other county as the ORCPP Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claims must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF A PURCHASE ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

26. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this PA, Contractor will promptly provide to the Oregon Department

of Revenue all information required by that Department relative to the PA. A Purchasing Entity may withhold final payment under a Purchase Order until Contractor has provided the Oregon Department of Revenue with the required information.

27. Independent Contractor. Contractor shall act at all times as an independent contractor and not as an agent or employee of a Purchasing Entity or the Participating Entity. Contractor has no right or authority to incur or create any obligation for or legally bind Purchasing Entity or the Participating Entity in any way. Contractor is not an "officer", "employee", or "agent" of any Purchasing Entity or the Participating Entity (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither Contractor, Purchasing Entity, nor the Participating Entity shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

28. Access to Records. Contractor will maintain all billing records relating to any and all Purchase Orders and the PA, in accordance with generally accepted accounting principles and will maintain any other records relating to Purchase Orders and the PA in such a manner as to clearly document Contractor's performance thereunder. The Participating Entity, on behalf of itself and any and all Purchasing Entities, and its respective agents, the Oregon Secretary of State Audits Division, and their duly authorized representatives will have access to such billing records and to all other relevant books, documents, papers, plans and writings of Contractor which relate to any Purchase Order or the PA and have the right to perform examinations and audits and make excerpts and transcripts reasonably necessary to perform such examinations and audits. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon. Contractor will retain and keep accessible all such billing records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law following final payment and termination of this PA, or until the conclusion of any audit, controversy or litigation arising out of or related to the PA, whichever date is later.

29. Severability. If any term or provision of the PA or any Purchase Order is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if, and as applicable, the PA or the Purchase Order did not contain the particular term or provision held to be invalid.

30. Survival. Any terms, as applicable, of the PA or a Purchase Order, which by their nature are intended to survive termination or expiration, including but not limited to warranty, indemnification, access to records, lease payment obligations, governing law, venue, consent to jurisdiction, termination and remedies provisions, survive the termination or expiration of, as applicable, the PA or applicable Purchase Order.

31. Insurance. Within ten (10) calendar days of the Effective Date of the PA, Contractor must provide insurance as set forth on Exhibit No. 6 to the PA. No Purchase Order may be placed or accepted and no Purchase Order shall be formed until proof is provided that these requirements have been met.

32. Anticipated Amendments. Contractor and Participating Entity may need to amend the PA to modify selected terms, conditions, and price(s). The PA may be modified by written document only. No amendment shall be effective until signed by Contractor and Participating Entity and all approvals required by law have been obtained in writing.

33. Subcontracts and Assignment. Contractor must not enter into any subcontracts for any of the Services required by this PA or assign or transfer any of its interest in this PA without the Participating Entity's prior written consent. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of the Participating Entity prior to or at the time of Contractor's request for consent. In

addition to any other provisions Participating Entity may require, Contractor must include in any permitted subcontract a requirement that the subcontractor be bound by the relevant provisions of the PA, including but not limited to requirements of performance, indemnification, and liability, as if subcontractor were Contractor. Participating Entity's consent to any subcontract will not relieve Contractor of any of its duties or obligations under the PA or any Purchase Order.

34. Successors and Assigns. The provisions of, as applicable, the PA or any and all Purchase Orders, will be binding upon and will inure to the benefit of the parties thereto and their respective successors and permitted assigns, if any.

35. Intended Beneficiaries. Contractor and Participating Entity are the only parties to the PA and are the only parties entitled to enforce its terms. Nothing in the PA gives, is intended to give, or may be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name therein and expressly described as intended beneficiaries of the terms of this PA. Purchasing Entities are intended beneficiaries of this PA.

36. Headings. The headings in these Oregon Terms are included only for convenience and do not control or affect the meaning or construction of this PA.

Verizon

EXHIBIT No. 2

GOODS, PRODUCTS AND SERVICES

Category 1:

All products and services as set forth in the Master Agreement Category 1, as amended from time to time, may be acquired under this PA.

Category 2:

All products and services as set forth in the Master Agreement Category 2, as amended from time to time, may be acquired under this PA.

Category 3:

For Non-State Agencies: The limitations to Category 3 Products and Services that apply to State agencies as listed below under "For State Agencies ONLY" do not apply to non-State Agency Purchasing Entities. Non-state Agency purchasing entities may acquire all products under Category 3 subject to the purchasing entities statutes, rules, ordinances, policies and procedures.

For State Agencies ONLY: Only the following products and services from the Master Agreement Category 3 listed below or as may be later added to this PA pursuant to the process set forth in Exhibit 2 may be acquired under this PA. The following products and services are subject to the terms and conditions of this PA and the attached end user license agreements as modified below. No other terms or conditions apply.

All Verizon Products

MaaS360

NetMotion

MobileIron

State of Oregon Wireless Data, Voice and Accessories Product Add Request Form

This form is intended to help the state effectively evaluate the addition of new services to the existing agreements. This form is to be completed in it's entirety and submitted by one of our three vendors: Verizon, AT&T or T-Mobile. Incomplete or incorrectly completed forms will be rejected.

Date:_____

Attention _____, Contract Administrator State of Oregon Procurement Services.

State of Oregon Participating Addendum # _____based on NASPO ValuePoint Master

Service Agreement with _____("Contractor").

Action Requested:

Vendor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Oregon Participating Addendum. Vendor is responsible for all the information below and may need to work with or assist agency in completing any initial steps.

NASPO Action Log is attached proving this product has been added the master agreement: ☐

Authorized Purchaser: Provide name and contact information of the Authorized Purchaser organization that intends to acquire this product:

Organization Name: Contact Name: Contact Email Address:

PRODUCT NAME:

PRODUCT OVERVIEW:

Provide a summary of the product you are requesting to add. Attach any product brief to this document.

Describe how the product falls with the Scope of the Oregon's Participating Addendum:

State of Oregon Wireless Data, Voice and Accessories Product Add Request Form

NEW PRODUCT TERMS AND CONDITIONS.

Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Additional Terms and Conditions for this product are attached in their entirety? ☐

COST

Cost matrix to include NASPO ValuePoint contract pricing has been attached? ☐

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master

Agreement Contractor and not by any third party.

APPROVAL:
Upon submission, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that the State of Oregon reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. The State of Oregon also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of the State of Oregon.
Upon submission of this form the State of Oregon will evaluate and determine if the addition of the product(s) and/or service(s) are consistent with it's interests.

Vendor Representative Name: _____

Title/Position: _____

Email Address: _____

Phone Number: _____

EXHIBIT No. 3
VENDOR COLLECTED ADMINISTRATIVE FEE (See PA Section 5) AND VOLUME SALES REPORT TEMPLATE in Excel

EXHIBIT No. 4

PURCHASE ORDER FORM

	STATE OF OREGON	**PURCHASE ORDER (PO) NO.**	**PAGE #**
Purchasing Entity's Authorized Representative	**Purchase Order Date**	**Requisition No.**	
Contractor Name and Address		**Purchasing Entity's Invoicing Address**	
Contractor FEIN	**Price Agreement number**	**Purchasing Entity's Authorized Representative Email Address**	
Deliver to Address		**Purchasing Entity's Authorized Representative Phone and Fax Number**	
		Delivery Schedule or Delivery Date	

Item	Description	Quantity	U/M	Unit Price	Net Price
				Sub Total	
				Freight	
				Total	

This Purchase Order is subject to Master Agreement MA-152 and PA #1662. The terms and conditions contained in the PA apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.

Purchasing Entity's Authorized Representative to Make Purchase
DATE

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EXHIBIT 5

PERFORMANCE STANDARDS AND METRICS

Performance Objective	Performance Standard	Performance Levels	Method Of Measurement
GENERAL PERFORMANCE METRICS AND STANDARDS:			
PM#3301: The State of Oregon desires to work with Contractors who support the State's and Purchasing Entity's data initiatives and operational practices.	Contractor submissions are made without need for revision and in the format established by the VSR template on time.	Exceeds Expectations: On-time and without revision for last 4 quarters Satisfactory: On-time and without revision for last quarter Unsatisfactory: Not on time, or required revision last quarter	Contractor management reviews VSR submissions with DAS-Procurement Services. If report is submitted on-time *and* using template format *and* does not require resubmission then status is Satisfactory, if not then status is Unsatisfactory. If Contractor receives four concurrent Satisfactory statuses Contractor is upgraded to Exceeds Expectations.
PM#4101: The State of Oregon desires its Purchasing Entities to have positive experiences when working with Basecamp Contractors.	Contractors maintain a Net Promotor Score of 40 or higher.	Exceeds Expectations: $x \geq 55$ Satisfactory: $40 \leq x \leq 55$ Unsatisfactory: $x < 40$	**Calculation**: Y = Percentage of Promoters – Percentage of Detractors *Figures are rounded to the nearest integer.* **Where**: A Promoter is a respondent who responded with a score of 9 or 10 A Detractor is a respondent who responded with a score between 1 and 6. **Sample Survey Question**: "Would you recommend the products/services of [VENDOR NAME] to a colleague or a public organization?" on a scale of 1-10;
PM#4102: The State of Oregon desires Purchasing Entities to see the Basecamp Catalog and its price agreements are of the highest quality.	Contractors maintain a mean score of 3 out of 5	Exceeds Expectations: $x > 4.0$ Satisfactory: $3.0 \geq x < 4.0$ Unsatisfactory: $x < 3.0$	**Calculation**: Y = Mean response value over a rolling 4 periods *Figures are rounded to the nearest single decimal place.* **Sample Survey Question**: "In thinking about your most recent purchase with [Contractor], how was the quality of the product or service you received?" using a 5 point semantic differential scale (1: Bad through 5: Good)

PM#4301: The State of Oregon desires Contractors who are able to respond to and react to Purchasing Entity requests.	More than 80% of issues raised to the Basecamp program are resolved in a manner that is acceptable to the Purchasing Entity.	Exceeds Expectations: $x \geq 90\%$ Satisfactory: $80\% \leq x < 90\%$ Unsatisfactory: $x < 80\%$	**Calculation**: Y = Percent of responses that are greater than or equal to 3 – Percent of responses that are less than 3 *Figures are rounded to the nearest whole percentage point.* **Sample Survey Question:** "Thinking about your recent issue, please indicate your level of acceptability as it relates to the resolution?" using a 5 point semantic differential scale (1: Unacceptable through 5: Acceptable)
PM#1303: The State of Oregon desires an agreement in which Purchasing Entities are given upfront and transparent prices, both before the engagement begins and on the invoice before they make payment.	All (100%) reviewed invoices detail prices, quantities, and total by line-item. For services this includes rates, positions, and hours as applicable.	Exceeds Expectations: $x = 100\%$ Satisfactory: $95\% \leq x < 100\%$ Unsatisfactory: $x < 95\%$	**Calculation:** Percent of quotes with corresponding invoices that detail costs broken down by item or service including all deliverables. *Figures are rounded to the nearest whole percentage point.*
PM#4103: The State of Oregon desires Contractors to price their products and services competitively and show they provide value.	Contractors maintain a mean score of 3.5 out of 5	Exceeds Expectations: $x \geq 4.5$ Satisfactory: $3.5 \leq x < 4.5$ Unsatisfactory: $x < 3.5$	**Calculation:** Y = Mean response value over a rolling 4 periods *Figures are rounded to the nearest single decimal place.* **Sample Survey Question:** "Please rate your level of agreement when thinking about your most recent purchase with [CONTRACTOR]: Our organization received value for the money." (1: Strongly Disagree, 2: Disagree, 3: Neither Agree nor Disagree, 4: Agree, 5: Strongly Agree)
PM#4104: The State of Oregon desires its Contractors to provide high quality, skilled, and customer service oriented key persons to participate on Purchasing Entities' contracts.	Contractors maintain a mean score of 3 out of 5	Exceeds Expectations: $x \geq 4.0$ Satisfactory: $3.0 \leq x < 4.0$ Unsatisfactory: $x < 3.0$	**Calculation:** Y = Mean response value over a rolling 4 periods *Figures are rounded to the nearest single decimal place.* **Sample Survey Question:** "In thinking about your most recent purchase with [CONTRACTOR], please rate the satisfaction with the persons employed by [CONTRACTOR]?" (1: Unsatisfied through 5: Satisfied)

PM#4302: The State of Oregon desires to work with Contractors who provide timely response to Purchasing Entities' requests	Purchasing Partners generally receive a response within 2 business days of a request as indicated by a response of greater than 3 out of 5.	Exceeds Expectations: $x \geq 4.0$ Satisfactory: $3.0 < x < 4.0$ Unsatisfactory: $x \leq 3.0$	**Calculation:** Y = Mean response value over a rolling 4 periods *Figures are rounded to the nearest single decimal place.* **Sample Survey Question:** "When making a request about project related work, submitting a ticket, or reporting a problem, staff from [COMPANY] generally respond within 2 business days" (99: Too Early to Measure 1: Never, 5: Always)

SPECIFIC METRICS AND PERFORMANCE STANDARDS FOR THIS PA:			
Performance Objective	**Performance Standard**	**Performance Levels**	**Method Of Measurement**
PM#3303: The State of Oregon desires to work with Contractors who provide quality work when they estimate work will be completed	On average, deliverables are submitted when they are due	Exceeds Expectations: $x < -1.0$ Satisfactory: $-1.0 \leq x \leq 0.0$ Unsatisfactory: $x > 0.0$	**Calculation:** Y = Mean of: (Deliverable submission date – Deliverable due date) In number of days *Figures are rounded to the nearest single decimal place*
IaaS/PaaS: PM#3101: The State of Oregon desires to work with vendors who provide the ability to Purchasing Entities to utilize systems 24/7/365 days a year.	Systems Utilized by the State of Oregon for Infrastructure and Platform Services have a measured system availability of 99.95%	Exceeds Expectations: $\geq 99.99\%$ Satisfactory: $99.95\% \leq x < 99.99\%$ Unsatisfactory: <99.95%	Y = (Agreed Service Time (in minutes) – Amount of recorded downtime (in minutes)) / Agreed Service Time (in minutes) Agreed Service Time is defined as total minutes within review period minus scheduled maintenance. *Figures are rounded three decimal places*
IaaS/PaaS: PM#3102: The State of Oregon desires stable and reliable systems and services with short downtimes.	Providers utilized by the State of Oregon will on average see service disruptions last no more than 60 Minutes.	Exceeds Expectations: $\leq 30.0\ minutes$ Satisfactory: $30.0\ minutes < x \leq 60.0\ minutes$ Unsatisfactory: $> 60\ minutes$	Y = (Sum of the date/time of service restoration – the date/time of service degradation) / Total number of degradation events *Figures are rounded to the nearest single decimal place*
SaaS: PM#5101: The State of Oregon desires our Purchasing Entities to have confidence that vendors provide timely solution delivery.	Contracted SaaS providers deliver licenses to customers within 2 business days of an order being placed.	Exceeds Expectations: ≤ 1.0 Satisfactory: $1.0 < x \leq 2.0$ Unsatisfactory: >2.0	Y= The Sum of the (date delivered – the date of purchase) / number of orders delivered.

NON-CORE MEASUREMENTS RECORDED BY BASECAMP:			
Performance Objective	**Performance Standard**	**Performance Levels**	**Method of Measurement**
PM#9901: The State wants visibility into the utilization of its price agreements.	NON-CORE: No Defined Standard		Calculated as the count of agencies and Purchasing Entities over the life of the agreement.
PM#9902: The State wants visibility into the utilization of its price agreements.	NON-CORE: No Defined Standard		Calculated as the count of engagements over the life of the agreement.
PM#9903: The State of Oregon wants visibility on the utilization of its price agreements.	NON-CORE: No Defined Standard		Calculated as the total dollars expended over the life of the price agreement.
PM#9904: The State of Oregon desires to partner with and promote firms who hold Certification from the Office of Business Inclusion and Diversity (http://www.oregon4biz.com/How-We-Can-Help/COBID/) Basecamp also wishes to extend opportunities to firms who are certified in other states or by a federal entity in certifications of Minority, Women, Emerging/Small, and/or Disadvantaged Business enterprises. (Noted with an asterisk)	NON-CORE: No Defined Standard		Flag: • Oregon Certified: Certified in the State of Oregon • Other Certified: [Listed certifications] • Not Certified

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EXHIBIT No. 6

INSURANCE

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit No. 6 prior to performing under this PA and any Purchase Order and shall maintain it in full force and at its own expense throughout the duration of this PA, as required by any extended reporting period or tail coverage requirements and all warranty periods which apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS PS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional liability and Workers' Compensation. Contractor shall pay all deductibles, self-insured retention and self-insurance, if any.

1. **WORKERS' COMPENSATION INSURANCE**. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must also ensure that each of its approved subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits $500,000 each accident./disease/policy limit If Contractor is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits of $500,000 each accident/disease/policy limit.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE**. Contractor must obtain and maintain, at its own expense, for the duration of this PA and any Purchase Order, commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are reasonably satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of $2,000,000 per occurrence and $2,000,000 general aggregate.

3. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Contractor must obtain, at Contractor's expense, and keep in effect during the term of this PA and any Purchase Order, Commercial Automobile Liability Insurance covering Contractor's business use of all owned, non-owned, or hired vehicles with a combined single limit of $1,000,000 combined single limit each accident for bodily injury and property damage.

4. TELECOMMUNICATIONS, MEDIA & TECHNOLOGY ERRORS & OMISSIONS INCLUDING NETWORK SECURITY AND PRIVACY LIABILITY: Contractor shall provide telecommunications, media & technology errors & omissions insurance including network security and privacy liability insurance for the duration of the PA and for the period of time in which Contractor maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a limit of $5,000,000 per claim and aggregate. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Purchasing Entity or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format,

including coverage for accidental loss, theft, unauthorized disclosure access or use of Purchasing Entity data.

5. **ADDITIONAL INSUREDS**. All liability insurance, except for Workers' Compensation and Employer's Liability, and Errors & Omissions, Network Security and Privacy Liability (if applicable), required under this PA must include the State of Oregon, its officers employees and **agents** as Additional Insureds as their interest may appear under this Agreement, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this PA. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Blanket Additional Insured endorsements with respect to liability arising out of your ongoing operations and completed operations must be at least equivalent to ISO Forms. CG 20 10 07 04 and the Additional Insured endorsement with respect to completed operations must be at least equivalent manuscript documentation to ISO Form CG 20 37 07 04. The Contractor shall provide the State of Oregon with copies of the Blanket Additional Insured, Blanket Primary and Non-Contributory and Blanket Waiver of Subrogation endorsements evidencing coverage with respect to this Agreement.

6. TAIL COVERAGE: If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this PA, for a minimum of 24 months following the later of (i) Contractor's completion and Purchasing Entity's acceptance of all Services required under this PA or any Purchase Order , or, (ii) Purchasing Entity or Contractor termination of this PA or any Purchase Order, or, iii) The expiration of all warranty periods provided under this PA or any Purchase Order.

7. **NOTICE OF CANCELLATION OR CHANGE.** Contractor must provide at least 30 days' written notice to DAS PS before cancellation of the required insurance coverage(s).

8. **CERTIFICATES OF INSURANCE.** Contractor shall provide to DAS PS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this PA. The Certificate(s) shall evidence the State of Oregon, its officers and employees as a Certificate holder and Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this PA.

9. **INSURANCE REQUIREMENT REVIEW:** Contractor agrees to periodic review of insurance requirements by DAS PS under this PA and to provide updated requirements as mutually agreed upon by Contractor and DAS PS.

10. **STATE ACCEPTANCE:** All insurance providers are subject to DAS PS acceptance. Upon prior written request and at times agreed upon by both parties the Contractor will make its policies available for review by the State at a local Verizon office in the presence of a Verizon representative. Upon completion of the review no copies will be made, and all policies will be returned to the Contractor's Corporate Risk Management Department in Basking Ridge New Jersey by the local Verizon Staff.

EXHIBIT 7

INFORMATION SECURITY

In addition to Contractor's information security, data security, and data privacy policies found at : https://www.verizon.com/about/privacy/ which are incorporated herein, Contractor shall comply with the following information security policies and standards and security provisions.

PART I-OREGON INFORMATION SECURITY POLICIES AND STANDARDS

Where applicable, Contractor shall comply with the following security policies and standards, as may be updated from time to time:

- State of Oregon Information Technology and Security Policies: http://www.oregon.gov/das/Pages/policies.aspx#IT
- State of Oregon Statewide Security Standards:

  https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf

- NIST SP 800-53 (r4) https://csrc.nist.gov/publications/detail/sp/800-53/rev-4/final

- ISO/IEC 27001:2013 https://www.iso.org/standard/54534.html

- Code of Federal Regulations https://www.govinfo.gov/content/pkg/CFR-2019-title47-vol2/pdf/CFR-2019-title47-vol2-part20.pdf
- The HIPAA Security Rule set forth at 45 CFR Part 160 and Subparts A and C of Part 164 (as applicable);
- The United States Department of Justice, Federal Bureau of Investigation's Criminal Justice Information Services Security Policy, Version 5.6 or current (the "CJIS Security Policy), including, where applicable, signature on the FBI's CJIS Security Addendum in the form set forth in the CJIS Security Policy;
- The Family Educational Rights and Privacy Act of 1974, as amended;
- Section 6103 of the Internal Revenue Code and guidance issued by the Internal Revenue Service with respect to compliance thereof, including IRS Publication 1075 or its replacement, as amended from time to time; and
- Any other laws, rules, regulations or other legal authority set forth elsewhere in this PA or in a Contract.

PART II- STATE OF OREGON SECURITY PROVISIONS

In addition to the security policies and standards set forth above, Contractor shall comply with the following security provisions, as applicable to the Products and Services:

1. DEFINITIONS

Defined terms herein have the meanings set forth in the PA unless they are also defined separately in these Information Security Provisions, in which case the meanings defined herein will prevail.

"Breach of Security" means (a) an unauthorized acquisition of computerized data that materially compromises the security, confidentiality or integrity of personal information that a person maintains or possesses.

(b) "Breach of security" does not include an inadvertent acquisition of personal information by a person or the person's employee or agent if the personal information is not used in violation of applicable law or in a manner that harms or poses an actual threat to the security, confidentiality or integrity of the personal information.

"Internet-facing System" means the equipment or a device capable of communicating by means of the internet through a modem or other device using an applicable data protocol, such as TCP/IP or similar communications protocol.

"PCI Data" includes all credit card and account information protected under PCI Security Standards.

"PCI Security Standards" are the payment card industry security standards developed and managed by the PCI SSC, including the PCI Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS), and PIN Transaction Security (PTS) requirements.

"PCI SSC" means the PCI (Payment Card Industry) Security Standards Council.

"Personal Information" Includes all information defined as "Personal Information" under the Oregon Consumer Information Protection Act and also includes any information provided to Contractor by or at the direction of the Purchasing Entity, information which is created or obtained by Contractor on behalf of the Purchasing Entity, or information to which access was provided to Contractor by or at the direction of the Purchasing Entity, in the course of Contractor's performance under this PA or Purchase Order that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, social security numbers and other unique identifiers); (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers); or (iii) a financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password that would permit access to an individual's financial account.

"Purchasing Entity Network" means the Purchasing Entity's computer systems and data processing capabilities, programs, data storage and communication capabilities, and all related equipment and devices, including any public Wi-Fi or other network provided to the Purchasing Entity's customers, tenants and guests.

"Purchasing Entity Business Service" means any service, including without limitation any transportation, merchandising, property, leasing, shipping, or trade service that the Purchasing Entity makes available to its customers, prospects and/or users, including without limitation through web sites, desktops, email, wireless devices, or from any other communications channel or other medium developed, owned, licensed, operated, hosted, or otherwise controlled by or on behalf of the Purchasing Entity.

"Protected Purchasing Entity Information" means all non-public data and information, in written or other tangible form and in electronic or non-tangible form, whether or not designated as confidential, which is provided by the Purchasing Entity to the Contractor or which the Contractor obtains as a result of performing this PA or Purchase Order, including without limitation: (a) all proprietary information of the Purchasing Entity; (b) all information secured physically or logically through encryption or other technology; (c) all individual information, including name, address, email address, passwords, account numbers, financial information, demographic data, marketing data, credit data, or any other identification data; (d) Personal Information; (e) all information relating to a Purchasing Entity employee's compensation, benefits, employment history, performance, and other personally identifiable employee information; (f) PCI Data; (g) all information provided to the Purchasing Entity by third parties which the Purchasing Entity is obligated to keep confidential; (h) all information concerning the Purchasing Entity's research, engineering and development activities, data processing research and methods, marketing, merchandising, price data, cost data, suppliers and vendors, customers; tenants and guests; (i) any other data which is made available to Contractor through the Purchasing Entity Network and the operability and functionality of the Purchasing Entity Network; (j) all information that reflects use of or interactions with a Purchasing Entity Business Service, including without limitation its web sites, information concerning computer search paths, any profiles created or general usage data, cookies, tags or beacons; (k) any data otherwise submitted in the process of registering for a Purchasing Entity Business Service, including its web sites and any data submitted during the course of using a Purchasing Entity Business Service, including its web sites; (l) Transportation Security Administration (TSA) information; (m) all information which is required to be kept confidential or secure by federal, state or local law, statute, regulation or ordinance, (n) all information that the Purchasing Entity treats as confidential; and (o) all information that Contractor should reasonably know is confidential.

"Removable Media" means removable data storage media, including without limitation portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, memory cards (e.g. Secure Digital, Memory Sticks, CompactFlash, SmartMedia, MultiMediaCard, xD-Picture Card), and magnetic tape.

2. PROTECTED PURCHASING ENTITY INFORMATION

2.1. **Nondisclosure; Use; Security Precautions**. With respect to Protected Purchasing Entity Information, Contractor shall: (i) not disclose, distribute, share, or otherwise transfer it, directly or indirectly, to any third party except as expressly provided in this PA or Purchase Order or as the Purchasing Entity may expressly consent in writing; (ii) use Protected Purchasing Entity Information only in compliance with: (1) this PA or Purchase Order; (2) the Purchasing Entity's then-current privacy and security policies; and (3) all

applicable laws (including without limitation applicable policies and laws related to spamming, privacy, and consumer protection); (iii) use Protected Purchasing Entity Information only as required to perform this PA or Purchase Order; (iv) hold and maintain it in trust and confidence for the Purchasing Entity's benefit; (v) not copy, transmit, reproduce, summarize, quote or make any commercial or other use of it, except for the Purchasing Entity's benefit; or as required by law (vi) inform all persons having access to it of the confidential nature thereof and of Contractor's obligations hereunder; and (vii) take reasonable security precautions and such other actions as may be necessary to ensure that there is no use or disclosure of it in violation of this PA or Purchase Order.

2.2. **Exemption from Non-Disclosure Obligation.** Notwithstanding the provisions of subsection 2.1, the following information is exempt from any obligations of non-disclosure, information that: (i) is or becomes part of the public domain through no act or failure to act on the part of Provider; (ii) is furnished to Provider by a third party without restriction on disclosure, where such third party obtained such information and the right to disclose it to the receiving party without violation of any rights which the Purchasing Entity may have in such information; or (iii) has been independently developed by Provider, before or after the execution of this PA or Purchase Order, without violation of any rights which the Purchasing Entity may have in such information.

2.3. **Compelled Disclosures**. To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over Contractor, Contractor may disclose Protected Purchasing Entity Information in accordance with such law or order or requirement, subject to the following conditions:

As soon as possible after becoming aware of such law, order or requirement and prior to disclosing Protected Purchasing Entity Information pursuant thereto, Contractor shall notify the Purchasing Entity in writing and, if possible, Contractor shall provide the Purchasing Entity notice not less than five (5) Business Days prior to the required disclosure. Contractor shall use reasonable efforts not to release Protected Purchasing Entity Information pending the outcome of any measures taken by the Purchasing Entity to contest, otherwise oppose or seek to limit such disclosure by Contractor and any subsequent disclosure or use of Protected Purchasing Entity Information that may result from such disclosure. Contractor will cooperate with and provide assistance to the Purchasing Entity regarding such measures. Notwithstanding any such compelled disclosure by Contractor, such compelled disclosure will not otherwise affect Contractor's obligations hereunder with respect to Protected Purchasing Entity Information.

2.4.1 Protection of Personal Information under the Oregon Consumer Information Protection Act. In the performance of this PA and any Purchase Order, Contractor may have possession or access to documents, records or items that contain "Personal Information" as that term is used in ORS 646A.602(12). Personal Information is a type of Confidential Information that is highly sensitive and subject to additional protection. Prior to the receipt of, and during the period in which Contractor has possession of or access to, any Personal Information, Contractor shall have and maintain a formal written information security program that provides safeguards to protect Personal Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information

Protection Act, ORS 646A.600-646A.628.

2.4.2 In addition to and without limiting the generality of the confidentiality provisions of these Oregon Terms, Contractor shall not breach or permit breach of the security of any Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control under this PA. Contractor shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such Personal Information. Contractor shall not use, distribute or dispose of any Personal Information other than expressly authorized in writing by Purchasing Entity, required by applicable law, or required by an order of a tribunal having competent jurisdiction.

2.4.3 Contractor shall require the compliance of its employees, agents, and subcontractors with this Section 9.

2.4.4 Contractor shall comply with all data protection obligations of the Oregon Consumer Information Protection Act, including the encryption of Personal Information in transit and at rest using the following standards:

- *File Transmission and Encryption*. Contractor will consult with Purchasing Entity IT staff to approve an appropriate method for transmission and encryption of one or more source files containing Personal Information (each, a "Source File") to and/or from the Purchasing Entity or any other recipient. At minimum, the approved method of transmission and encryption of Source Files will consist of: encryption in transit (e.g. secure file transfer protocol), encryption at rest (e.g. PGP); and the use of strongest feasible industry-standard non-deprecated encryption ciphers.

- *Wireless Networks*. Personal Information shall be encrypted when transmitted over any wireless network.

- *Data Storage*
- *Internet-facing Systems*. Personal Information shall be encrypted when stored on any Internet-facing System. Source Files and other files containing Personal Information shall be removed from Internet-facing Systems as soon as possible.
- *Portable and Mobile Devices*. Personal Information shall not be stored on any portable device (e.g. laptop or tablet) or any mobile device (e.g., smartphone or e-reader).
- *Backup Files*. Backup files containing Personal Information that are transported or stored outside of Contractor's control shall be encrypted.

2.5. **Breach of Security Reporting and Remediation**

2.5.1. In the event of a Breach of Security that applies to Protected Purchasing Entity Information, Contractor shall immediately report the Breach of Security to the Purchasing Entity project manager and cooperate closely with the Purchasing Entity in the investigation, reporting, remediation and resolution of the Breach of Security. Contractor shall comply with the breach reporting obligations of the Oregon Consumer Information

Protection Act and all applicable federal or state privacy or data protection statutes, rules, or regulations governing the Purchasing Entity and the Services; provided, however, that prior to giving notice under the Oregon Consumer Information Protection Act or any other applicable reporting requirement, Contractor shall first notify the Purchasing Entity's point of contact under this PA or Purchase Order, and in any event, Contractor's notice to the Purchasing Entity shall occur within 24 hours of Contractor's discovery of the breach impacting any of the Services provided under this PA. The Purchasing Entity must approve the form of any notices sent by the Contractor to affected individuals or to the public.

2.5.2. Contractor will also promptly report to the Purchasing Entity project manager (but in no event more than twenty-four (24) hours after the occurrence) any Breach of Security or unauthorized access to Contractor's systems that Contractor detects or becomes aware of, that impacts the Services provided under this PA whether or not such breach rises to a reportable level under the Oregon Consumer Information Protection Act or any other applicable reporting requirement, and whether or not the breach resulted in the loss of Protected Purchasing Entity Information. Reportable incidents under this subsection include, without limitation, instances in which an individual accesses Contractor's systems in excess of the individual's user rights, or uses the systems inappropriately.

2.5.3. Reports under this subsection must be made by telephone and subsequently via e-mail and any other delivery requirement for giving notices under the PA or Purchase Order. The report must include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.

2.5.4. Contractor shall use diligent efforts to remedy any Breach of Security that applies to Protected Purchasing Entity Information or other breach of security or unauthorized access in a timely manner, and will deliver to the Purchasing Entity a root cause assessment and future incident mitigation plan with regard to any such breaches or unauthorized access.

2.6. **No Retention**. Contractor will not gather, store, log, archive, use or otherwise retain any Protected Purchasing Entity Information for any period longer than necessary for Contractor to fulfill its obligations under this PA or Purchase Order ,or as needed to meet its obligations under law. As soon as Contractor no longer needs to retain Protected Purchasing Entity Information in order to perform its duties under this PA or Purchase Order, Contractor will promptly return or destroy or erase all originals and copies of such Protected Purchasing Entity Information in accordance with Section 6 below.

2.7. **Prohibition on Data Mining.** Contractor shall not capture, maintain, scan, index, share or use Purchasing Entity Data stored or transmitted by the Goods or Products, or otherwise use any data-mining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, "non-authorized activity" means the data mining or processing of data, stored or transmitted, or both, by the Goods or Products, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this PA.

3. PREMISES SECURITY

3.1. **Authorized Personnel**. Contractor shall provide to the Purchasing Entity a list of names and contact information for all authorized individuals who will enter on Purchasing Entity premises to perform any Services. Contractor shall keep the list current and shall not direct any individual to perform Services on Purchasing Entity premises without first informing the Purchasing Entity and updating the authorization list.

3.2. **Safety; Compliance.** Contractor, its employees, subcontractors and agents shall, when providing Services on Purchasing Entity premises, conduct their activities so that Contractor's equipment, working conditions, and methods are safe and without risk to health for any users of the Purchasing Entity premises. Contractor its employees, subcontractors and agents shall comply in all respects with all workplace safety and security procedures or guidelines that the Purchasing Entity may designate from time to time. In the event that Contractor or its employees, subcontractors or staff disregards such procedures or guidelines, or uses the Purchasing Entity premises for purposes other than providing the Services, the Purchasing Entity may, at its election and in addition to its other remedies at law or in equity or its other contractual remedies, request that the non-compliant individual immediately cease performing the Services or exclude such individual from Purchasing Entity premises.

3.3. **Electronic Protected Purchasing Entity Information**. The Purchasing Entity maintains electronic Protected Purchasing Entity Information under information security policies which include certain physical security measures when such data is removed from the premises or the Purchasing Entity's control. For that reason, all tests and use of electronic Protected Purchasing Entity Information must be performed using the Purchasing Entity Network and Purchasing Entity processes whenever possible. If Contractor removes any electronic Protected Purchasing Entity Information for processing, storage, testing or other purposes under this PA or Purchase Order, Contractor shall take reasonable security measures to maintain control over such data and to prevent any unauthorized person from accessing or taking the data or copies thereof. Reasonable steps for the security of electronic Protected Purchasing Entity Information include using administrative password controls for access to such data and taking steps to secure the data at least equivalent to the steps Contractor takes to secure its own non-public data or to security measures set forth in any information security policy provided by the Purchasing Entity.

3.4. **Background Checks.** Contractor has completed a criminal background check on its employees, subcontractors, and agents providing services related to this PA or Purchase Order or who have administrator-level access to Purchasing Entity Data. Upon reasonable written request of Purchasing Entity, Contractor shall certify in writing that such background checks have been completed, and the checks revealed no negative findings pertaining to dishonesty, fraud, or theft on employees, agents, or contractors providing services related to this PA or Purchase Order.

3.5. **Physical Inspection**. Contractor and its employees, subcontractors and agents and all bags, luggage, and other containers brought on the Purchasing Entity premises by Contractor Personnel are subject to the Purchasing Entity's reasonable inspection at any time and without notice. Any property situated on the Purchasing Entity's premises and owned by the Purchasing Entity, including disks and other storage media, filing cabinets or other work areas, is also subject to the Purchasing Entity's inspection at any time with and without notice.

3.6. **Return of Items Containing Protected Purchasing Entity Information**. Upon request, Contractor shall return to the Purchasing Entity all Purchasing Entity items and material in Contractor's possession or control which contain any Protected Purchasing Entity Information, and in the absence of such request, upon termination of Contractor's engagement with the Purchasing Entity. Any copies of such items or material shall also be returned.

4. USE OF THE PURCHASING ENTITY NETWORK

4.1. **Access; Use**. All access by Contractor to the Purchasing Entity Network, and all password and login information, is subject to the Purchasing Entity's access guidelines and may be set forth in a Purchasing Entity network access policy provided to Contractor. The Purchasing Entity does not warrant that the Purchasing Entity Network will be operational, and the fact that the Purchasing Entity Network is not operational at any given time shall not constitute a defense to Contractor's nonperformance; provided, however, that delay in delivery of any Services will be excused by a period of time equal to the time during which the Purchasing Entity Network is non-operational, to the extent that such delay was caused solely by Contractor's inability to access the Purchasing Entity Network. Contractor releases and discharges the Purchasing Entity from all liability of any nature whatsoever arising out of Contractor's use of or reliance on the Purchasing Entity Network.

4.2. **Notice to Terminate Network User Accounts**. To enable the Purchasing Entity to timely terminate access to the Purchasing Entity Network by former users, Contractor will notify the Purchasing Entity designated contact within 24 hours from any event after which an individual Contractor Personnel no longer requires access to the Purchasing Entity Network, including without limitation: (i) any separation of employment (including without limitation termination, layoff, and resignation); or (ii) any removal from or completion of duties requiring access to the Purchasing Entity Network.

4.3. **Use of Third-Party Software**. Contractor understands that the Purchasing Entity must perform due diligence before allowing individuals other than Purchasing Entity employees to use the Purchasing Entity Network, and in particular, before allowing non-employees to access software products which have been licensed to the Purchasing Entity by third parties. Contractor further understands that, in the event that Contractor or its employees, subcontractors or agents use the Purchasing Entity Network, the Purchasing Entity must know which software products they will be using on the Purchasing Entity Network, so that the Purchasing Entity can ensure that such use is authorized under agreements with third party software licensors. Contractor will provide the Purchasing Entity with a list of the third party software products, if any, that Contractor believes it must use on the Purchasing Entity Network in order to perform the Services. Upon receiving such information from Contractor, the Purchasing Entity will inform Contractor whether or not the Purchasing Entity has the right to authorize such use.

5. REMOTE ACCESS TO THE PURCHASING ENTITY NETWORK; OFF-SITE STORAGE OF PROTECTED PURCHASING ENTITY INFORMATION

5.1. **Minimum Standards**. This Section 5 sets forth information security procedures to be established by Contractor before the effective date of this PA or Purchase Order and maintained throughout the term of engagement. These procedures are in addition to the

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requirements of the PA or Purchase Order and present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate industry accepted measures to secure its systems and data in compliance with its own policies available and applicable regulations, including Protected Purchasing Entity Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks.

5.2. **Unauthorized Access to the Purchasing Entity Network or Protected Purchasing Entity Information**. Contractor shall not access, and shall not permit its employees, subcontractors or agents, to access the Purchasing Entity Network or Protected Purchasing Entity Information without the Purchasing Entity's express written authorization. The Purchasing Entity may revoke such written authorization subsequently at any time in its sole discretion. Further, any access shall be consistent with, and in no case exceed the scope of, any such authorization given by the Purchasing Entity. All Purchasing Entity authorized connectivity or attempted connectivity to the Purchasing Entity Network or Protected Purchasing Entity Information shall be only through the Purchasing Entity's security gateways and/or firewalls, and in conformity with applicable Purchasing Entity security policies.

5.3. **Contractor Information Security Policy**. Contractor shall establish and maintain a formal, documented, mandated, Contractor-wide information security program, including security policies, standards and procedures (collectively "Contractor's Information Security Policy"). Contractor must communicate Contractor's Information Security Policy to all employees, subcontractors and agents in a relevant, accessible, and understandable form, and regularly review and evaluate it to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

5.4. **Communications and Operational Management**. Contractor shall: (i) monitor and manage all of its information processing facilities, including without limitation implementing operational procedures, change management and incident response procedures; (ii) deploy adequate back-up facilities to ensure that essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

5.5. **Removable Media**. Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by the Purchasing Entity in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Protected Purchasing Entity Information to any form of Removable Media.

5.6. **Data Control; Media Disposal and Servicing**. Protected Purchasing Entity Information: (i) may only be made available and accessible to those parties explicitly authorized under the PA or Purchase Order or otherwise expressly by the Purchasing Entity in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate cryptography as designated or approved by the Purchasing Entity in writing; and (iii) if transferred using Removable Media must be sent via a bonded courier or protected using cryptography designated or approved by the Purchasing Entity in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off- site for servicing, Contractor shall ensure all Protected Purchasing Entity Information has been

"scrubbed" from such hardware and/or media using methods at least as protective as the DoD 5220-22-M Standard unless otherwise approved in writing by the Purchasing Entity.

5.7. **Contractor Facilities Security**. Contractor facilities that process Protected Purchasing Entity Information will be housed in secure areas and protected by perimeter security (e.g., appropriate alarm systems, the use of guards and entry badges, video surveillance, staff egress searches) that provide a physically secure environment from unauthorized access, damage, and interference. Equipment containing Protected Purchasing Entity Information must be physically and logically secured within Contractor's facilities to protect such Protected Purchasing Entity Information from modification, theft, misuse and destruction.

5.8. **Contractor Systems Security -- Generally**. Contractor is solely responsible for all systems Contractor uses to access the Purchasing Entity Network or Protected Purchasing Entity Information. Contractor will take all reasonable measures to secure and defend its systems against "hackers" and others who may seek, without authorization, to modify or access Contractor systems or the information found therein without Contractor's consent, including without limitation maintaining up-to-date anti-viral software to prevent viruses from reaching the Purchasing Entity Network or Protected Purchasing Entity Information through Contractor's systems. Contractor will periodically test its systems for potential areas where security could be breached.

5.9. **Contractor Systems Security -- Access Control**. Contractor shall implement formal procedures to control access to its systems, services, and data, including without limitation user account management procedures and the following controls:

5.9.1. Control network access to both internal and external networked services, including without limitation the use of properly configured firewalls;

5.9.2. Use operating systems to enforce access controls to computer resources, including without limitation authentication, authorization, and event logging;

5.9.3. Control access to applications to limit user access to information and application system functions; and

5.9.4. Monitor all systems to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with Contractor's Information Security Policy.

5.10. **VPN Use**. Contractor shall ensure that its employees, subcontractors and agents do not use any virtual private network or other device ("VPN") to simultaneously connect machines on the Purchasing Entity Network to any machines on any Contractor or third-party systems, without: (i) using only a remote access method approved in writing and in advance by the Purchasing Entity; (ii) providing the Purchasing Entity with the full name of each individual who uses any such VPN and the phone number at which the individual may be reached while using the VPN; and (iii) ensuring that any computer used by Contractor, its employees, subcontractors or agents to remotely access the Purchasing Entity Network will not simultaneously access the internet or any other third-party network while connected to the Purchasing Entity Network.

5.11. **Business Continuation**. Contractor represents, warrants, and covenants to the Purchasing Entity that it:(i) has and shall maintain a disaster recovery and business continuation plan that will enable Contractor to provide the Services; (ii) shall test the operability of such plan at least once every 12 months and revise such plan as necessary to

ensure continued operability; and (iii) shall activate such plan upon the occurrence of any event materially affecting the Purchasing Entity's timely receipt of Services.

5.12. **Security Audits and Access.** Contractor shall maintain records in such a manner as to clearly document its compliance with and performance under this Agreement, and provide Purchasing Entity and their duly authorized representatives access to Contractor's officers, agents, contractors, subcontractors, employees, facilities and records to:

- Determine Contractor's compliance with this PA or Purchase Order,
- Validate Contractor's written security risk management plan, or
- Gather or verify any additional information Purchasing Entity may require to meet any state or federal laws, rules, or orders, including those regarding Purchasing Entity Data.

6. RETURN OR DESTRUCTION OF PROTECTED PURCHASING ENTITY INFORMATION AND OTHER PURCHASING ENTITY ASSETS

6.1. **Ownership of Protected Purchasing Entity Information**. As between the Purchasing Entity and Contractor, Protected Purchasing Entity Information is and will remain the exclusive property of the Purchasing Entity and, as applicable, its third party providers and licensors. Nothing contained in this PA or Purchase Order shall be construed as granting or conferring any right, title or interest in any Protected Purchasing Entity Information, patent, trademark, copyright, other proprietary right, or asset that is now or subsequently owned by the Purchasing Entity, regardless of whether such information, proprietary right, or asset is transferred to, installed on, stored, or processed through Contractor's equipment, hardware, or software.

6.2. **Return or Destruction of Protected Purchasing Entity Information and Other Purchasing Entity Assets**. At any time upon the Purchasing Entity's demand Contractor will promptly return to the Purchasing Entity or destroy all Protected Purchasing Entity Information, files, records, documents, materials, and other items which contain any Protected Purchasing Entity Information, and all other Purchasing Entity assets in Contractor's possession or control. Any copies thereof shall also be returned. Contractor shall comply with this requirement with or without a termination of the PA or Purchase Order, except as needed to comply with applicable law. In the absence of such a demand, Contractor will return or destroy all such Protected Purchasing Entity Information and other Purchasing Entity assets upon the termination of the PA or Purchase Order, subject to the exceptions described in Section 2 (No Retention). Contractor's failure to comply with this subsection shall be a material breach of the PA or Purchase Order.

6.3. **Hardware Return**. When returning hardware containing Protected Purchasing Entity Information to the Purchasing Entity, the Protected Purchasing Entity Information shall not be removed or altered in any way. The hardware must be physically sealed and returned via a bonded courier, or as the Purchasing Entity otherwise directs. Prior to returning any hardware containing Protected Purchasing Entity Information to a third party, Contractor must destroy all Protected Purchasing Entity Information on such hardware in accordance with Section 6a above, then send the Purchasing Entity project manager a notarized statement detailing the destruction method used, the data sets involved, the date of destruction, and the identity of the individual who performed the destruction within fifteen (15) calendar days.

6.4. **Certification of Return or Destruction**. On the Purchasing Entity's written request, Contractor will provide a notarized written statement to the Purchasing Entity certifying that all Protected Purchasing Entity Information, files, records, documents, materials, and other items which contain any Protected Purchasing Entity Information, and all other Purchasing Entity assets in Contractor's possession or control have been delivered to the Purchasing Entity or destroyed, as requested by the Purchasing Entity.

6.5. **Destruction Standard**. When required pursuant to this Section 6, Contractor must destroy or erase Protected Purchasing Entity Information in compliance with industry best practices (e.g., DoD 5220.22-M), but in no event less than the level of care set forth in the guidelines for media sanitization in NIST Special Publication 800-88, Rev. 1, unless otherwise approved in writing by the Purchasing Entity.

7. CONTRACTOR PERSONNEL

7.1. **Location of Services and Protected Purchasing Entity Information**. Except with the Purchasing Entity's express written permission, the Services (including storage of Protected Purchasing Entity Information), will be provided solely from within the continental United States and on computing and data storage devices residing therein. In the event Contractor has secured the Purchasing Entity's permission to perform some of the Services from outside the United States, Contractor will comply with the Purchasing Entity's reasonable written security requirements made as conditions of such permission.

7.2. **Protections**. Contractor shall screen with appropriate background checks all Contractor employees, subcontractors and agents in contact with or with access to Protected Purchasing Entity Information or the Purchasing Entity Network for potential security risks, and require all such individuals to sign appropriate written confidentiality/non-disclosure agreements. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply all Contractor Personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor Personnel promptly report actual and/or suspected Breaches of Security.

8. MISCELLANEOUS SECURITY REQUIREMENTS

8.1. **Contractor's Use of Purchasing Entity Assets**. Should the Purchasing Entity permit Contractor to use any of the Purchasing Entity's assets such as equipment, tools, software, the Purchasing Entity Network, or facilities during the term of the PA or Purchase Order, Contractor is liable to Purchasing Entity for any injury or death to any person (including Purchasing Entity employees) or damage to property (including the Purchasing Entity's property) arising out of Contractor's use of such assets, whether or not such claim is based upon the condition of the asset or on the Purchasing Entity's alleged negligence in permitting Contractor to use the asset.

8.2. **Injunctive Relief**. Contractor acknowledges and agrees that due to the unique nature of Protected Purchasing Entity Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may injure the Purchasing Entity or the individuals identified in the data, and therefore, that upon any such breach or any threat thereof, the Purchasing Entity will be entitled to appropriate equitable and injunctive relief from a court of competent jurisdiction without the necessity of

proving actual loss, in addition to whatever remedies the Purchasing Entity might have at law or equity.

8.3. **Sanctions Control Compliance**. Contractor warrants that it is not owned or controlled, directly or indirectly, by any person or government from countries that are subject to economic, trade, or transactional sanctions imposed by the United States Government, including without limitation Cuba, Iran, North Korea, Syria, or Sudan, and that neither Contractor nor any of its owners, directors, officers, employees, or group companies appears on any lists of known or suspected terrorists, terrorist organizations or other prohibited persons made publicly available or published by any agency of the government of the United States (see http://export.gov/ecr/eg_main_023148.asp) or any other jurisdiction in which the Purchasing Entity or any of its group companies are doing business, including without limitation the List of Specially Designated Nationals and Denied Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury. Contractor will notify the Purchasing Entity immediately if these circumstances change.

8.4. **Revisions**. The State or Purchasing Entity may revise these Information Security Provisions at its discretion, at any time on thirty (30) Calendar Days advance written notice to Contractor ("Notice Period"). Contractor shall comply with the new Information Security Provisions as revised. Contractor will notify the Purchasing Entity within the Notice Period if Contractor cannot comply with the Information Security Provisions as revised, in which case the Purchasing Entity may either: (i) terminate this PA or Purchase Order upon written notice to Contractor, without incurring any penalty, early termination charge or other charges except that the Purchasing Entity remains responsible to pay all fees due up to the effective date of the termination; or (ii) withdraw the revisions to the Information Security Provisions, in which case the last version of the Information Security Provisions before the revisions were proposed will continue to apply, and the parties will continue to perform the PA or Purchase Order.