Master Contract Number T06-MST-001
for
Cisco Products and Services
between

The Department of Information Services
and
Cisco Systems, Inc.

Effective Date: August 12, 2005
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Note: Exhibits A and B are not attached but are available upon request from the DIS Contract Administrator
PARTIES
This Master Contract ("Contract") is entered into by and between the state of Washington acting through the Department of Information Services, an agency of Washington State government (hereinafter "DIS"), and Cisco Systems, Inc., licensed to conduct business in the state of Washington, (hereinafter "Contractor" or "Cisco") for the provisioning to the State of Cisco Products and Services, excluding Voice over IP.

RECITALS
The state of Washington, acting by and through DIS, issued a Request for Proposal (RFP), T05-RFP-006, dated April 8, 2005 (Exhibit A) for the purpose of establishing a Master Contract for Cisco Products and Services in accordance with its authority under chapter 43.105 RCW.

Cisco Systems, Inc. submitted a timely Response to DIS’ RFP (Exhibit B).

DIS evaluated all properly submitted Responses to the above-referenced RFP and has identified Cisco Systems, Inc. as the apparently successful Vendor.

DIS has determined that entering into a Master Contract with Cisco Systems, Inc. will meet the State’s needs and will be in the State’s best interest.

NOW THEREFORE, DIS awards to Cisco Systems, Inc. this Master Contract, the terms and conditions of which shall govern Contractor’s furnishing to Purchasers the Cisco Products and Services. This Master Contract is not for personal use.

This Master Contract is an optional-use contract that neither financially binds the State nor otherwise obligates the State to purchase any Products or Services hereunder. Nor does the Master Contract prevent the State from purchasing the same or similar Products or Services from other sources, provided that, all legal acquisition requirements are satisfied.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:
1. **Definition of Terms**

The following terms as used throughout this Contract shall have the meanings set forth below.

**“Acceptance Date”** for Equipment shall mean the date of Delivery of the Equipment, which shall be deemed to be the third (3rd) day after the date of shipment.

**“Business Days and Hours”** shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

**“Cisco Certified Design Associate (CCDA)”** shall mean the Cisco Certified Design Associate, or current equivalent which indicates a foundation or apprentice knowledge of network design for the Cisco Internetwork Infrastructure. CCDA certified professionals can design routed and switched network infrastructures involving LAN, WAN, and dial access services for businesses and organizations. Certification can be obtained by passing exam 640-861 DESGN.

**“Cisco Certified Design Professional (CCDP)”** shall mean a professional certified by Cisco to have advanced or journeyman level knowledge of network design. A CCDP can design routed and switched networks involving LAN, WAN, and dial access services, applying modular design practices and making sure the whole solution responds optimally to the business and technical needs of the organization.

**“Cisco Certified Internetwork Engineer (CCIE)”** shall mean a professional certified by Cisco as an Engineer with expert level knowledge of networking across various LAN and WAN interfaces, and a variety of routers and switches.

**“Cisco Certified Internetwork Professional (CCIP)”** shall mean a professional certified by Cisco to have detailed understanding of networking technologies in the service provider arena, including IP routing, IP Quality of Service (QoS), BGP, and MPLS.

**“Cisco Certified Network Associate (CCNA)”** shall mean an apprentice certified by Cisco in the knowledge of networking. CCNA certified professionals can install, configure, and operate LAN, WAN, and dial access services for small networks (100 nodes or less), including use of these protocols: IP, IGRP, Serial, Frame Relay, IP RIP, VLANS, RIP, Ethernet, and Access Lists.

**“Cisco Certified Network Professional (CCNP)”** shall mean a professional certified by Cisco to have an advanced or journeyman level knowledge of networks. With a CCNP, a network professional can install, configure, and troubleshoot local and wide area networks for enterprise organizations with networks from 100 to more than 500 nodes. The content emphasizes topics such as security, converged networks, quality of service (QoS), virtual private networks (VPNs) and broadband technologies.

**“Cisco.com”** shall mean the Cisco Systems’ primary, real time support channel. Maintenance customers can self-register at Cisco.com to obtain additional information and services.

**“Confidential Information”** shall mean information of DIS or Purchaser that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, Purchaser source code or object code, or Purchaser or State security information.
“Contractor” shall mean Cisco Systems, Inc., its employees and agents. Contractor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Contract. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Contract.

“Contractor Account Manager” shall mean a representative of Contractor who is assigned as the primary contact person with whom the DIS Contract Administrator shall work throughout the duration of this Contract, unless replaced, with advance approval of the DIS Contract Administrator, and as further defined in Section 38 Contractor Account Manager.

“Contractor Project Manager” shall mean a representative of Contractor who is assigned to each Purchaser installation project as the coordinator of activities and the primary point of contact, as further defined in Section 39 Contractor Project Manager.

“Delivery Date” shall mean the scheduled delivery date communicated by Contractor to Purchaser in an order acknowledgement and/or on Cisco.com.

“DIS” shall mean the Washington State Department of Information Services.

“DIS Contract Administrator” shall mean the TSD Contract Administrator, designated by DIS as responsible for the maintenance and administration of this Master Contract, notices, reports and any other pertinent documentation or information. The DIS Contract Administrator may also conduct periodic performance or financial audits related to this Master Contract.

“Effective Date” shall mean the first date this Contract is in full force and effect, which shall be the date of the last signature of a party to this Contract.

“Equipment” shall mean the Cisco Products as set forth in this Contract. Specifically excluded are all IP Telephony specific Products, e.g., phones and call manager.

“Exhibit A” shall mean the RFP.

“Exhibit B” shall mean Contractor’s Response.

“Fulfillment Partner” shall mean a Subcontractor who may provide Products and Services under this Contract at the Prices established in this Contract and bill Purchasers directly for such Products and Services, as further defined in Section 47 Subcontractors and Fulfillment Partners.

“Help Desk” shall mean a service provided by Contractor for the support of Contractor’s Products. Purchaser shall report warranty or maintenance problems to Contractor’s Help Desk for initial trouble-shooting and possible resolution of the problems or for the initiation of repair or replacement services.

“Installation Document” shall mean a mutually agreed to set of instructions describing the applicable fees and the obligations of both parties for Contractor’s installation services for Products purchased under this Contract.

“Installation Date” shall mean the date agreed to in the Installation Document by which all Equipment ordered hereunder shall be in place, in good working order and ready for testing.

“Manufacturer,” or “Original Equipment Manufacturer (OEM)” shall mean Cisco Systems, Inc.

“Master Contract” or “Contract” shall mean this document, all schedules and exhibits, all amendments hereto and all Orders hereunder.
“Order” or “Order Document” shall mean any official document and attachments thereto specifying the Products and/or Services to be purchased from Contractor under this Contract.

“Price” shall mean charges, costs, rates, and/or fees charged for the Products and Services under this Contract and shall be paid in United States dollars.

“Product(s)” shall mean any Contractor-supplied Equipment, Software and documentation within the scope of this Contract.

“Proprietary Information” shall mean information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws, information regarding Contractors hardware, software, and service products, technical, financial and marketing data, and information on cisco.com, to the extent that such information is exempt from disclosure pursuant to RCW 42.17 or other federal or state statutes.

“Purchaser” shall mean DIS and those government or nonprofit entities that have entered into an Interlocal or Customer Service Agreement with DIS.

“RCW” shall mean the Revised Code of Washington.

“RFP” shall mean the Request for Proposal used as a solicitation document to establish this Contract, including all its amendments and modifications, Exhibit A hereto.

“Response” shall mean Contractor’s Response to the RFP for Cisco Products and Services, Exhibit B hereto.

“Services” shall mean those services provided under this Contract and related to the Products being acquired, that are appropriate to the scope of this Contract and are listed on Cisco’s Global Price List in US Dollars.

“Software” shall mean the object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to Cisco software residing in the Equipment that is necessary for the proper operation of the Equipment is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

“State” shall mean the state of Washington.

“Subcontractor” shall mean one not in the employment of Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means Subcontractor(s) of any tier and includes Fulfillment Partners.

“TSD” shall mean the Telecommunication Services Division of DIS.
Contract Term

2. Term

2.1. This Master Contract’s initial term shall be three (3) years, commencing upon the Effective Date.

2.2. This Master Contract’s term may be extended by three (3) additional one (1) year terms, provided that the extensions shall be at DIS’ option and shall be effected by DIS giving written notice of its intent to extend this Contract to Contractor not less than thirty (30) calendar days prior to the Contract term’s expiration and Contractor accepting such extension prior to the Contract term’s expiration. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.

3. Survivorship

All purchase transactions executed pursuant to the authority of this Master Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled Overpayments to Contractor; Purchaser Ownership/Rights in Data; Contractor Commitments, Warranties and Representations; Protection of Purchaser’s Confidential Information; Purchaser Use of Master Contract; Export Restrictions; License Grant; Software Ownership; No Surreptitious Code Warranty; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Review of Contractor’s Records; Patent and Copyright Indemnification; Contractor’s Proprietary Information; Disputes; and Limitation of Liability, shall survive the termination of this Master Contract.

Pricing, Invoice and Payment

4. Pricing

4.1. Contractor agrees to provide a discount rate of forty and one half percent (40.5%) off of Cisco’s then-current Global Price List (U.S.) for the Products listed on such Price List, excluding Voice over IP Products. Contractor agrees to provide a discount rate of twenty-two percent (22%) off of Cisco’s then-current Global Price List (U.S.) for SMARTnet and SMARTnet On-Site Services (Schedule B) and Software Application Support, and Software Application Support with Upgrades Services (Schedule H) listed on such Price List.

4.2. Discount levels may not be decreased during the term of the Contract. Contractor may lower pricing or give additional discounts to Purchasers (such as a volume discount) at any time during the life of the Master Contract.

4.3. If Contractor increases its discount or reduces its Prices for any of the Products or Services during the term of this Contract, Purchaser shall have the immediate benefit of such higher discount or lower Prices for new purchases.

4.4. Orders received before the date of price change announcement(s) and those received within thirty (30) days thereafter, which specify a Delivery Date within ninety (90) days of the date of the announcement, will be invoiced to Purchaser without regard to the price
change, provided however, price decreases will be effective for all Orders accepted by Contractor after the date of issuance or announcement of revised prices.

4.5. Contractor shall not be reimbursed for any expenses related to travel, i.e., per diem, meals, lodging, etc.

4.6. Throughout the term of this Contract, Contractor shall ensure that the Cisco’s Global Price List (U.S) is available to DIS directly from Cisco Systems, Inc. on a monthly basis. Contractor shall provide DIS with logon ids, passwords, and any other information or tools necessary to ensure access to the Cisco price list.

4.7. Contractor agrees to participate in the Federal Communication Commission’s E-rate discount program established pursuant to the Telecommunications Act of 1996, in accordance with the Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) requirements, only to the extent that such requirements apply to Contractor as a supplier of eligible services under the Telecommunications Act of 1996.

5. Advance Payment Prohibited

No advance payment shall be made for the Products and Services furnished by Contractor pursuant to this Contract, with the exception of maintenance services. If mutually agreed with Purchaser, Contractor may invoice the Purchaser in advance for up to, but not more than a one-year period for maintenance services.

6. Taxes

6.1. Purchaser will pay sales and use taxes, if any, imposed on the Products and Services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor’s income or gross receipts, or personal property taxes levied or assessed on Contractor’s personal property. Purchaser, as an agency of Washington State government, is exempt from property tax.

6.2. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

6.3. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor’s staff shall be Contractor’s sole responsibility.

7. Invoice and Payment

7.1. Contractor will submit properly itemized invoices to the person identified by Purchaser at the address provided by Purchaser. Invoices shall provide and itemize, as applicable:
   a) Master Contract number T06-MST-001;
   b) Purchaser’s name, address and Purchase Order or Field Order Number; purchase delivery location, if difference
   c) Contractor name, address, phone number, and Federal Tax Identification Number; and remittance address, if difference;
d) Description of Equipment/Products, including quantity ordered, model and serial numbers;
e) Description of Services provided;
f) Date(s) of delivery of Equipment/Products or Services and/or date(s) of Product installation and set up;
g) Manufacturer’s List Price for each item;
h) Applicable Master Contract discounts;
i) Any Maintenance or other related Service charges;
j) Upon request of a Purchaser, Contractor shall include agency specific identifiers, (e.g. Network Control Center (NCC) ticket number);
k) Net invoice price for each item;
l) Total invoice price for each item;
m) Total invoice price, excluding sales tax;
n) Sales or other applicable taxes;
o) Other applicable charges;
p) Total invoice amount; and
q) Payment terms including any available prompt payment discounts.

7.2. Except with respect to any disputed amounts, payments for Products shall be due and payable within thirty (30) calendar days after the Acceptance Date and payments for Services shall be due and payable within thirty (30) calendar days after date of invoice. Purchaser shall give Contractor prompt notice of any disputed amounts and shall pay that portion of the invoice that is not disputed. Disputed amounts shall be due within thirty days of resolution.

7.3. The DIS Contract number T06-MST-001 must appear on all bills of lading, packages, and correspondence relating to this Contract.

7.4. Purchaser shall not honor drafts, nor accept goods on a sight draft basis.

7.5. If Purchaser fails to make timely payment, Contractor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of one dollar ($1). Payment will not be considered late if payment is deposited electronically in Contractor’s bank account or if a check or warrant is postmarked within thirty (30) calendar days of Acceptance Date.

8. Overpayments to Contractor

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within sixty (60) days’ written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

Contractor’s Responsibilities

9. In-State Presence and Statewide Coverage

Contractor shall have a place of business staffed by Contractor-employees within Washington State and shall maintain such place of business for the duration of the Master Contract. A Subcontractor cannot fulfill this requirement for the Contractor. All Purchaser Orders and communications and all sales and Services provided to Purchasers will be through this in-state
location. Contractor’s Products and Services shall be available under this Master Contract to Purchasers located throughout the state of Washington.

10. Central Contact Point

The Contractor shall provide a designated central point of contact for the Purchaser to order equipment, request Maintenance Services (if applicable), contact service personnel, request problem status updates, and receive problem resolutions. This contact will be available by a toll-free telephone number. This telephone number shall be staffed during normal business hours; Monday through Friday, 8 a.m. until 5 p.m. (excluding State holidays). The Contractor shall also provide point of contact availability for emergency service requests during non-regular hours.

11. Purchaser Eligibility

In order to be eligible to purchase under this Master Contract, Purchasers shall have a Customer Service Agreement (Interlocal Agreement) with DIS. Contractor shall be responsible for verifying Purchaser eligibility. Contractor may use the search feature on the DIS website: http://techmall.dis.wa.gov/CSA1/CSASearch.asp or may contact the Contracts & Legal Affairs Office within DIS at 360-902-3551 to ascertain Purchaser eligibility.

12. Purchaser Ownership/Rights in Data

12.1. Under this Contract, Contractor may be required to provide/deliver to Purchaser certain documents (“Reports”), e.g., design documents, architecture documents, network documentation, etc., prepared by Contractor in response to requests made by Purchaser and as provided for under the Services terms. In all cases, “Reports” are text/image documents. Reports do not include, and Contractor does not develop, custom software or code under this Contract.

12.2. Purchaser shall own the Reports and except for any Contractor pre-existing Proprietary Information and Retained Rights, as defined below, Purchaser shall own the copyright in the Reports and is entitled to make copies of the Reports for Washington state and local government purposes. Purchaser does not have the right to make such Reports generally available to the public, except in response to requests for public disclosure of the Reports under chapter 42.17 RCW. Purchaser may copy and distribute to a Washington state or local government entity or a third party vendor each item of the Reports as reasonably necessary for Washington state or local government purposes or in connection with the implementation of any recommendations, conclusions, or information contained in the Reports provided hereunder. Purchaser shall ensure that any third party vendor receiving a copy of any Reports shall use Contractor’s Retained Rights or any Contractor pre-existing Proprietary Information in accordance with the terms of the license granted in this section. Purchaser shall require any such third party vendor to execute a nondisclosure agreement prior to receiving a copy of any Reports.

12.3. Notwithstanding anything to the contrary contained in this provision, any deliverables hereunder, e.g., Reports, will not include and Contractor will retain ownership of all rights, titles and interests in its pre-existing (or independently developed outside of this Contract) methodologies, templates, tool kits, software and tools, training materials, proprietary data and programs (and changes, additions, modifications, developments, adaptations, translations, and enhancements thereto, including any derivative works thereof, generated, created, or documented during performance of Services and preparation of Reports, or otherwise) and all
of the intellectual property rights therein (including without limitation copyright, trade secrets and patent rights), any new intellectual property developed by Contractor during the course of performing Services under this Contract, and Contractor’s Proprietary Information (the “Retained Rights”). Retained Rights does not include any pre-existing Purchaser information or Purchaser intellectual property rights.

12.4. Purchaser’s right to use Contractor’s Retained Rights or to use any Contractor pre-existing Proprietary Information contained in the Reports will be subject to a perpetual, non-exclusive, royalty-free, non-transferable, fully paid-up license, hereby granted to Purchaser to use such Contractor’s Retained Rights or use such Contractor pre-existing Proprietary Information for Washington state and local government purposes and not for the benefit of third parties, except to the extent permitted under Subsection 12.2.

12.5. Without limiting the terms of this Section 12 Purchaser Ownership/Rights in Data, or Section 29 Protection of Purchaser’s Confidential Information, or Section 61 Contractor’s Proprietary Information, the ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information in the Reports that were developed pursuant to this Contract by Contractor and/or Purchaser personnel and retained in the unaided memory of such personnel in non-tangible form, (with non-tangible not to include electronic or digital copies of works), may be used by either party without an obligation to account, in any way that it deems appropriate, including by or for its clients or Purchasers, provided however, that the foregoing shall not be construed as granting a license to either party under the other party’s patent or the other party’s intellectual property rights. Contractor is in the business of providing services for a wide variety of clients, and Purchaser understands that Contractor will continue these activities.

13. Title to Equipment

On the Acceptance Date, Contractor shall convey to Purchaser good title to the Equipment, excluding licensed Software, free and clear of all liens, pledges, mortgages, encumbrances or other security interests. Transfer of title to the Equipment does not include transfer of title to Contractor’s Software, which shall be subject to the terms of Cisco’s End User License Agreement and related re-license fee.

14. Shipping and Risk of Loss

14.1. Contractor shall ship all Products purchased pursuant to this Contract, freight prepaid, FOB Purchaser’s destination. The method of shipment shall be consistent with the nature of the Products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the Products ordered hereunder that occurs prior to the Acceptance Date, except loss or damage attributable to Purchaser’s fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After the Acceptance Date, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor’s fault or negligence.

14.2. In the event any Products are lost during shipment, Contractor will book a replacement Order the same as the original Order, credit the original invoice and issue a new invoice when the replacement Order ships.
15. **Delivery**

15.1. Upon acceptance of an Order, Contractor will set the Delivery Date within thirty (30) days of acceptance of the Order, or as close as practicable to Purchaser’s requested Delivery Date. In the event Contract cannot meet the thirty (30) days or Purchaser’s requested Delivery Date, Contractor shall inform Purchaser in writing of such delay and the anticipated Delivery Date.

15.2. Some deliveries made pursuant to this Contract may be partial. All packages must be accompanied by a packing slip that identifies all items included with the shipment and the Purchaser’s Order Document number.

16. **Security**

16.1. **Facility Access.**
Contractor understands that Purchaser’s building entrances may be controlled for access. Contractor agrees to become familiar with Purchaser’s building and security policies, and further agrees to observe and comply with all Purchaser’s building and security policies or procedures.
Contractor understands that in order to obtain access to Purchaser’s premises, Contractor may be required to be issued a security badge by Purchaser. Contractor shall provide certain personal information, including valid government issued photo identification, prior to obtaining a security badge. Contractor further understands that Purchaser will collect and retain such personal information for so long as the Contract is in effect and such individual(s) has access to the premises. Purchaser reserves the right to deny an application for a security badge. Failure of Contractor to comply with Purchaser’s security and safety policies and procedures is sufficient grounds for revoking, modifying, suspending or terminating access to Purchaser’s facilities.
Upon the earlier of termination of the Contract, or suspension or termination of access to Purchaser’s facilities, Contractor shall return all security badges.

16.2. **Remote Access to Network.**
Contractor understands that in order to obtain remote access to Purchaser’s Local Area Network (LAN), email, or supported computing environments through a remote access connection (“Remote Access”), Contractor must comply with Purchaser’s Remote Access policy and any other applicable policies or procedures. Contractor shall, prior to access, complete and sign any applicable agreements or forms. Remote Access is conditioned upon final approval by Purchaser. Contractor will not be liable for not providing, or required to provide Services, if Contractor is unable to comply with Purchaser’s Remote Access policy or otherwise denied access to Purchaser’s network.

16.3. **Safety.**
Contractor shall observe and comply with OSHA regulations, all applicable safety and environmental laws and regulations, and all Purchaser’s rules, guidelines, policies and procedures relating to safety, workplace conditions, health and the environment, including physical, fire, evacuation, accidents, hazardous materials or situations, or other safety regulations and policies.
17. **Limits of Master Contract Use**

Contractor shall obtain authorization from DIS when a Purchaser order exceeds $250,000 OR includes any purchase in the Optical Network category. Authorization will be granted through the Master Contract Administrator.

18. **Contractor Service Personnel**

During the entire term of the Master Contract the Contractor shall have employees or Subcontractors who hold the following Cisco certifications:

   a) A minimum of four (4) personnel certified as CCDA/CCNA;
   b) A minimum of two (2) personnel certified as CCIP;
   c) A minimum of one (1) person certified as CCIE; and
   d) A minimum of eight (8) personnel certified as CCNP/CCDP.

19. **Equipment Compatibility**

19.1. Contractor shall use commercially reasonable efforts to make available to Purchaser information regarding the existence of any compatibility issues between Contractor’s Equipment and Purchaser’s already existing, or planned-for hardware, software, cabling, codecs, CSUs/DSUs, inverse multiplexers, terminal adapters, etc. Purchaser will provide Contractor access in a timely fashion to necessary areas and equipment sites and shall provide Contractor with a list of any existing or planned-for hardware, software and cabling, as necessary. While Contractor agrees to make such information available to Purchaser, Purchaser expressly acknowledges and agrees that it is solely responsible for determination and implementation of its network design and Contractor is not liable for Purchaser’s compatibility issues.

19.2. Each item of Equipment delivered hereunder will be supplied with a limited warranty as set forth in Section 22.

19.3. If requested by Purchaser, Contractor will use commercially reasonable efforts to identify, on all items of Equipment supplied under this Contract, all appropriate test points for connecting commercially available equipment, monitors designed to measure system capacity, performance or activity.

20. **Installation and Set-up**

20.1. When requested in an Order Document by Purchaser and in accordance with an Installation Document and Schedule D, Contractor shall provide installation services for products purchased under this Contract according to the provisions of this Section 20.

20.2. Contractor shall separately itemize all installation and physical requirements for Equipment as listed below:

   a) Air conditioning
   b) Electrical requirement
   c) Special grounding
   d) Cabling requirement
   e) Weight (floor loading)
f) Space requirements

g) Humidity and temperature limits

h) Noise level

20.3. When installing Equipment, Contractor will provide:

a) A written installation support plan and schedule addressing staffing, site preparation requirements, resource allocation, testing procedures; and

b) An on-site Manufacturer certified technician to provide the installation services.

20.4. Contractor personnel shall be Manufacturer certified in accordance with Manufacturer requirements. Upon request Contractor will furnish a copy of such certification to Purchaser or DIS.

20.5. Purchaser shall have access to the work site at all times during installation.

20.6. Purchaser shall prepare the environment to house the Equipment based upon written requirements provided by Contractor in its installation plan, as modified in writing and agreed to by the parties. Contractor’s specialists shall be available to provide required consultation related to environment preparation at no extra cost to Purchaser apart from the costs presented in Contractor’s Response. Any requirements for the environment not disclosed in Contractor’s installation plan will be completed by Contractor at no additional cost to Purchaser. Purchaser will provide standard commercial power. Contractor shall install an external, Manufacturer recommended surge protector between the power source and each major system.

20.7. Contractor will acquire any permits, if required, at no additional cost to Purchaser. Contractor shall replace, restore and/or return all floors, ceilings, walls, grounds, pavement, etc., damaged by Contractor personnel to their original condition at no additional cost to Purchaser.

20.8. Contractor is hereby notified that fiber optic, communications, control systems, and other types of cable (collectively called “cabling”) may be located within or on Purchaser's grounds and facilities.

20.9. Before beginning work on or about Purchaser's premises, Contractor shall contact Purchaser’s communications network control center to determine if Purchaser’s cabling systems will be impacted and to make necessary arrangements. Prior to the commencement of any work that may impact underground utilities not owned by Purchaser, Contractor agrees to notify affected owners under the requirements of chapter 19.122 RCW, Underground Utilities.

20.10. Purchaser hereby permits Contractor to interface with such cabling and design engineering systems in support of the delivery of the Products and Services ordered under this Master Contract.

20.11. Contractor will install the Products pursuant to the Installation Document on or before the installation date(s) specified in the Installation Document. Failure to meet the installation date(s) may subject Contractor to liquidated damages as set forth in Section 64 or termination of an Order, unless such failure is caused by acts or omissions of Purchaser.

20.12. Testing of installed Equipment and the acceptance terms of any installation services will be set forth in the Installation Document.
21. **Demonstration Equipment**

Contractor agrees to provide demonstration Equipment to Purchaser upon request pursuant to a separate *Demo Equipment Loaner Agreement*, substantially the same as that attached to this Contract as Schedule A.

22. **Equipment Warranty**

22.1. Contractor warrants that from the Acceptance Date, and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the Product, the Hardware will be free from defects in material and workmanship, under normal use. This limited warranty extends only to the original user of the Product.

22.2. Purchaser's sole and exclusive remedy and the entire liability of Contractor under this limited warranty will be, at Contractor's option, shipment of a replacement within the period and according to the replacement process described in the Warranty Card, or a refund of the purchase price, if the Hardware is returned to the party supplying it to Purchaser, if different from Contractor, freight and insurance prepaid. Contractor replacement parts, used in Hardware repair, may be new or equivalent to new. Contractor’s obligations hereunder are conditioned upon the return of affected Products, in accordance with Contractor’s then-current Return Material Authorization (RMA) procedures.

22.3. Contractor agrees that all warranty service provided hereunder shall be performed by Manufacturer-trained, certified, and authorized technicians. Contractor further agrees to act as the sole point of contact for warranty service.

22.4. Contractor shall provide Help Desk Services for reporting a warranty claim and to assist with the RMA procedures.

22.5. **Restrictions.** This warranty does not apply if the Product (a) has been altered, except by Cisco, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) is sold or, in the case of Software, licensed, for beta, evaluation, testing or demonstration purposes for which Cisco does not receive a payment of purchase price or license fee.

22.6. **DISCLAIMER OF WARRANTY.** EXCEPT AS SPECIFIED IN THIS SECTION 22, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. PURCHASER MUST NOTIFY CISCO PROMPTLY OF ANY CLAIMED BREACH OF WARRANTY.
23. **SMARTnet Support**

23.1. Contractor shall offer Purchasers technical support and maintenance through its SMARTnet Service pursuant to the provisions in this Section 23 and as further described in Schedule B, *SMARTnet and SMARTnet On-Site Support Exhibit*.

23.2. So long as Equipment remains continuously under SMARTnet Support, Contractor shall certify that existing equipment is eligible for Cisco SMARTnet coverage. Any equipment that experiences a lapse of coverage or is damaged must be inspected and certified by Contractor at Contractor’s then current fees for such services. For Services ordered at the time of Equipment purchase, the term of any SMARTnet coverage commences on the Acceptance Date, unless otherwise agreed to by Cisco.

23.3. Contractor may offer Purchasers a one (1), two (2), or three (3) year support agreement, however, Contractor may bill Purchaser no more than one year in advance.

23.4. SMARTnet Support shall include the following:

   a) Software support on the license operating system software, such as Cisco IOS Software or Catalyst OS, for covered Cisco products, including maintenance, and minor and major releases (as defined in Schedule B, *SMARTnet and SMARTnet On-Site Support Exhibit*);

   b) Twenty-four (24) access to Cisco Technical Assistance Center (TAC);

   c) Registered access to Cisco.com, which provides easy access to online technical information and service request management;

   d) Advance replacement of hardware parts depending on the need and coverage selected.

24. **Additional Technical Support Services**

Contractor may offer Purchasers additional technical support Services through its *Focused Technical Support and Network Optimization Support Services* and its *Installation Services and Subject Matter Advisory Services Exhibit*, and its *Technical Application Support Exhibit*, as further described in Schedules C, D and E, respectively.

25. **Equipment and Maintenance Documentation**

Contractor shall provide two (2) complete sets of documentation for each Equipment Order, including technical, electrical, maintenance, and installation information and will provide updated documentation for the term of this Contract. There shall be no additional charge for this documentation or the updates, in whatever form provided. Contractor’s Equipment documentation shall be comprehensive, well-structured, and indexed for easy reference. If Contractor maintains its technical, electrical, maintenance and installation documentation on a web site, Contractor may fulfill the obligations set forth in this section by providing Purchaser access to its web-based documentation information. Contractor may also provide such information on CD-ROM. Purchaser may make a reasonable number of copies of the documentation; provided however, that Purchaser shall not remove, overprint or change any notice, including as to ownership or confidentiality from any originals or copies of the documentation. Purchaser has no right, and specifically agrees not to modify or adapt the documentation or create derivative works based on the documentation, or permit third parties to do the same.
26. **Spare Parts for Equipment and End-of-Life Support**

26.1. Contractor shall make available to Purchaser a depot repair center to support Purchaser’s support requirements. If Purchaser requires on-site spares, and at Purchaser’s request, Contractor will assist Purchaser in determining the appropriate inventory of spares. Purchaser will order equipment spares in the same manner in which Purchaser orders all other Equipment.

26.2. Contractor will provide the following support with regard to a Product’s end-of-sale. The general policy guidelines are:

   a) As a general rule, Contractor will provide 6 months’ notice of the affected Product's end-of-sale date and/or the last day when the affected Product can be ordered. This notice will appear on cisco.com site (http://www.Contractor.com/en/US/products/prod_end_of_life.html)

   b) Access to Contractor’s Technical Assistance Center (TAC) will be available 24 hours a day, seven days a week for a period of five (5) years from the end-of-sale date for hardware and operating system software issues and for a period of three (3) years from the end-of-sale date for application software issues.

   c) Spares or replacement parts for hardware will be available for a period of five (5) years from the end-of-sale date. Contractor will provide spares and replacement parts in accordance with our Return Materials Authorization (RMA) process.

   d) Where available, Contractor will provide bug fixes, maintenance releases, work-arounds, or patches for critical bugs reported via the TAC or cisco.com Web site for a period of five (5) years from the end-of-sale date for operating system software and for a period of three (3) years from the end-of-sale date for application software. Bear in mind that it may be necessary to use a software upgrade release to correct a reported problem.

27. **Contractor Escalation Procedures**

Contractor shall provide escalation procedures to ensure that the proper level of attention and resources are directed towards resolution of Products and Services problems in a timely manner. The escalation procedures shall indicate the steps to be taken in response to a problem report, the contact information and title of Contractor’s employee(s) responding at each level and the elapsed time before the next level of response is invoked. Contractor’s escalation procedures are attached as Schedule F, Cisco Problem Prioritization and Escalation Guidelines.

28. **Contractor Commitments, Warranties and Representations**

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its Response.

29. **Protection of Purchaser’s Confidential Information**

29.1. Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information
in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser’s express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors (i) on a “need to know” basis, and (ii) who have signed a nondisclosure agreement that contractually obligates such employees and Subcontractors to maintain the confidentiality of the Confidential Information. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

29.2. Contractor shall have no obligation with respect to information which:
   a) was rightfully in possession of or known to Contractor without any obligation of confidentiality prior to receiving it from Purchaser;
   b) is, or subsequently becomes, legally and publicly available without breach of this Contract;
   c) is rightfully obtained by Contractor from a source other than Purchaser without any obligation of confidentiality;
   d) is developed by or for Contractor without use of the Confidential Information and such independent development can be shown by documentary evidence;
   e) is disclosed by Contractor pursuant to a valid order issued by a court or government agency, provided that Contractor provides (1) prior written notice to Purchaser of such obligation and (2) the opportunity to oppose such disclosure.

29.3. Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser’s option, and upon written notice: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser’s Confidential Information.

29.4. Notwithstanding termination of this Contract, the obligations of Contractor with respect to Confidential Information received prior to termination shall continue for three (3) years from the date the Confidential Information was received.

29.5. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties available by law.

Purchaser’s Authority and Responsibilities

30. Purchaser Use of Master Contract

30.1. This Master Contract may be used only by Purchasers who have a Customer Service Agreement with DIS and is not for personal use. Reference of this Master Contract Number and/or Purchaser’s signature on the order document signifies agreement to comply with these requirements and all the terms of this Master Contract. Failure to abide by these requirements and the terms of the Master Contract may result in Purchaser forfeiting the right to make future purchases under this or other Master Contracts.
30.2. Reference of this Master Contract Number and/or Purchaser’s signature on the order document signifies Purchaser’s agreement to comply with the terms and conditions of this Master Contract, including but not limited to, Section 12 Purchaser Ownership/Rights in Data, Section 17 Limits of Master Contract Use, Section 19 Equipment Compatibility, Section 20 Installation and Set-up, Section 24 Equipment and Maintenance Documentation, Section 31 Export Restrictions, Section 36 Software Documentation and all Software license terms (Section 32 License Grant, Schedule G: Cisco’s End User License Agreement, and Section 61 Contractor’s Proprietary Information).

31. Export Restrictions

Purchaser shall not transport or transmit, directly or indirectly, the Software or any technical data received from Contractor, nor the direct product derived there from, outside the United States or Canada without Contractor’s prior written consent and without complying with all export laws and regulations of the United States.

Software License

32. License Grant

32.1. In addition to the terms of Schedule G, Contractor’s End User License Agreement, Contractor grants to Purchaser a non-exclusive, non-transferable license to the Software for which Purchaser has paid the required license fees to use for Purchaser’s internal business purpose.

32.2. Purchaser shall not have the right to reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law.

32.3. Purchaser will make and maintain no more than one archival copy of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. Purchaser may also make copies of the Software in the course of routine backups of hard drive(s) for the purpose of recovery of hard drive contents. Purchaser may use backup or archival copies of the Software, without reinstallation or interruption of production copy(ies), for disaster recovery exercises at its disaster recovery site(s), without additional charge. Purchaser may make these backup or archival copies available to the disaster recovery site employees who require use of the Software in order to assist Purchaser with disaster recovery exercises. Purchaser agrees that production use of the Software at the disaster recovery site(s) shall be limited to times when Purchaser’s facilities, or any portion thereof, are inoperable due to emergency situations.

32.4. Business or Support Termination Rights. The license granted herein shall remain effective until terminated. In the event that Contractor ceases to conduct business, or cease to support the Software licensed under this Contract, Purchaser’s license will survive; provided however, that Purchaser’s rights under this license will terminate immediately upon notice if Purchaser fails to comply with any provision of this license.
32.5. **Freedom of Use.** Contractor understands that Purchaser may provide information processing services to other users that are governmental entities and other tax supported entities. Contractor further understands that Purchaser may provide services to the public through web-based applications. Software delivered hereunder may be used in the delivery of these services. Contractor acknowledges and agrees that such use of Software products is acceptable under the use restrictions and licensing terms as set forth in the licensing agreements contained herein; provided however, that Purchaser remains liable for any breach of the Software license under such use.

32.6. In the event of a conflict between the terms of Contractor’s End User License Agreement, and the terms of this Contract, the terms of this Contract will prevail.

### 33. Software Warranty

33.1. Contractor warrants that from the Acceptance Date and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the Product: (i) the media on which the Software is furnished will be free of defects in materials and workmanship, under normal use; and (ii) the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to the Purchaser who is the original licensee. Purchaser’s sole and exclusive remedy and the entire liability of Contractor and its suppliers under this limited warranty will be, at Contractor's or its service center’s option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to Purchaser, if different than Contractor. In no event, does Contractor warrant that the Software is error free or that Purchaser will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Contractor does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

33.2. **Restrictions.** This warranty does not apply if the Product (a) has been altered, except by Contractor, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Contractor, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) is sold or, in the case of Software, licensed, for beta, evaluation, testing or demonstration purposes for which Contractor does not receive a payment of purchase price or license fee.

33.3. **Disclaimer of Warranty.** Except as specified in this Section 33, all express or implied conditions, representations, and warranties including, without limitation, any implied warranty or condition of merchantability, fitness for a particular purpose, noninfringement, satisfactory quality or arising from a course of dealing, law, usage, or trade practice, are hereby excluded to the extent allowed by applicable law. To the extent an implied warranty cannot be excluded, such warranty is limited in duration to the warranty period. This disclaimer and exclusion shall apply even if the express warranty set forth herein fails of its essential purpose. Purchaser must notify Contractor promptly of any claimed breach of warranty.
34. **No Surreptitious Code Warranty**

34.1. Contractor warrants that the Software, when shipped by Contractor or downloaded from Cisco.com, is free from Viruses. As used herein, the term “Viruses” means codes programs or commands designed to (1) alter, damage or erase computer data or programs or (2) permit unauthorized access to Purchaser systems, any of which is intended to destroy or cause the Purchaser’s system to malfunction. Purchaser’s sole and exclusive remedy and the entire liability of Contractor and its suppliers under this warranty will be, at Contractor or its service center’s option, repair, replacement, or refund of the price of the infected software if reported (or, upon request, return) to the party supplying the software to Purchaser, if different from Contractor.

34.2. **Restrictions.** This warranty does not apply if the Product (a) has been altered, except by Contractor, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Contractor, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) is sold or, in the case of Software, licensed, for beta, evaluation, testing or demonstration purposes for which Contractor does not receive a payment of purchase price or license fee.

34.3. **DISCLAIMER OF WARRANTY.** EXCEPT AS SPECIFIED IN THIS SECTION 34, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. PURCHASER MUST NOTIFY CONTRACTOR PROMPTLY OF ANY CLAIMED BREACH OF WARRANTY.

35. **Cisco Software Application Support Services**

Contractor will offer Software application support services as described in H.

36. **Software Documentation**

Contractor shall provide two (2) complete sets of documentation for each Software Order, including technical, maintenance, and installation information. Contractor shall provide the documentation on or before the date Contractor delivers its respective Software. There shall be no additional charge for this documentation or the updates, in whatever form provided. Contractor’s Software documentation shall be comprehensive, well structured, and indexed for easy reference. If Contractor maintains its technical, maintenance and installation documentation on a web site, Contractor may fulfill the obligations set forth in this section by providing Purchaser access to its web-based documentation information. Purchaser may make a reasonable number of copies of the documentation; provided however, that Purchaser shall not remove, overprint or change any notice, including as to ownership or confidentiality from any originals or copies of the documentation. Purchaser has no right, and specifically agrees not to modify or adapt the documentation or create derivative works based on the documentation, or permit third parties to do the same.
Contract Administration

37. Legal Notices

37.1. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except for subpoena or notice of legal process and except notice of malfunctioning Equipment or Software) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or via facsimile, to the parties at the addresses and fax numbers provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a “writing,” such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be “in writing” or “written” to an extent no less than if it were in paper form.

To Contractor at: To DIS at:
Cisco Systems, Inc. State of Washington
Attn: VP, Legal Affairs Attn: TSD Contract Administrator
If by US Postal Service: If by Overnight Courier:
300 E. Tasman Road PO Box 42445 2411 Chandler Court SW
San Jose, CA 95134 Olympia, WA 98504 Olympia, WA 98502
Phone: ( 408) 527-5857 Phone: 360-725-4200
Fax:     (408) 527-2022 Fax:      360-664-0711

or to Purchasers at the address and fax number listed on their purchase order.

37.2. Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

37.3. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Products or Services provided pursuant to this Contract is served upon Contractor or Purchaser, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process.

38. Contractor Account Manager

Contractor shall appoint an Account Manager for the State’s account under this Contract who will provide oversight of Contractor activities conducted hereunder. Contractor’s Account Manager will be the principal point of contact for DIS concerning Contractor’s performance under this Contract. Contractor shall notify the DIS Contract Administrator, in writing, when there is a new Contractor Account Manager assigned to this Contract. The Contractor Account Manager information is:

Contractor Account Manager: Keith McManigal
Address: 4160 6th Avenue SE, Suite 203
Phone: 425-468-0894 Fax: 360-491-3436 E-mail: kmcmanig@cisco.com
39. **Contractor Project Manager**

Contractor shall assign a Contractor Project Manager for each Purchaser project. Purchaser shall have approval rights over the Contractor Project Manager, or any replacements thereof. The Contractor Project Manager shall be the principal point of contact for Purchaser and shall coordinate Contractor’s activities. The Contractor Project Manager shall produce and maintain a complete plan for all Contractor-related activities concerning installation and training.

40. **Section Headings, Incorporated Documents and Order of Precedence**

40.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.

40.2. Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

   a) Schedules A, B, C, D, E, F, G, H and I;
   b) DIS’ RFP (Exhibit A);
   c) Contractor’s Response to DIS’ RFP (Exhibit B);
   d) The terms and conditions contained on Purchaser’s Order Documents, if used (excluding any pre-printed terms and conditions); and
   e) All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to effect the sale of Equipment to Purchaser.

40.3. In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:

   a) Applicable federal and state statutes, laws, and regulations;
   b) Sections of this Contract;
   c) Schedules A, B, C, D, E, F, G, H and I;
   d) DIS’ RFP (Exhibit A);
   e) Contractor’s Response to DIS’ RFP (Exhibit B);
   f) The terms and conditions contained on Purchaser’s Order Documents, if used; provided that the pre-printed terms and conditions have no force or effect; and
   g) All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to effect the sale of Equipment to Purchaser.

41. **Entire Agreement**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Contractor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, or Prices set forth in this Contract will be effective without the written consent of both parties.
42. **Authority for Modifications and Amendments**

No modification, amendment, alteration, addition, or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by DIS and Contractor.

43. **Additional Products and Services**

DIS acknowledges that Contractor will add and delete Products from its *Global Price List (U.S.)* in accordance with changing technology and Contractor’s usual business practices and that such Products will be available to Purchasers under this Contract at the discounts set forth in Section 4 *Pricing*. DIS reserves the right to restrict new and different categories of Products from being sold under this Contract, upon written notice to Contractor. Contractor may submit new Products and Services with associated discounts or prices to the DIS Contract Administrator. New or changed Products and Services submitted by Contractor shall meet all mandatory requirements of the RFP. Additional Products or Services that are determined by DIS to be appropriate to the scope of this Master Contract, may be added to this Master Contract by an instrument in writing, signed by both Contractor and DIS. Such writing shall include a specific description of the additional Products and/or Services, pricing, and additional terms and conditions as relevant.

44. **Independent Status of Contractor**

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW (State Civil Service Law) or Title 51 RCW (Industrial Insurance).

45. **Governing Law**

This Contract shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County or the county in which Purchaser is located within the state of Washington.

46. **Rule of Construction as to Ambiguities**

Each party to this Master Contract acknowledges that such party has reviewed this Agreement and participated in its drafting and agrees that no provision of this Master Contract shall be construed against or interpreted to the disadvantage of a party by reason of such party having or being deemed to have drafted, structured or dictated such provision or provisions.

47. **Subcontractors and Fulfillment Partners**

47.1. DIS acknowledges that Contractor uses Subcontractors in many areas of its business and approves Contractor’s use of such Subcontractors subject to Section 47.3.
47.2. Contractor may also, with prior written consent from DIS, which consent shall not be unreasonably withheld, enter into subcontracts with third parties as Fulfillment Partners. Fulfillment Partners are Subcontractors who may resell Products and Services under this Contract at the Prices established in this Contract and bill Purchasers directly for such Products and Services. Fulfillment Partners are required to report all sales under this Contract to Contractor and Contractor shall account for Fulfillment Partner sales in Contractor’s Activity Reports to DIS, see Sections 74 and 75 below. DIS consents to Contractor’s use of the Fulfillment Partners as listed in Schedule I.

47.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to Purchaser for any breach in the performance of Contractor’s duties. For purposes of this Contract, Contractor agrees that all Subcontractors shall be held to be agents of Contractor. Contractor further agrees to be responsible for the acts or omissions of such Subcontractors, their agents, or employees subject to the limitations set forth in the **Limitation of Liability** section of this Contract. Except to the extent such loss or damage was contributed to by Purchaser or DIS, Purchaser or DIS shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of employees, or violations of the **Protection of Purchaser’s Confidential Information**, and **Patent and Copyright Indemnification** sections of this Contract occasioned by the acts or omissions of Contractor’s Subcontractors, their agents or employees.

48. **Assignment**

48.1. With the prior written consent of DIS, which consent shall not be unreasonably withheld, Contractor may assign this Contract including the proceeds hereof, only as a result of a merger or acquisition.

48.2. Upon sixty (60) day’s written notice, DIS may assign this Contract to any Washington state agency, provided that such assignment shall not operate to relieve Purchaser of any of its duties and obligations hereunder.

49. **Publicity**

49.1. The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor’s products by DIS or Purchaser and shall not be so construed by Contractor in any advertising or other publicity materials.

49.2. Contractor agrees to submit to DIS, all advertising, sales promotion, and other publicity materials relating to this Contract or any Product furnished by Contractor wherein DIS’ or Purchaser’s name is mentioned, language is used, or Internet links are provided from which the connection of DIS’ or Purchaser’s name with Contractor’s Products or Services may, in DIS’ or Purchaser’s judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of DIS or Purchaser prior to such use.

50. **Review of Contractor’s Records**

50.1. Contractor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to Minority and Women’s Business Enterprise participation, protection and use of Purchaser’s Confidential Information, and accounting procedures and practices which sufficiently and properly
reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Contractor shall retain all such records for six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Contract, whichever is later.

50.2. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the DIS Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the State. During this Contract’s term, Contractor shall provide access to these items within Thurston County or the county where Purchaser is located. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Fulfillment Partners.

50.3. Contractor shall incorporate this section’s records retention and review requirements into its contracts with Fulfillment Partners.

50.4. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Contractor’s cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from Purchaser’s review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

General Provisions

51. Patent and Copyright Indemnification

51.1. Contractor will have the obligation to defend any claim, suit or proceeding brought against DIS or Purchaser, so far as it is based on a claim that any Products infringe a copyright or issued patent or for a reasonable royalty on a published patent application enforceable in the United States (in all cases, such copyright or patent existing or issued no later than five years following the termination or expiration of this Contract or a patent application published as of the date of termination or expiration of this contract) or misappropriates a trade secret. Contractor shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys’ fees awarded by a court of competent jurisdiction or reasonably incurred by DIS or Purchaser. Contractor’s obligations specified in this paragraph will be conditioned on:

a) DIS or Purchaser notifying Contractor promptly in writing of the claim or threat thereof, but DIS’ or Purchaser’s failure to provide timely notice shall only relieve Contractor from its defense obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Contractor;

b) DIS or Purchaser agreeing to use its best efforts to encourage the Office of the Attorney General of Washington to give Contractor full and exclusive authority for the defense and settlement thereof and any subsequent appeal. In the event that DIS or Purchaser has used its best efforts as aforesaid and the Office of the Attorney General of Washington participates in the defense and settlement of the claim and any subsequent appeal, DIS
or Purchaser agrees: (i) that any participation shall be at the cost and expense of DIS or Purchaser; and (ii) that the Office of the Attorney General of Washington shall not prevent Contractor from settling the claim provided that any such settlement or compromise includes a release of the state of Washington and Purchaser from all liability arising out of the claim; and

c) DIS or Purchaser providing information for and assistance with the defense and settlement thereof and any subsequent appeal.

51.2. If such claim has occurred, or in Contractor’s opinion is likely to occur, DIS and Purchaser agree to permit Contractor, at its option and expense, either to: (a) procure for Purchaser the right to continue using the Products; (b) replace or modify the same so that it becomes non-infringing; or (c) if neither of the foregoing alternatives is reasonably available, immediately terminate Contractor’s obligations (and Purchaser’s rights) under this Contract with regard to such Products, and, if Purchaser returns such Products to Contractor, refund to Purchaser the price originally paid by Purchaser to Contractor for such Products, less reasonable amortization for use.

51.3. Notwithstanding the foregoing, Contractor has no liability for any claim of infringement based upon: (a) the combination, operation, or use of any Products with equipment, devices, or software not supplied by Contractor, (b) alteration or modification of any Products; or (c) Contractor’s compliance with Purchaser’s designs, specifications, or instructions; unless the claim arose against Contractor’s Product independently of any of these specified actions.

51.4. Contractor also shall have no liability for any claim based upon the amount or duration of use that Purchaser makes of the Product or revenue from services provided by Purchaser to external or internal customers that utilize the Products, except that this does not limit Contractor’s obligations under subsection 51.1 for claims alleging infringement of the Products and Reports themselves.

51.5. Notwithstanding any other provisions hereof, Contractor shall not be liable for any claim based on Purchaser’s use of the Products after Contractor has informed Purchaser of modifications or changes in the Products required to avoid such claims and offered to implement those modifications or changes, if such claim would have been avoided by implementation of Contractor’s suggestions.

51.6. The foregoing states the entire obligation of Contractor and its suppliers and the exclusive remedy of Purchaser with respect to infringement or misappropriation of intellectual property rights. The foregoing is given to DIS and Purchaser solely for their benefit and in lieu of, and Contractor disclaims, all warranties of non-infringement with respect to the Products.

52. Save Harmless

Contractor, DIS and Purchaser shall protect, indemnify and save each other harmless, to the extent permitted by law, from and against any claims, damages, losses, liabilities or expenses, including reasonable attorneys’ fees, resulting from any third-party claim, for any or all bodily injuries to persons or damage to tangible personal property (excluding lost data) arising from intentional, willful or negligent acts or omissions of the indemnifying party, its officers, employees, agents, or subcontractors. In the event of a third-party claim, the damages and expenses, including reasonable attorneys’ fees, shall be allocated between the parties in proportion to the relative fault of each party, its officers, employees, agents, or subcontractors.
53. **Insurance**

53.1. Contractor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this Section. Such insurance shall be maintained with insurance companies with an A.M. Best’s Insurance Rating of A-:VIII or better. Contractor shall give DIS thirty (30) days prior written notice of cancellation, nonrenewal or adverse material change in such insurance if it no longer complies with any of the requirements set forth in this Contract. If any policy of insurance required to be maintained pursuant to this Contract is cancelled or nonrenewed, Contractor shall promptly replace the policy with a substantially similar policy from an insurer with an A.M. Best’s Insurance Rating of A-:VIII or better, provided that Contractor may provide a notice of self insurance.

53.2. The minimum acceptable limits shall be as indicated below:

a) Contractor shall maintain Commercial General Liability insurance with bodily injury and property damage limits of $1,000,000 per occurrence and $2,000,000 aggregate. Such insurance shall (a) provide for contractual liability coverage, (b) provide for cross liability coverage, and (c) name DIS as an additional insured, but only to the extent of liabilities falling within the indemnity obligations pursuant to the terms of Section 52 **Save Harmless**.

b) Contractor shall maintain Business Automobile Liability insurance covering all owned, rented and non-owned vehicles used in the course of this Contract with limits of $1,000,000 each accident for bodily injury and property damage.

c) Contractor shall maintain Workers’ Compensation insurance as required by any applicable law or regulation and in accordance with the laws of the nation, state, territory or province having jurisdiction over Contractor’s employees. Contractor shall maintain Employer’s Liability insurance with limits of $1,000,000.

d) Contractor shall maintain Electronics Errors and Omissions insurance with respect to its products and Services with limits of $1,000,000 per claim.

53.3. Contractor shall pay premiums on all insurance policies. Contractor shall provide a copy of the policy endorsement(s).

53.4. Contractor agrees to require each Subcontractor to maintain the following insurance:

a) Workers’ Compensation insurance, in accordance with the provisions of the laws of the nation, state, territory or province having jurisdiction over the subcontractor’s employees, and Employer’s Liability insurance with limits of $1,000,000.

b) Commercial General Liability insurance with a limit of liability of $1,000,000 per occurrence for bodily injury and property damage and $2,000,000 aggregate.

c) Business Automobile Liability insurance covering use of vehicles used in the course of this Agreement with a limit of liability of $1,000,000 per accident for bodily injury and property damage.

53.5. Contractor shall furnish to DIS copies of certificates and endorsements of all required insurance within thirty (30) calendar days of this Contract’s Effective Date, and copies of renewal certificates and endorsements of all required insurance within thirty (30) days after the renewal date. Failure to provide evidence of coverage may, at DIS’s sole option, result in this Contract’s termination.

53.6. By requiring insurance herein, DIS does not represent that coverage and limits will be adequate to protect Contractor. Such coverage and limits shall not limit Contractor’s liability under the indemnities and reimbursements granted to DIS and Purchaser in this Contract.
54. **Licensing Standards**

Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary in the performance of this Contract. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)

55. **OSHA/WISHA**

Contractor represents and warrants that its Products, when shipped, are designed and manufactured to meet then current federal and state safety and health regulations. Contractor agrees to indemnify and hold DIS and Purchaser harmless from all damages assessed against DIS or Purchaser as a result of the failure of the Products furnished under this Contract to so comply.

56. **Antitrust Violations**

Contractor and Purchaser recognize that in actual economic practice overcharges resulting from antitrust violations are usually borne by Purchaser. Therefore, Contractor hereby assigns to Purchaser any and all claims for such overcharges as to goods and services purchased in connection with this Contract, except as to overcharges not passed on to Purchaser resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Price under this Contract.

57. **Compliance with Civil Rights Laws**

During the performance of this Contract, Contractor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor’s noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with the State.

58. **Severability**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

59. **Waiver**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

60. **Treatment of Assets**

60.1. Title to all property furnished by Purchaser shall remain in Purchaser. Title to all property furnished by Contractor, for which Contractor is entitled to reimbursement, other than rental payments, under this Contract, shall pass to and vest in Purchaser pursuant to the **Title to**
Equipment section. As used in this section Treatment of Assets, if the “property” is Contractor’s proprietary, copyrighted, patented, or trademarked works, only the applicable license, not title, is passed to and vested in Purchaser.

60.2. Any Purchaser property furnished to Contractor shall, unless otherwise provided herein or approved by Purchaser, be used only for the performance of this Contract.

60.3. Contractor shall be responsible for any loss of or damage to tangible personal property of Purchaser that results from Contractor’s negligence or that results from Contractor’s failure to maintain and administer that property in accordance with sound management practices.

60.4. Upon loss or destruction of, or damage to any Purchaser tangible personal property, Contractor shall notify Purchaser thereof and shall take all reasonable steps to protect that property from further damage.

60.5. Contractor shall surrender to Purchaser all Purchaser property prior to completion, termination, or cancellation of this Contract.

60.6. All reference to Contractor under this section shall also include Contractor’s employees, agents, or Subcontractors.

61. Contractor’s Proprietary Information

61.1. Contractor acknowledges that DIS and Purchaser are subject to chapter 42.17 RCW and that this Contract shall be a public record as defined in chapter 42.17 RCW. Any specific information that is claimed by Contractor to be Proprietary Information, must be clearly identified as such by Contractor. To the extent consistent with chapter 42.17 RCW, DIS and Purchaser shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor’s Proprietary Information, DIS or Purchaser will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, DIS or Purchaser will release the requested information on the date specified.

61.2. Purchaser agrees to use Contractor’s Proprietary Information only for the performance of this Contract, to release it only to authorized employees requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Contractor’s express written consent or as provided by law. Purchaser agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Proprietary Information.

61.3. Purchaser shall have no obligation with respect to information which:
   a) was rightfully in possession of or known to Purchaser without any obligation of confidentiality prior to receiving it from Contractor;
   b) is, or subsequently becomes, legally and publicly available without breach of this Contract;
   c) is rightfully obtained by Purchaser from a source other than Contractor without any obligation of confidentiality;
d) is developed by or for Purchaser without use of the Proprietary Information and such independent development can be shown by documentary evidence;
e) is disclosed by Purchaser pursuant to a valid order issued by a court or government agency.

61.4. Contractor shall retain all right, title and interest to its Proprietary Information. By conveying Proprietary Information, Contractor does not grant any license under any trademark, patent or copyright, or application for same, which is now or thereafter may be obtained by such party.

61.5. Purchaser shall not reverse-engineer, decompile, or disassemble any software or remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Proprietary Information disclosed to it.

61.6. WITHOUT PREJUDICE TO THE EXPRESS WARRANTIES PROVIDED ELSEWHERE IN THIS CONTRACT, PROPRIETARY INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT, SHALL CONTRACTOR BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE PROPRIETARY INFORMATION.

61.7. Notwithstanding termination of this Contract, the obligations of Purchaser with respect to Confidential Information received prior to termination shall continue for three (3) years from the date the Proprietary Information was received.

61.8. Violation of this section by Purchaser or its subcontractors may result in termination of an Order under this Contract, monetary damages, or penalties available by law.

Disputes and Remedies

62. Disputes

62.1. In the event a bona fide dispute concerning a question of fact arises between Contractor and Purchaser and it cannot be resolved between the parties or by the DIS Contract Administrator, either party may initiate the dispute resolution procedure provided herein. The parties agree that the decision of the Dispute Resolution Panel is non-binding.

62.2. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

   a) If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next three (3) Business Days.

   b) The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.
c) Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

62.3. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible. Unless irreparable harm will result, neither party shall commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.

62.4. Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

62.5. If the subject of the dispute is the amount due and payable by Purchaser for Services being provided by Contractor, Contractor shall continue providing Services pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

63. Non-Exclusive Remedies

Unless it is stated to be exclusive, the remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

64. Liquidated Damages

64.1. Liquidated Damages - General
   a) Any delay by Contractor in meeting the Delivery Date or Installation Date, as applicable, will interfere with the proper implementation of Purchaser’s programs, causing loss and damage to Purchaser.
   b) As it would be impracticable to fix the actual damage sustained in the event of such failure to perform, Purchaser and Contractor agree that the amount of damage that will be sustained will be the amount set forth in the following sections. The parties agree that Contractor shall pay such amounts as liquidated damages and not as a penalty.
   c) Liquidated damages provided under the terms of the Master Contract are subject to the same limitations as provided in Subsection, 64.2 (Liquidated Damages - Specific) and Subsection 66.3 (Limitation of Liability).

64.2. Liquidated Damages – Specific

If Contractor fails to deliver or install the Equipment by the agreed upon Delivery or Installation Date, as applicable, Contractor shall provide a Revised Delivery or Installation Date and pay to Purchaser as fixed and agreed upon liquidated damages, in lieu of all other damages due to such delay, an amount equal to two percent (2%) of the purchase price of the Equipment up to a maximum of One Thousand dollars ($1,000.00) per day for each calendar day between the specified Delivery or Installation Date and the date that Contractor actually delivers or installs the Equipment, such liquidated damages not to exceed, on a monthly basis, Ten Thousand Dollars ($10,000.00).

65. Failure to Perform

If Contractor fails to perform any substantial obligation under this Contract, DIS or Purchaser shall give Contractor written notice of such Failure to Perform. If after thirty (30) calendar days
from the date of the written notice Contractor still has not performed, then DIS or Purchaser may withhold all monies due and payable to Contractor, without penalty to DIS or Purchaser, until such Failure to Perform is cured or otherwise resolved.

66. Limitation of Liability

66.1. Notwithstanding anything else herein, all liability of Contractor under this Contract or otherwise shall be limited to the greater of one million dollars ($1,000,000) or the money paid to Contractor under this Contract during the twelve (12) month period preceding the event or circumstances giving rise to such liability. This limitation of liability is cumulative and not per incident and will not apply to costs related to the indemnification obligations of Contractor, pursuant to Section 51 Patent and Copyright Indemnification and Section 52 Patent and Copyright Indemnification and Section 52 Patent and Copyright Indemnification

66.2. The parties agree that Contractor, DIS and Purchaser shall not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages or lost revenue, lost profits, or lost or damaged data, except a claim related to bodily injury or death caused by a party’s negligence or wilful misconduct, and except a claim or demand based on Purchaser’s breach of its obligations under Section 32, License Grant. The damages specified in the sections titled OSHA/WISHA and Review of Contractor’s Records are not consequential, incidental, indirect, or special damages as those term are used in this section.

66.3. Contractor, DIS and Purchaser shall not be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Contractor, DIS or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than DIS or Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Contractor, DIS, Purchaser, or their respective Subcontractors.

66.4. If delays are caused by a Subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.

Contract Termination

67. Termination for Default

67.1. If Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its material obligations under this Contract, then the DIS Contract Administrator or Purchaser shall give Contractor written notice of such failure or violation, and the failure or violation shall be corrected by Contractor within thirty (30) calendar days or as otherwise agreed. If such breach is not capable of cure within thirty (30) days, Contractor must commence cure within such thirty (30) day period and diligently pursue completion of such cure. If Contractor’s failure or violation is not so corrected, this Master Contract may be terminated immediately by written notice from
the DIS Contracting Officer to Contractor, or an Order may be terminated by written notice to Contractor from Purchaser.

67.2. If either DIS or Purchaser violates any material term or condition of this Master Contract or fails to fulfill in a timely and proper manner its obligations under this Master Contract, then Contractor shall give DIS or Purchaser, as appropriate, written notice of such failure, which shall be corrected by DIS or Purchaser within thirty (30) calendar days, or as otherwise agreed. If such failure to perform is not so corrected, Purchaser’s Order may be terminated by written notice from Contractor to Purchaser or, if appropriate, this Master Contract may be terminated by written notice from Contractor to DIS.

67.3. If the Failure to Perform is without the defaulting party’s control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

67.4. This section shall not apply to any failure(s) to perform that results from the willful or negligent acts or omissions of the aggrieved party.

68. Termination for Convenience

When, at the sole discretion of DIS, it is in the best interest of the State, the DIS Contracting Officer may terminate this Master Contract, in whole or in part, by fourteen (14) calendar days written notice to Contractor.

69. Termination for Withdrawal of Authority

In the event that DIS’ or Purchaser’s authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Master Contract or any Order and prior to normal completion, DIS may terminate this Master Contract, or a Purchaser may terminate its Order(s), by seven (7) Business Days written notice to Contractor. No penalty shall accrue to DIS and Purchasers in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Master Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Products or Services from a third party.

70. Termination for Non-Allocation of Funds

If funds are not allocated to DIS or a Purchaser to continue this Master Contract or Order in any future period, DIS may terminate this Master Contract, or Purchaser may terminate its Order(s) by seven (7) Business Days written notice to Contractor or otherwise work with Contractor to arrive at a mutually acceptable resolution of the situation. DIS or Purchasers will not be obligated to pay any further charges for Products or Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. DIS or Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to DIS or Purchasers in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Master Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Products or Services from a third party.

71. Termination for Conflict of Interest

DIS may terminate this Master Contract, or Purchaser its Order(s), by written notice to Contractor if DIS or Purchaser determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and
procurement and performance of contracts. In the event this Master Contract or any Order is so
terminated, DIS and Purchasers shall be entitled to pursue the same remedies against Contractor as
it could pursue in the event Contractor breaches this Master Contract or any Order.

72. **Termination Procedure**

72.1. Upon termination of this Master Contract or any Order, DIS and Purchaser, in addition to
any other rights provided in this Master Contract and applicable Order, may require
Contractor to deliver to Purchaser any property specifically produced or acquired for the
performance of such part of this Master Contract or Order as has been terminated. The
section titled **Treatment of Assets** shall apply in such property transfer.

72.2. Unless otherwise provided herein, Purchaser shall pay to Contractor the agreed-upon
Price, if separately stated, for the Products and Services received by Purchaser, provided
that in no event shall Purchaser pay to Contractor an amount greater than Contractor
would have been entitled to if this Master Contract or Order had not been terminated.
Failure to agree with such determination shall be a dispute within the meaning of the
**Disputes** section of this Master Contract. Purchaser may withhold from any amounts due
Contractor such sum as Purchaser determines to be necessary to protect Purchaser from
potential loss or liability.

72.3. Contractor shall pay amounts due Purchaser or DIS as the result of termination within
sixty (60) calendar days of notice of the amounts due. If Contractor fails to make timely
payment, Purchaser or DIS may charge interest on the amounts due at one percent (1%) per month until paid in full.

73. **Covenant Against Contingent Fees**

73.1. Contractor warrants that no person or selling agency has been employed or retained to
solicit or secure this Contract upon any agreement or understanding for a commission,
percentage, brokerage, or contingent fee, *except* bona fide employees or a bona fide
established commercial or selling agency of Contractor.

73.2. In the event Contractor breaches this section, Purchaser shall have the right to either
annul this Contract without liability to Purchaser, or, in Purchaser’s discretion, deduct
from payments due to Contractor, or otherwise recover from Contractor, the full amount
of such commission, percentage, brokerage, or contingent fee.

**Activity Reporting and Administration Fee**

74. **DIS Master Contract Administration Fee**

74.1. All purchases made under this Master Contract are subject to a DIS Master Contract
Administration Fee, remitted by Contractor to DIS.

74.2. The Master Contract Administration Fee is one half of one percent (.5% or .005) of the
purchase price. The purchase price is defined as total invoice price less sales tax.

74.3. Contractor shall hold the Master Contract Administration Fee in trust for DIS until the
Fees are remitted to the DIS Contract Administrator, along with the Master Contract
Activity Report.
75. **Activity Reporting**

75.1. Contractor shall submit to the DIS Contract Administrator a quarterly Activity Report of all Products and Services purchased under this Master Contract. The report shall identify:

   a) This Master Contract number;
   
b) The month in which the purchase occurred;
   
c) Each Purchaser making purchases during each month of the reporting period (identified and grouped by state, local or educational entity);
   
d) The total purchases by each Purchaser;
   
e) The total invoice price (excluding sales tax) for each Purchaser;
   
f) The sum of all invoice prices, excluding sales tax, for all Purchasers; and
   
g) The total amount of the DIS Master Contract Administration Fee.

75.2. The Activity Report and the DIS Master Contract Administration Fee shall be submitted on a quarterly basis in accordance with the following schedule:

<table>
<thead>
<tr>
<th>For activity in the months:</th>
<th>Report &amp; Fee Due:</th>
</tr>
</thead>
<tbody>
<tr>
<td>January, February, March</td>
<td>April 15th</td>
</tr>
<tr>
<td>April, May, June</td>
<td>July 15th</td>
</tr>
<tr>
<td>July, August, September</td>
<td>October 15th</td>
</tr>
<tr>
<td>October, November, December</td>
<td>January 15th</td>
</tr>
</tbody>
</table>

75.3. Reports are required to be submitted electronically, in either Microsoft Word or Excel format. Reports are to be sent electronically via E-mail to: mcadmin@dis.wa.gov.

75.4. This report may be corrected or modified by the DIS Contract Administrator with subsequent written notice to Contractor.

75.5. Activity Reports are required even if no activity occurred.

75.6. Upon request by DIS, Contractor shall provide, in the format requested, the contact information for all Purchasers during the term of the Master Contract.

76. **Electronic Funds Transfer**

The DIS Master Contract Administration Fee shall be paid through Electronic Funds Transfer (EFT) to an Automated Clearing House (ACH). Contractor shall utilize the ACH Debit option, which is an arrangement between the Contractor and DIS’ bank. Contractor initiates the action, specifying the amount of funds and the effective date of payment. On the effective date, the funds are withdrawn from Contractor’s account and transferred to the DIS account. Contractor will be provided by separate instrument the DIS account information and a toll-free number to initiate the quarterly transaction. There is no cost to Contractor.

77. **Failure to Remit Reports/Fees**

77.1. Failure of Contractor to remit the Master Contract Activity Report together with the Master Contract Administration Fee may be considered a failure to perform on the part of Contractor, which may result in DIS terminating this Master Contract with Contractor.
77.2. The DIS Contract Administrator will notify Contractor of any Purchaser who has forfeited its right to purchase under this Master Contract. After such notification, any sale by Contractor to a forfeiting Purchaser may be considered failure to perform by Contractor.

77.3. If the performance issues are resolved, DIS, at its option, may reinstate a Contractor’s participation or a Purchaser’s right to purchase.

Contract Execution

78. Authority to Bind

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

79. Counterparts

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

80. Facsimile Execution

The parties agree that this Contract may be executed by facsimile signature, and shall be effective as of the date of such facsimile signature. If executed by facsimile, the parties agree to provide original signature pages within ten (10) business days of facsimile execution.

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Approved
State of Washington
Department of Information Services

Signature

Michael D. McVicker 8/12/05
Print or Type Name Date

Approved
Cisco Systems, Inc.

Signature

FRANK A. CALDERONI 8/12/05
Print or Type Name Date

VP, WW SALES FINANCE

Assistant Director

Title
Approved as to Form

State of Washington
Office of the Attorney General

Approved As to Form by Suzanne Shaw, AAG
Via email dated 8-10-05, Attached

Signature

Suzanne Shaw
Print or Type Name

Assistant Attorney General
Title Date

Contractor Information

Contractor’s UBI Number: 601-170-389
From: Shaw, Suzanne (ATG)
Sent: Wednesday, August 10, 2005 3:31 PM
To: Kirk, Marie (DIS)
Subject: FW: The Real Final WA Cisco Master Contract

Attachments: T06-MST-001 Cisco.pdf; 8-10-05 Tracked WA-Cisco T06-MST-001.doc
No problem, Marie. I'm just approving the revised version. As you can see, I needed to whip my digital signature certificate into shape anyway. The attached master contract is approved as to form.

Suzanne Shaw, AAG
Office of the Attorney General
Government Operations Division
P.O. Box 40108
Olympia, WA 98504-0108
suzannes@atg.wa.gov
360 753 9671
360 586 3593 fax

-----Original Message-----
From: Kirk, Marie (DIS)
Sent: Wednesday, August 10, 2005 3:23 PM
To: Shaw, Suzanne (ATG)
Subject: FW: The Real Final WA Cisco Master Contract

Wouldn't you know that there would be some last minute changes. They are itemized in the email below and tracked in the attached Word document. I have also attached the complete final file again (with these changes) I consider these all to be minor, but let me know how you would like to handle this.

From: Kirk, Marie (DIS)
Sent: Wednesday, August 10, 2005 3:15 PM
To: 'Kate Keen (kkeen)'
Subject: The Real Final WA Cisco Master Contract

I think there were 4 things to correct and 4 corresponding pages to replace, as follows:

Paragraph 1 - Remove definition for "Revised Installation Date" and "Specifications."

Paragraph 13 - Capitalize the "s" in software two times

Paragraph 41 - modify wording of last sentence

Paragraph 51.4 - correct the error message with the appropriate cross reference.

This file should do the trick. Let me know if I missed something.

Marie
Schedules

Schedule A: Demo Equipment Loaner Agreement
Schedule B: SMARTnet and SMARTnet On-Site Support Exhibit
Schedule C: Focused Technical Support and Network Optimization Support Exhibit
Schedule D: Installation Services and Subject Matter Advisory Services Exhibit
Schedule E: Technical Application Support Exhibit
Schedule F: Cisco Problem Prioritization and Escalation Guideline
Schedule G: Cisco’s End User License Agreement
Schedule H: Software Application Services Agreement
Schedule I: Fulfillment Partners
Schedule A

Demo Equipment Loaner Agreement

Date
Cisco Quote No. ______________

Customer Contact Name
Marketplace No.: MP

Company Name

Street Address

City, State, Zip Code

Contact Phone No.

Cisco Systems, Inc. is pleased to offer to you for demonstration purposes the Cisco products (and the associated documentation/materials) listed in Exhibit A ("Products") in exchange for your agreement to the terms set forth herein. The demonstration period begins on the date the Products are shipped by Cisco and expires no more than ____(___) [ESO=45 days; SP and Federal=90 days] days after that date. This period will be referred to in this agreement as the “Demonstration Period.”

Cisco will ship the Products to you at no charge. You shall return the Products prior to the end of the last day of the Demonstration Period to the Cisco Systems Demo Depot (at the address shown below). Return of the Products will be at Cisco’s expense using the pre-paid shipping waybill(s) provided with the Products. The shipping waybill(s) must reference the “sales order number” which is contained in the “return shipping documents” provided with the products. If you fail to return the Products to the Cisco Systems Demo Depot within five (5) days of the end of the Demonstration Period and in accordance with the aforementioned process, you will be invoiced for the full list price of the Products which shall be paid in full upon receipt of the invoice. Cisco shall at all times retain all right, title and interest to all Products provided under this Agreement. You agree that you will not pledge, mortgage, grant a security interest in, or otherwise encumber the Products (or any component thereof) while they are in your possession. You further agree that, upon Cisco’s request, you will affix a label to the Products identifying Cisco as the owner of the Products. Notwithstanding the foregoing, Cisco is granting you a limited, royalty-free, non-exclusive, non-transferable license to use, but not to redistribute, the Products solely for purposes of demonstration and solely during the Demonstration Period. Any right not granted hereunder is specifically reserved by Cisco, including, but not limited to the right to copy, modify, embed, or sell the Products or any parts thereof. Unless you have first received Cisco’s written permission to do so, you may not export the Products.

In connection with any demonstration of the Products, you may receive Cisco Proprietary Information. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws, information regarding Cisco’s hardware, software, and service products, technical, financial and marketing data, and information on cisco.com, to the extent that such information is exempt from disclosure pursuant to RCW 42.17 or other federal or state statutes. You agree to use this Proprietary Information solely for the purpose of evaluating the Products, to not disclose any Proprietary Information to third parties, and to use the same means to protect against unauthorized use and disclosure of the Proprietary Information that you use to protect your own confidential information, but in no event less than a reasonable degree of care. You also agree that all use of the Products during any Demonstration Period will be consistent with and in accordance with the provisions of the Software License supplied with the Products. In no event shall Products be used in a production network or environment. You further agree that Products will not be sold, transferred altered, decompiled, disassembled or reverse-engineered in any way during any Demonstration Period. Products are provided on an As-Is basis. Cisco expressly disclaims all warranties, express or implied, to the greatest extent permitted by applicable law. Except for liability arising out of your breach of Cisco’s proprietary rights or software license, in no
event shall either party or their respective suppliers be liable for any direct, indirect, special or consequential damages, lost profits, or lost data, even if either party or its suppliers have been informed of the possibility thereof.

This agreement shall be governed by the laws of the State of Washington, excluding its conflict of laws provisions.

Please indicate your agreement with the terms in this letter by signing and returning it to the address shown on this letter to the following Account Manager/Channel Account Manager:

TYPE IN Account Manager/Channel Account Manager Name HERE
Address
City, State, Zip Code
Telephone No.

If you have any questions, please feel free to contact your Account Manager.

AGREED TO AND ACCEPTED THIS _________ DAY OF ___________________________ By:

Type in Name of Authorized Manager HERE & have them sign above

Type in RM/MCO or Director Title HERE

CISCO SYSTEMS, INC.

Type in Customer Contact Name HERE & have them sign above

Type in Contact Title HERE

Type in Company Name HERE
EXHIBIT A

[Insert Price Quote Sheet Here]
Schedule B
SMARTnet and SMARTnet On-Site Support Exhibit

This SMARTnet and SMARTnet On-Site Support Exhibit is Schedule B to the Contract and is incorporated into the Contract by this reference. “Customer” shall mean the same as “Purchaser,” as defined in the Contract. All capitalized terms not defined below have the meaning ascribed thereto in the Contract. In the event of a conflict between the terms of this Exhibit and the Contract, the terms of the Contract shall govern.

1. DEFINITIONS
1.1 “Additional Services” means installation of new hardware, system additions, Hardware upgrades, or non-mandatory engineering changes.
1.2 “Advance Replacement” means shipment of replacement FRU(s) in advance of receipt of failed/defective FRU(s).
1.3 “Field Replacement Unit (FRU)” means any component or sub assembly of an item or unit of Hardware, subject to size and weight limitations, which can reasonably be replaced at a Customer location.
1.4 “Four-Hour Response” means: (i) for Advance Replacement Service, the four (4) hour time period commencing upon Cisco’s problem diagnosis and determination that a FRU is required and ending when the FRU is delivered on-site; and (ii) for On-Site Service, means the four (4) hour time period commencing upon Cisco’s problem diagnosis and determination that remedial On-Site Service is required and ending when the Service personnel arrives on-site.
1.5 “Local Time” means local time Monday through Friday (excluding Cisco observed holidays).
1.6 “Remedial Hardware Maintenance” means diagnosis and on-site replacement of Hardware components with FRU(s).
1.7 “Two-Hour Response” means: (i) for Advance Replacement, the two (2) hour time period commencing upon Cisco’s problem diagnosis and determination that a FRU is required and ending when the FRU is delivered on-site; and (ii) for On-Site Service, the two (2) hour time period commencing upon Cisco’s problem diagnosis and determination that remedial On-Site Service is required and ending when the Service personnel arrives on-site.

2. SERVICE RESPONSIBILITIES OF CISCO.
According to the Service selected and in consideration of the applicable fee paid by Customer, Cisco shall provide the following Services, where available, and in accordance with this Exhibit:

2.1 Services
2.1.1 Provide TAC access 24 hours per day, 7 days per week to assist with Product use, configuration and trouble shooting issues and access to Cisco.com.
2.1.2 Manage the Problem Prioritization and Escalation Guideline described in Schedule F to the Master Contract.
2.1.3 Provide work-around solutions or patches to reported Software problems using reasonable commercial efforts.
2.1.4 Provide Updates upon Customer request, for Software supported under this Appendix. Software for which support has lapsed may be subject to Cisco’s prevailing reinstatement fees.

2.2 Advance Replacement and On-site Services. Cisco shall use commercially reasonable efforts to provide the Advance Replacement Services detailed in Part I below unless a Purchase Order indicates that the Customer has purchase On-site Services in which case Cisco shall provide the Services detailed in Part II below. Destination country importation, Customer compliance with US export controls and customs processes may condition delivery times. Chassis and line card Advance Replacement Service must be at the same level of coverage. Availability for Advance Replacement or On-Site Service SMARTnet 8x5x4 and SMARTnet 24x7x4 is restricted to within one hundred (100) miles of a rapid response depot in the US and seventy five (75) kilometers outside the US of a rapid response depot. Availability for Advance Replacement or On-Site Service SMARTnet 24x7x2 is restricted to within twenty-five (25) miles of a rapid response depot in the US and thirty (30) kilometers outside the US of a rapid response depot. Advance Replacements will be shipped using Cisco’s preferred carrier, freight prepaid by Cisco, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at Customer’s expense. Advance Replacement 8x5x4, 24x7x4 and 24x7x2 may not be available for hardware cabinets or chassis over 50lbs (23kg) or 6ft (2 meters). Advance Replacement is not available for software or consumables (for example, cables, blower assemblies, power cords and mounting hardware). Advance Replacement(s) will be either new or equivalent to new at Cisco’s discretion.

Part I - Advance Replacement Services: Cisco shall offer one of the following levels of Advance Replacement:
1) SMARTnet 8x5xNext Business Day: An Advance Replacement will ship the same day to arrive the next business day provided both the call and Cisco’s diagnosis and determination of the failed hardware has been made before 3:00 p.m., Local Time. For requests after 3:00 p.m., local time, the Advance Replacement will ship the next business day.
2) SMARTnet 8x5x4: Provide Advance Replacement on a Four-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.
3) SMARTnet 24x7x4: Provide Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.
4) SMARTnet 24x7x2: Provide Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.

Part II - SMARTnet On-Site Support Services: Cisco will offer one of the following levels of On-Site Service:
1) SMARTnet On-Site 8x5xNext Business Day: Provide next-business-day Remedial Hardware Maintenance service, together with parts, labor and materials, by 10:00 a.m. Local Time provided both the call and Cisco’s diagnosis and determination that on-site service is required has been made before 3:00 p.m. Local Time the prior day (otherwise, second business day will be provided for calls placed after 3:00 p.m. Local Time).
2) SMARTnet On-Site 8x5x4:
Provide Four Hour Response for Remedial Hardware Maintenance service, together with parts, labor and materials, during Local Time the same business day provided both the call and Cisco’s diagnosis and determination that on-site service is required has been made before 1:00pm Local Time.
3) SMARTnet On-Site 24x7x4:
Provide Four Hour Response for Remedial Hardware Maintenance service twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
4) SMARTnet On-Site 24x7x2:
Provide Two Hour Response for Remedial Hardware Maintenance service twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.

3.0 SERVICE RESPONSIBILITIES OF CUSTOMER.
3.1 Customer will provide a priority level as described in Schedule F to the Master Contract for all calls placed.
3.2 Customer shall provide reasonable access to the Product through the Internet or via modem such that problems may be diagnosed and corrected remotely.
3.3 Customer agrees to use the latest release of software if required to correct a reported Software problem.
3.4 Customer will provide sixty (60) days Notice to Cisco of any requested addition(s) to the Equipment List.
3.5 Customer agrees to notify Cisco, using CCO, of Product on the Equipment List, which Customer has moved to a new location. Customer agrees to make such notification within thirty (30) days of Product relocation.
3.6 Where Customer has purchased the Services detailed under Section 2.2 Part II, Customer agrees to provide an appropriate work environment and reasonable access, working space including heat, light, ventilation, electric current and outlets, and local telephone extension (or toll free domestic and international access to Cisco) for the use of service personnel in the Product’s physical location.
3.7 Where Customer has purchased the Services detailed under Section 2.2 Part II, Customer agrees to back up Software images and configurations on a regularly scheduled basis and to provide such images and configurations to on-site personnel in connection with Remedial Hardware Maintenance activities.
3.8 Where Customer has purchased the Services detailed under Section 2.2 Part II, Customer agrees to provide a minimum of (10%) of the invoice amount only.
3.13 Customer shall provide valid and applicable serial numbers for all Product problems reported to Cisco or where Customer is seeking information from Cisco on Product use.

4.0 SERVICES NOT COVERED UNDER THIS EXHIBIT.
4.1 Any customization of, or labor to install, software.
4.2 Provision of Software Application Services. For purposes of Exhibit, “Software Application Services” means non-resident/stand alone software products which include Cisco’s network management Software, security Software, IP Telephony Software and internet appliance Software and Software made available by Cisco’s Customer Contact Business Unit (“CCBU”) and includes but is not limited to the Software in the following product lines: Cisco ICM software, Cisco Customer Interaction Suite Software and other Software which Cisco designates as CCBU Software.
4.3 Furnishing of supplies, accessories or the replacement of expendable parts (for example, cables, blowers assemblies, power cords, and rack mounting kits).
4.4 Electrical or site work external to the Products.
4.5 Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by natural causes or damaged due to a negligent or willful act or omission by Customer or use by Customer other than as specified in the applicable Cisco-supplied documentation.
4.6 Services to resolve Software or Hardware problems resulting from third party products or causes beyond Cisco’s control.
4.7 Services for non-Cisco software installed on any Cisco Product.
4.8 Any Hardware and/or memory upgrade required to run new or updated Software.
4.9 Additional Services are provided at the then-current time and materials rates.
4.10 Major, minor, and maintenance releases of Microsoft® software platforms. Customers should contact their Microsoft® software vendor directly to obtain information on acquiring releases and/or bug fixes related to Microsoft® software platforms.
4.11 Service for hardware that is installed indoors or that is installed indoors but requires special equipment to perform such Service (for example, hoists, harness, ladders in excess of 8 feet).
4.12 Support for Product for which Customer is unable to provide Cisco a valid and applicable serial number. In the event that Customer is unable to provide a valid and applicable serial number(s) for Product and Cisco agrees to provide Services then fees payable by Customer shall be at Cisco’s then-current time and materials rates.

5.0 EQUIPMENT LIST.
Products covered under this Exhibit are listed in the Product List(s), which may be revised by Customer’s Purchase Order requesting such revisions and Cisco’s acceptance thereof.
Schedule C
Focused Technical Support and Network Optimization Support Exhibit

This Focused Technical Support and Network Optimization Support Exhibit is Schedule C to the Contract and is incorporated into the Contract by this reference. “Customer” shall mean the same as “Purchaser.” This Exhibit is intended to supplement a current maintenance agreement for Cisco products and is only available where all Product(s) in Customer’s Network is supported with a minimum of core services (SMARTnet and/or Software Application Services). All capitalized terms not defined below have the meaning ascribed thereto in the Contract. In the event of a conflict between the terms of this Exhibit and the Contract, the terms of the Contract shall govern.

1.0 DEFINITIONS.

1.1 “Additional Services” means installation of new Hardware, system additions, Hardware upgrades, or non-mandatory engineering changes.

1.2 “Data Collection Tools” means Hardware or Software tools that support the ability to provide troubleshooting on critical cases, data analysis and report generation capabilities.

1.3 “Device Type” means a Cisco supported Hardware product (for example, Catalyst 6509, GSR 12000 and Cisco 7200).

1.4 “Event” means notification by Customer of its performance of a planned Network Hardware, Software, or configuration change.

1.5 “Feature Category” means a Cisco supported and configured category of technical functionality on a specific Device Type (for example, OSPF routing protocol, Novell routed protocol, Fast Ethernet interface type).

1.6 “Level 1” means support which is defined as having the necessary technical staff with the appropriate skills to perform installations, remedial Hardware maintenance and basic Hardware and Software configurations on Cisco Product(s).

1.7 “Level 2” means support that is defined as having the necessary technical staff with the appropriate skills to perform isolation, replication and diagnosis of internetworking based problems on Cisco Product(s). Customer shall not report Software bugs to Cisco prior to attempting to identify the source of such bugs and testing in Customer's Network where appropriate. If the Customer cannot duplicate the bug in Customer's Network, Customer and Cisco shall cooperate in attempting to replicate and resolve related Software bugs in either Customer's or Cisco's test facility as mutually agreed. In all cases Customer will address Software bugs on a best effort basis to replicate same in Customer's Network and document activity to Cisco before seeking further resolve with Cisco's participation.

1.8 “Network” means a set of interconnected and inter-working Cisco supported Hardware and Software that is implemented, operated, and supported by Customer from a single Network Operations Center (“NOC”).

1.9 “Network Infrastructure” means Customer's core transport and aggregation Network technology (i.e., Metro Optical, ATM/FR, IP Core and Cisco security devices including but not limited to Firewall, IDS and VPN3000).
1.10 “Network Infrastructure Size” means the total value of Products in Network, based on the global list price of purchased Products.

1.11 “Software Track” means a unique set of Hardware feature combinations (e.g., unique device function, Network layer, geography, Hardware platform, features, module requirements, stability requirements, risk) that could potentially be addressed by a single Software release.

2.0 SERVICE RESPONSIBILITIES OF CISCO. In consideration of the fee paid by Customer, Cisco shall provide the Services described below and selected by Customer and detailed on a Purchase Order for which Customer has paid the appropriate fee. Cisco shall provide a Quote for Services (“Quote”) setting out the extent of the Services that Cisco shall provide to Customer, unless state otherwise in this Exhibit, and the period during which such Services shall be provided. Customer shall issue a Purchase Order that references the Quote agreed between Cisco and Customer and that, additionally, acknowledges and agrees to the terms contained therein.

A. FOCUSED TECHNICAL SUPPORT. Cisco shall provide the following Services during Standard Business Hours (unless otherwise stated):

2.1 High-Touch Operations Management.

2.1.1 Facilitate Hardware and Software problem resolution case management on a reactive basis for technical issues reported to Cisco by Customer and help Customer determine if appropriate resources are being applied to technical issues reported.

2.1.2 Perform operational data analysis, not to exceed sixteen (16) per year, on critical issues by identifying Customer knowledge gaps and operational abnormalities/gaps. Cisco will provide recommendation and identify possible solutions that Customer may elect to implement to help close knowledge and system quality gaps.

2.1.3 Conduct regularly scheduled conference calls with Customer to discuss operational TAC issues, track open cases and report progress on resolution of open cases.

2.1.4 Onsite visits, not to exceed four (4), to review quarterly operational data analysis reports prepared by Cisco to address Customer cases submitted to TAC and that cover, amongst other things, reactive support contract usage, case statistics, quality issues, overall case analysis (by product type, case priority, etc.), Network analysis and Return Materials Authorization (“RMA”) trending.

2.1.5 Provide informal instructional sessions on troubleshooting tools, and processes during Cisco’s onsite visits.

2.1.6 At Customer request notify TAC, and the Cisco engineer familiar with Customer’s Network, if High-Touch Engineering has been ordered, of any planned Event by pre-opening case and alerting TAC of relevant information related to the scheduled Event, not to exceed two (2) Events per month.

2.2 High-Touch Technical Support Option. Customer must have High-Touch Operations Management across its Network in order to purchase High Touch Technical Support. Under this option, Cisco shall provide the following Services, where available, on a twenty-four (24) hours per day, seven (7) days per week basis:

2.2.1 Provide direct access to the High Touch Technical Support team via a Cisco provided phone number.
2.2.2 Provide response to Customer within fifteen (15) minutes on Severity 1 or Severity 2 calls. For Severity 3 and Severity 4 calls, response shall be within sixty (60) minutes.

2.2.3 Provide on a quarterly basis operational case trending analysis (not to exceed 4 per year)

2.3 **High-Touch Engineering Option.** Customer must have **High-Touch Operations Management and High-Touch Technical Support** across its Network in order to purchase High-Touch Engineering:

2.3.1 Designate an engineer (“Cisco Engineer”) on 8x5 basis to act as the primary technical support person for case management of critical cases at the Network level.

2.3.2 Provide problem resolution of critical cases at the Network level.

2.3.3 Provide technical representation in regularly scheduled conference calls.

2.3.4 Visit Customer’s nominated site location in support of Network services to gather information/changes to Customer’s Network, review critical cases and review problem root cause analysis. (Not to exceed four (4) visits per year)

2.3.5 Perform root cause analysis, not to exceed eight (8) per year, on technical issues on the Network Infrastructure. Performance of root cause analysis by Cisco is dependant upon Cisco having all necessary available information with which to perform a root cause analysis.

2.3.6 Provide Software referrals to address Customer-identified critical issues, taking into consideration the Customer’s documented and communicated Network functionality requirements. The referrals (focused on recommending appropriate Updates) shall apply to critical reactive cases in respect of an affected area of the Network.

2.3.7 Provide certain Data Collection Tools that Cisco identifies as appropriate for collecting data on the Network Infrastructure during the Term of the Services, provided that all fees due and owing to Cisco under this Exhibit have been paid. Data Collection Tools may or may not include Hardware or Software. Customer acknowledges and agrees that Cisco shall retain full right, title and interest to the Data Collection Tools.

B. **NETWORK OPTIMIZATION SUPPORT.** Cisco’s Network Optimization Support (“NOS”) consists of the provision of, at a minimum, Network Infrastructure Focused Engineer, selected by Customer from the Services described below, which Cisco shall provide for the Customer’s Network Infrastructure during Standard Business Hours (unless stated otherwise). Cisco shall provide the following General Support provisions for all Services selected by Customer under NOS:

B.1 **General Support.**

B.1.1 Designate an engineer (“Advanced Services Engineer”) to act as the primary interface with Customer for its Network Infrastructure.

B.1.2 Schedule with Customer four quarterly visits per year (not to exceed eight (8) days in aggregate) to Customer’s site to review proactive deliverables and activities and to plan for next quarter. Additional visits will be mutually agreed at Cisco’s then-current travel and labor rates.

B.1.3 Schedule periodic conference calls (usually weekly) to review Customer’s Network Infrastructure status, planning and the Services being provided.

B.1.4 Establish a Customer-specific Cisco email alias to facilitate communication with Cisco Advanced Services Engineers.
B.1.5 Provide certain Data Collection Tools that Cisco identifies as appropriate for Network Infrastructure data collection during the Term of the Services, provided that all fees due and owing to Cisco under this Appendix have been paid. Data Collection Tools may or may not include Hardware or Software. Customer acknowledges and agrees that Cisco shall retain full right, title and interest to the Data Collection Tools. In addition to Cisco provided tools, the Advanced Services Engineer may utilize Customer provided data, scripts or internal tools to assist in collecting data from the Customer Network.

2.4 Network Infrastructure Focused Engineer.

2.4.1 Designate an engineer (“Cisco Advanced Service Engineer”) to act as the primary technical support for critical cases at the Network level.

2.4.2 Provide problem resolution of critical cases at the Network level.

2.4.3 Provide technical representation in regularly scheduled conference calls.

2.4.4 Visit Customer’s nominated site location in support of Network services to gather information/changes to Customer’s Network, review critical cases and review problem root cause analysis. (Maximum of two (2) visits per year)

2.4.5 Perform root cause analysis, not to exceed four (4) per year, on technical issues on the Network Infrastructure. Performance of root cause analysis by Cisco is dependant upon Cisco having all necessary available information with which to perform a root cause analysis.

2.4.6 Provide Software referrals to address Customer’s documented and communicated Network functionality requirements. The referrals (focused on recommending appropriate Updates) shall apply to critical cases in respect of an affected area of the Network.

2.5 Network Infrastructure Design Assistance.

2.5.1 Consult with Customer networking staff in a series of meetings to develop a thorough understanding of Customer Network Infrastructure design requirements, with a focus on concerns such as resiliency, self-recovery, scalability, and ability to handled increased traffic demands and QoS.

2.5.2 Provide Network Infrastructure design review that may include, amongst other information, the following:

- Review of Customer’s design requirements, priorities, and goals
- Analysis of impact of new requirements on existing Network Infrastructure
- Review of Network Infrastructure architecture and topology
- Review of protocol selection and configuration
- Review of feature selection and configuration
- Review of security considerations (i.e. authentication, VLANs, subnet isolations, etc.)
- Report describing design review with recommendations

The number of design reviews will vary depending on the size of Customer Network Infrastructure and Network expansion plans and shall be limited to the amount shown below:

<table>
<thead>
<tr>
<th>Network Infrastructure Size</th>
<th>Design Reviews</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;$10M</td>
<td>Up to 1</td>
</tr>
<tr>
<td>$10M-$40M</td>
<td>Up to 2</td>
</tr>
<tr>
<td>$40M-$80M</td>
<td>Up to 3</td>
</tr>
<tr>
<td>&gt;$80M</td>
<td>Up to 4</td>
</tr>
</tbody>
</table>
2.5.3 Provide ongoing, informal Network Infrastructure design and architecture consultation.

2.5.4 Provide ongoing information on design related Cisco Security Alerts that may impact key Network Infrastructure Products.

2.6 **Network Infrastructure Implementation Plan Assistance.**

2.6.1 Evaluate and understand Customer’s implementation and deployment plan through a series of remotely conducted meetings and interviews with Customer’s staff. Cisco will review deployment plan, identify possible Network disruption and provide sample configurations that Customer can leverage to determine if devices in Customer’s Network Infrastructure are properly configured to support intended services.

2.6.2 Perform a formal assessment of Customer’s implementation plan and provide a report on recommendations Cisco may have regarding such plan. The assessment typically includes a review of the following:

- Network deployment plan
- Proposed sample configurations
- Network ready for use test
- Migration issues
- Impact to Network operations

The number of implementation plan reviews will vary depending on the size of Customer Network Infrastructure and Network expansion plans and shall be limited to the amount shown below:

<table>
<thead>
<tr>
<th>Network Infrastructure Size</th>
<th>Implementation Plan Reviews</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;$10M</td>
<td>Up to 1</td>
</tr>
<tr>
<td>$10-$40M</td>
<td>Up to 2</td>
</tr>
<tr>
<td>$40M-$80M</td>
<td>Up to 3</td>
</tr>
<tr>
<td>&gt;$80M</td>
<td>Up to 4</td>
</tr>
</tbody>
</table>

2.6.3 Provide ongoing, informal Hardware and configuration change impact analyses, reviews, and recommendations. The number of monthly change impact reviews will vary depending on the size of Customer Network Infrastructure and Network expansion plans and shall be limited to the amount shown below:

<table>
<thead>
<tr>
<th>Network Infrastructure Size</th>
<th>Change Impact Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;$10M</td>
<td>Up to 6/year</td>
</tr>
<tr>
<td>$10M-$40M</td>
<td>Up to 2/month</td>
</tr>
<tr>
<td>$40M-$80M</td>
<td>Up to 3/month</td>
</tr>
<tr>
<td>&gt;$80M</td>
<td>Up to 4/month</td>
</tr>
</tbody>
</table>

2.7 **Network Infrastructure Remote Deployment Support.** Provide Customer with remote resource to help address problems with Network Infrastructure Hardware and configuration issues during a major deployment into a live Network. Cisco will make available, upon receipt of not less than twenty-one (21) days prior written request by Customer to Cisco, a designated support contact that can accept trouble calls on a 24-hour 7-day standby basis to remotely assist Customer in major Network service changes (for example, major Hardware upgrade(s), major site installation(s) and major configuration changes). Customer agrees to submit a detailed request and schedule to Cisco prior to any such activity. The number of Events and total aggregate standby time will vary depending on the size of Customer Network Infrastructure and Network activity and will be limited in any one-month period for all Hardware, configuration, and Software Events combined as shown below. (Note: Software Events are covered under Network Infrastructure Remote Software Upgrade Support)
2.8 **Cisco Network Infrastructure Software Strategy.**

2.8.1 Provide a Software strategy report containing an overall strategy recommendation, which may include:

- Review of Customer future feature requirements
- Identification of appropriate Software Track(s)
- Review of Software Feature Set Upgrade triggers and lifecycle considerations
- Overall recommendation on Software Track priority.

2.8.2 Provide proactive Software Recommendation Report (each report covers single Software Track), which may include:

- Review of new Software feature releases (Cisco IOS Software, Cisco Cat OS Software, and Cisco optical Software) for that specific Network area
- Inclusion of a Software referral version and risk analysis
- Overall Software recommendation to proceed with testing and Feature Set Upgrade deployment or wait for future Maintenance Release
- Contingency plan for transitioning Software in Customer networking environment

2.8.3 Provide periodic Software Infrastructure Analysis Report to help assess ongoing status of recommended or standard Software in Customer Network Infrastructure, which typically includes:

- High-level analysis of major issues such as end of life or end of sale Software releases, Software advisories, Software deferrals per identified Software Track
- Overall assessment of conformance to identified recommended Software version per identified Software Track

2.8.4 Provide ongoing Security Alerts that provide impact information on Software related Security Alerts that may impact key Network Infrastructure components

2.8.5 Provide periodic proactive critical bug analysis report for identified Software Track(s) or key Network Infrastructure Software feature categories.

2.8.6 The number of Software reports will vary depending on the size of Customer Network Infrastructure and Network activity and shall be limited to the amount shown below:

<table>
<thead>
<tr>
<th>Network Infrastructure Size</th>
<th>Total Number of H/W, S/W and Config. Events Combined</th>
<th>Total Aggregate Standby Time (Hourly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;$10M</td>
<td>Up to 6/year</td>
<td>Up to 8</td>
</tr>
<tr>
<td>$10M-$40M</td>
<td>Up to 2/month</td>
<td>Up to 16</td>
</tr>
<tr>
<td>$40M-$80M</td>
<td>Up to 3/month</td>
<td>Up to 20</td>
</tr>
<tr>
<td>&gt;$80M</td>
<td>Up to 4/month</td>
<td>Up to 24</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Network Infrastructure Size</th>
<th>S/W Recommendation Report (Section 2.8.2)</th>
<th>Software Track per bug analysis report (Section 2.8.5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;$10M</td>
<td>Up to 1/yr.</td>
<td>Up to 1</td>
</tr>
<tr>
<td>$10M-$40M</td>
<td>Up to 2/yr.</td>
<td>Up to 1</td>
</tr>
<tr>
<td>$40M-$80M</td>
<td>Up to 3/yr.</td>
<td>Up to 2</td>
</tr>
<tr>
<td>$80M-$120M</td>
<td>Up to 4/yr.</td>
<td>Up to 3</td>
</tr>
<tr>
<td>&gt;$120M</td>
<td>Up to 4/yr.</td>
<td>Up to 3</td>
</tr>
</tbody>
</table>
2.9 **Network Infrastructure Remote Software Upgrade Support.** Provides Customers with remote resource to help address problems with Network Infrastructure Software during major upgrades on a live Network. Cisco will make available, upon receipt of not less than twenty-one (21) days prior written request by Customer to Cisco, a designated support contact that can accept trouble calls on a 24-hour 7-day a week standby basis to remotely assist Customer in major Software upgrades. Customer agrees to submit a detailed request and schedule to Cisco prior to any such activity. The number of Events and total aggregate standby time will vary depending on the size of Customer Network Infrastructure and Network activity and will be limited in any one-month period for all Hardware, configuration, and Software Events combined as shown below. (Note – Hardware and configuration Events are covered under Network Infrastructure Remote Deployment Support).

<table>
<thead>
<tr>
<th>Network Infrastructure Size</th>
<th>Total Number of H/W, S/W and Config. Events Combined</th>
<th>Total Aggregate Standby Time (Hourly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;$10M</td>
<td>Up to 6/yr.</td>
<td>Up to 8</td>
</tr>
<tr>
<td>$10M-$40M</td>
<td>Up to 2/mo.</td>
<td>Up to 16</td>
</tr>
<tr>
<td>$40M-$80M</td>
<td>Up to 3/mo.</td>
<td>Up to 20</td>
</tr>
<tr>
<td>&gt;$80M</td>
<td>Up to 4/mo.</td>
<td>Up to 24</td>
</tr>
</tbody>
</table>

2.10 **Network Infrastructure Performance Engineering and Optimization.**

2.10.1 Provide technology or protocol audit reports or other performance analysis reports. Such audit or performance analysis typically includes, amongst other information, the following:

- Collection of key performance data
- Identification of exception reports
- Analysis of key device configurations
- Analysis of resource utilization
- Assist Customer to define Network-specific performance criteria
- Report on performance optimization recommendations such as system tuning and protocol optimization changes

2.10.2 Provide Configuration Best Practice Reports on Cisco IOS and CatOS devices. Such reports typically focus on the following areas:

- Technology—for example, LAN, IP routing
- Protocol—for example, Enhanced Interior Gateway Routing Protocol (EIGRP), Border Gateway Protocol (BGP)
- Security settings
- Network management settings

2.10.3 Provide periodic Syslog Analysis Reports on Cisco devices that use Cisco engineering experience to proactively identify network optimization opportunities based on:

- Syslog event correlation
- Device health information
- Baseline metrics

2.10.4 Provide up to six (6) Proactive Advisory Reports, which will contain recommendations that the Customer may elect to implement. Reports are typically generated after the Advanced Services Engineer has assessed the following and determined applicability to Customer’s Network:

- Cisco Connection Online (CCO) field notices;
- Performance-related advisories (for example, updates to compensate for new viruses or worms);
- Performance-tuning opportunities
2.10.5 The number of audits/analysis and reports will vary depending on the size of Customer Network Infrastructure and Network activity and shall be limited to the amount shown below:

<table>
<thead>
<tr>
<th>Dollar value of Network Infrastructure Installed Base</th>
<th>Number of Performance Analysis Reports or Audit Reports (Section 2.10.1)</th>
<th>Number of Configuration Best Practice Reports (Section 2.10.2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;$10M</td>
<td>Up to 1/yr.</td>
<td>Up to 2/yr.</td>
</tr>
<tr>
<td>$10M-$40M</td>
<td>Up to 2/yr.</td>
<td>Up to 3/yr.</td>
</tr>
<tr>
<td>$40M-$80M</td>
<td>Up to 3/yr.</td>
<td>Up to 3/yr.</td>
</tr>
<tr>
<td>&gt;$80M</td>
<td>Up to 4/yr.</td>
<td>Up to 4/yr.</td>
</tr>
</tbody>
</table>

2.11 **Network Infrastructure Knowledge Transfer and Mentoring.** Provide annually up to four technical update meetings with Customer staff each with duration of up to four (4) hours. These meetings shall be conducted at the Customer site by Designated Engineer or another senior Cisco engineer with a view to providing a technical update training on a topic that is mutually agreed upon and relevant to the Products and Cisco technologies existing on Customer’s Network Infrastructure. These meetings are usually held in conjunction with the four quarterly review meetings per year.

C. **NETWORK OPTIMIZATION SUPPORT ADDITIONAL SERVICES.** The following additional services are available under the NOS program and are not included as part of the NOS baseline Service offering described in Section B. above:

2.12 **Network Infrastructure Stability NetAudit.** Cisco shall provide the following Services during Standard Business Hours, unless stated otherwise:

2.12.1 Provide a High-level Network analysis to determine section of the Network targeted for one of the pre-defined Stability Network Audits including but not limited to Cisco Stability NetAudit for Cisco 12000 Series Internet Routed Networks, Cisco Stability NetAudit for LAN Switched Networks, Cisco Stability NetAudit for Routed Networks and Cisco Stability NetAudit for OSPF.

2.12.2 Provide a stability Network analysis and detailed stability analysis and recommendations report using Data Collection Tools. Such analysis and report typically includes, amongst other information, the following:

- Software (versions, bootstrap, reload status)
- Hardware (micro-code, board revisions, inventory, backplane and processor)
- Memory (identification of memory fragmentation and low memory)
- Buffers (analysis of buffer pools and misses/hits ratio)
- Environmental factors such as resource, protocol, and area distribution
- SNMP Management (report on non-SNMP enabled routers, unknown and total SNMP packets)

2.12.3 Present summary of recommendations and conduct a review of the detailed stability analysis and recommendations report, typically within thirty (30) days of submission of the report.

2.13 **Network Infrastructure Design Review.** Cisco shall provide the following Services during Standard Business Hours, unless stated otherwise:

2.13.1 Perform an analysis of Customer-provided low-level Network design (“Low Level Design”). This typically includes, amongst other information, the following:

- Review Customer-provided Low Level Design
- Confirm with Customer that the chosen platform, features and functionality will meet the designed objectives
- Review with Customer a detailed design discovery checklist, where applicable, to verify that technical requirements and design goals are integrated in the Low Level Design

2.13.2 Provide a network Low Level Design report with recommendations, which may address the following areas:

- Network topology and Hardware platform
- Hardware and Software protocols, features and functionalities, addressing and routing strategy
- Scalability and redundancy
- Security considerations (i.e. authentication, VLANs, subnet isolation, etc.)
- Identification of required changes to Network Infrastructure to accommodate the Low Level Design, if applicable

2.13.3 Present summary of recommendations typically within thirty (30) days of delivering Low Level Design report.

2.14 **Network Infrastructure Implementation Plan Review.** Cisco shall provide the following Services during Standard Business Hours, unless stated otherwise:

2.14.1 Performa formal assessment of Customer’s implementation plan and provide a report on recommendations Cisco may have regarding such plan. The assessment typically includes a review of the following:

- Network deployment plan
- Proposed sample configurations
- Network ready for use test
- Migration issues
- Impact to Network operations

2.14.2 Present summary of recommendations typically within thirty (30) days of Customer receiving implementation plan review report

2.15 **Network Infrastructure Software Analysis.** Cisco shall provide the following Services during Standard Business Hours, unless stated otherwise:

2.15.1 Provide a Software Network Infrastructure analysis report to help assess the status of Software in Customer Network, using Data Collection Tools. Such analysis typically includes:

- Review of Hardware and Software inventory in Customer environment
- High-level analysis of major issues such as end of life or end of sale Software releases, Software advisories, Software deferrals per identified Software Track
- Assessment of conformance to identified standard Software version per identified Software Track (if available)

2.15.2 Provide a proactive Software recommendation report for a single Software Track, which may include:

- Review of new Software feature releases (Cisco IOS Software, Cisco Cat OS Software, and Cisco optical Software) for that specific Network area
- Inclusion of a Software referral version and risk analysis
- Overall Software recommendation to proceed with testing and Feature Set Upgrade deployment or wait for future Maintenance Releases
- Contingency plan for transitioning Software in Customer networking environment

2.15.3 Present summary of recommendations and conduct a review of the Software recommendation report, typically within thirty (30) days of submission of the report.
2.16 **Network Infrastructure Onsite Support.** Customer must have the Services set forth at Sections 2.4-2.11 provided across its Network in order to purchase the Network Infrastructure Onsite Support described in this Section 2.16. The locally based Cisco Advanced Services engineer will provide the Services detailed in this Section 2.16 for two (2) days or five (5) days per week at a single Customer location depending upon the amount of time ordered by Customer. The locally based Cisco Advanced Services engineer will not be available to provide the Services detailed in this Section 2.16 for a period of one (1) week each Cisco quarter. Under this Service, Cisco shall provide the following Services during Standard Business Hours, unless stated otherwise:

2.16.1 Provide Customer with a locally based Cisco Advanced Services engineer to help facilitate Customer responsibilities related to proactive NOS deliverables that may include:

- Directing the collection of information for design or implementation reviews
- Driving data collection activities for performance analyses

2.16.2 Provide Customer with ongoing, hands-on technical leadership from a locally based Cisco Advanced Services engineer to help Customer to plan and execute its NOS design, implementation, performance engineering, and network optimization recommendations.

2.17 **Network Infrastructure Software Test Plan Development.** Customer must have **Network Infrastructure Software Strategy and Network Infrastructure Remote Software Upgrade Support** across its Network Infrastructure in order to purchase the Network Infrastructure Software Test Plan Development described in this section. Under this Service, Cisco shall provide the following Services during Standard Business Hours for a predetermined period of time (from 1-12 months in increments of one month), unless stated otherwise:

2.17.1 Team with Customer engineers to create a comprehensive Software Test Plan utilizing Cisco test templates and best practices as detailed in Software Strategy Assessment report for up to two (2) Device Types and six (6) Feature Categories for a single Software upgrade project. The actual number of Device Types and Features Categories will vary depending upon what is ordered by Customer.

2.17.2 Provide remote support for Customer engineers during software test plan execution, provide interface to Cisco team to resolve any issues identified during testing, and review test results.

2.17.3 Team with Customer engineers to create a Software Migration Project Plan for the Software upgrade in Customer’s Network for up to two (2) Device Types and six (6) Feature Categories for a single Software upgrade project. The actual number of Device Types and Features Categories will vary depending upon what is ordered by Customer.

2.17.4 Team with Customer engineers to create Methods & Procedures for each Device Type utilizing Cisco templates and knowledge bases.

2.17.5 Provide consultative, onsite software upgrade support at Customer’s central NOC or NIS location during one maintenance window, which may be outside of Standard Business Hours. This includes teaming with Customer engineers to perform post-upgrade verification testing and one day of onsite “day 2” support (i.e. support provided in a production and operational environment during Standard Business Hours following the upgrade and verification testing). The actual number of maintenance windows may vary depending upon what Customer has ordered.

2.18 **Network Infrastructure Deployment Project Management Support.** Cisco shall provide the following Services during Standard Business Hours for a predetermined period of time (from 1-12 months in increments of one month), unless stated otherwise:
2.18.1 Assist in Customer’s development of a comprehensive Project Management Plan (“PMP”) for rolling out new Hardware, Software or configurations which may include but shall not be limited to the following:

- Detailed set of tasks (Work Breakdown Structure)
- Schedules including critical dependencies (Project schedule)
- Identification of significant risk factors (Risk Mitigation Plan)
- Procedures for managing project documentation, assets, and issues
- Processes for project reporting
- Contact lists, escalation lists

2.18.2 Provide project management expertise to assist Customer management team in execution of Customer’s PMP. Such assistance may include but shall not be limited to the following areas:

- Kick-off meeting(s)
- General communications
- Assist with Customer project documentation
- Assist with planning, design and implantation activities
- Ongoing mentoring of Customer project management team on project management methodology

Network Infrastructure Deployment Project Management Support is provided for a predetermined period as set forth on the Purchase Order. If there are delays outside of Cisco’s control, Cisco shall not be held responsible for activities that are not completed. Customer may purchase additional Network Infrastructure Deployment Project Management Support to extend the Service.

2.19 Network Infrastructure Detailed Design Development. Cisco shall provide the following Services during Standard Business Hours for a predetermined period of time (from 1-12 months in increments of one month), unless stated otherwise. These activities are for a single detailed design project with up to two (2) Device Types. Actual number of Device Types will vary depending upon what is ordered by Customer:

2.19.1 Conduct a workshop for the purpose of gathering data and initiating the Network detailed design development process, which may include but shall not be limited to the following:

- Review and evaluation of Customer Network documentation, and existing Network designs, if available
- Verification that the chosen platforms, features and functionality will meet the design objectives
- Completion of the detailed design discovery checklist, where applicable, to integrate technical requirements and design goals into a Low Level Design document
- Gather Network detailed design requirements

2.19.2 Team with Customer to create a Low Level Design document, which typically includes,

- Data Flow Specification
- Services of the Network
- Physical Network Topology
- Logical Network Design
- Security considerations (i.e. authentication, VLANs, subnet isolation, etc.)
- Routing strategy (for example, OSPF, BGP and ERGIP)
- Definition of the outbound interfaces to Customer network management system
- Addressing Strategy (e.g., IP, IPX, Subnetting, VLSM, Summarization)

2.19.3 Provide up to three (3) Network design feedback / review sessions. The Customer’s design engineers would handle any changes beyond the final review session.
2.20 **Network Infrastructure Implementation Engineering.** Cisco shall provide the following Services during Standard Business Hours for a predetermined period of time (from 1-12 months in increments of one month) These activities are for a single implementation project with up to two (2) Device Types. Actual number of Device Types will vary depending upon what is ordered by Customer:

2.20.1 Team with Customer with site surveys for up to 3 representative sites. The actual number of sites will vary depending upon what Customer has ordered

2.20.2 Team with Customer to develop a Network staging plan that typically includes:

- Physical and logical topologies
- Configurations
- Testing scripts
- Acceptance criteria

2.20.3 Team with Customer to develop Network Implementation Plans (“NIP”) for up to three (3) representative sites. The actual number will vary depending upon what Customer has ordered. A NIP may include:

- Site-specific installation tasks and checklists
- Documentation of node and site specific information
- Guidelines for the Implementation Engineer(s)
- Installation and site commissioning tests

2.20.4 Team with Customer to develop a Network Ready for Use Plan

2.20.5 Team with Customer with the execution of the NIP for up to three (3) representative sites. The actual number will vary depending upon what Customer has ordered. The assistance may include:

- Assisting Customer engineers with loading device configurations
- Assisting Customer engineers with executing test plans and documenting results
- Assisting Customer engineers with resolving implementation issues

2.20.6 Provide remote support for Customer engineers during its execution of the Network Ready For Use Plan

2.20.7 Provide consultative, onsite support at Customer’s central location during integration of the new Network implementation with Customer’s existing Network during one maintenance window. Team with customer engineers to perform post-implementation verification testing and one day of onsite “day 2” support. The actual number of maintenance windows will vary depending upon what Customer has ordered.

2.20.8 Network Infrastructure Implementation Engineering is provided for a predetermined period of time as set forth on the Purchase Order. If there are delays outside of Cisco’s control, Cisco shall not be held responsible for activities that are not completed. Customer may purchase additional increments of Network Infrastructure Implementation Engineering to extend the Service.

3.0 **SERVICE RESPONSIBILITIES OF CUSTOMERS.** Customer will meet the obligations below for the applicable Services ordered.

A. **FOCUSED TECHNICAL SUPPORT.**

3.1 **High-Touch Operations Management.**

3.1.1 Designate a representative to act as the primary interface with Cisco.
3.1.2 Coordinate onsite visits by Cisco and provide thirty (30) day notice of the scheduled visit. In the event the date for the scheduled visit is changed, Customer may be subject to additional charges.

3.1.3 Attend regularly scheduled conference calls for open case reviews.

3.2 **High Touch Technical Support.** Report Severity 1 & 2 problems directly (e.g. by telephone) using the Cisco provided phone number. Response times do not include problems reported via CCO or other electronic means.

3.2.1 Advise Cisco of its standard operating procedures related to its business practices, its internal operational nomenclature and Network to allow Cisco to effectively communicate and discuss cases with Customer in the context of Customer’s business environment.

3.2.2 Provide reasonable electronic access to Customer's Network to assist Cisco in providing support.

3.3 **High-Touch Engineering.**

3.3.1 Designate person(s) from within its technical support organization to serve as a liaison to the Advanced Services Engineer.

3.3.2 Provide its designated person(s) with instructions on process and procedure to initiate cases and access the Advanced Services Engineer.

3.3.3 Advise Cisco of its standard operating procedures related to its business practices, its internal operational nomenclature and Network to allow Cisco to effectively communicate and discuss cases with Customer in the context of Customer’s business environment.

3.3.4 Provide all necessary information to enable Cisco to perform root cause analysis.

3.3.5 Provide reasonable electronic access to Customer's Network to assist Cisco in providing support.

3.3.6 Provide a Network topology map, configuration information, and information of new features being implemented as needed.

3.3.7 Notify Advanced Services Engineer of any major technology additions or changes to the Network.

3.3.8 Provide all necessary device, platform, feature, and release train requirements that exist in the customer environment.

3.3.9 Customer acknowledges that Cisco will only support generally available Products and Software releases/versions unless otherwise mutually agreed.

3.3.10 In respect of Data Collection Tools provided by Cisco and located at Customer's site, Customer shall ensure that such Data Collection Tools are located in a secure area, within a Network environment protected within a firewall and on a secure LAN, under lock and key and with access restricted to those Customer employee(s) or contractor(s) who have a need to access the Data Collection Tools and/or a need to know the output of the Data Collection Tools. In the event Data Collection Tool provided by Cisco is Software, Customer agrees to make appropriate computers available and download Software as needed.

**B. NETWORK OPTIMIZATION SUPPORT.** Customer shall comply with the following General Responsibilities for all Services selected by Customer under NOS baseline Service offering:
3.4 General Responsibilities

3.4.1 Designate at least two (2) but not more than six (6) technical representatives, who must be Customer's employees in a centralized Network support center (Customer's technical assistance center), to act as the primary technical interface to the Advanced Services Engineer. Customer will designate as contacts senior engineers with the authority to make any necessary changes to the Network configuration. One individual, who is a senior member of management or technical staff, will be designated as Customer's primary point of contact to manage the implementation of services under this Exhibit (e.g., chair the weekly conference calls, assist with prioritization of projects and activities).

3.4.2 Within one (1) year from the commencement of this Exhibit, Customer will have at least one (1) Cisco Certified Internetworking Expert ("CCIE") trained employee or one (1) employee that have achieved, in Cisco's sole determination, an equal standard through training and experience as designated contacts.

3.4.3 Customer's technical assistance center shall maintain centralized network management for its Network supported under this Exhibit, capable of providing Level 1 and Level 2 support.

3.4.4 Provide reasonable electronic access to Customer's Network to allow the Advanced Services Engineer to provide support.

3.4.5 If Cisco provides Data Collection Tools or scripts located at Customer's site, Customer shall ensure that such Data Collection Tools or scripts are located in a secure area, within a Network environment protected within a firewall and on a secure LAN, under lock and key and with access restricted to those Customer employee(s) or contractor(s) who have a need to access the Data Collection Tools and/or a need to know the contents of the output of Data Collection Tools. In the event Data Collection Tool provided by Cisco is Software, Customer agrees to make appropriate computers available and download Software as needed. Customer shall remain responsible for any damage to or loss or theft of the Data Collection Tools while in Customer's custody.

3.4.6 Provide a Network topology map, configuration information, and information of new features being implemented as needed.

3.4.7 Notify Advanced Services Engineer of any major Network changes (e.g., topology, configuration, new IOS releases.).

3.4.8 In the event the Network composition is altered, after this Exhibit is in effect, Customer is responsible to notify Cisco in writing within ten days (10) of the change. Cisco may require modifications to the fee if the Network composition has increased beyond the original pricing quote for Services.

3.4.9 Create and manage an internal email alias for communication with Advances Services Engineer.

3.4.10 Retain overall responsibility for any business process impact and any process change implementations.

3.5 Network Infrastructure Focused Engineer.

3.5.1 Designate person(s) from within its technical support organization to serve as a liaison to the Advanced Services Engineer.

3.5.2 Provide its designated person(s) with instructions on process and procedure to initiate cases and access the Advanced Services Engineer.
3.5.3 Advise Cisco of its standard operating procedures related to its business practices, its internal operational nomenclature and Network to allow Cisco to effectively communicate and discuss cases with Customer in the context of Customer’s business environment.

3.5.4 Provide all necessary information to enable Cisco to perform root cause analysis.

3.5.5 Provide reasonable electronic access to Customer's Network to assist Cisco in providing support.

3.5.6 Provide a Network topology map, configuration information, and information of new features being implemented as needed.

3.5.7 Notify Advanced Services Engineer of any major technology additions or changes to the Network.

3.5.8 Provide all necessary device, platform, feature, and release train requirements that exist in the customer environment.

3.5.9 Customer acknowledges that Cisco will only support generally available Products and Software releases/ versions unless otherwise mutually agreed.

3.6 Network Infrastructure Design Assistance and Network Infrastructure Design Review. In addition to the General Responsibilities, Customer shall provide the following:

3.6.1 Provide the Low Level Design document describing how Customer Network needs to be built and engineered to meet a specific set of technical requirements and design goals. The level of details must be sufficient to be used as input to an implementation plan.

3.6.2 Ensure key detailed design stakeholders and decision-makers are available to participate during the course of the service.

3.6.3 Provide or extract additional information required in the design effort (e.g., current and planned traffic characteristics).

3.7 Network Infrastructure Implementation Plan Assistance and Network Infrastructure Implementation Plan Review. In addition to the General Responsibilities, Customer shall provide the following:

3.7.1 A high level architectural drawing showing the type of Hardware, Software and application solutions configuration and where they are physically located (e.g., geographical locations or locations within the Network.)

3.7.2 Detailed definitions of Customer’s implementation plan and product configuration templates

3.7.3 Inventory of Product to be implemented

3.7.4 Results of site surveys

3.7.5 Ensure that site preparation is complete and results of site survey have been incorporated in the site preparation process

3.7.6 Ensure that all Network services have been identified.

3.7.7 List of all of the Network Infrastructure technologies services networking components including but not limited to hardware, software and solution configurations

3.7.8 List of services that provide engineering level support during project implementation and focuses
on issues and problems that may arise during the actual deployment of the Network Infrastructure technologies by Customer.

3.7.9 List of service focused around development of a detailed Network implementation plan to deploy the technology. The Network implementation activity analyses the critical elements of design, configuration and initial testing of the Network to ensure a successful strategy for Network turn-up.

3.7.10 Description of the support model that will be followed for all technical issues that arise during the implementation phase.

3.8 **Network Infrastructure Remote Deployment Support.** In addition to the General Responsibilities, Customer shall provide the following:

3.8.1 Information on architecture (which may include remote sites and size of remote sites).
3.8.2 Identify low risk and high risk areas of the Network based on their Network Infrastructure traffic.
3.8.3 Information on Customer Implementation plan and deployment schedule.
3.8.4 Maintenance window information and any other constraints.
3.8.5 Information on Customer change control process.
3.8.6 Contact information and customer escalation process.
3.8.7 Review details of planned changes with Advanced Services Engineer.

3.9 **Network Infrastructure Software Strategy and Cisco Network Infrastructure Software Analysis.** In addition to the General Responsibilities, Customer shall provide the following:

3.9.1 Information on current releases running in the Network Infrastructure and current configuration templates.
3.9.2 Information on Customer Business and technical requirements for new Software releases.
3.9.3 Review details of planned changes with Advanced Services Engineer.
3.9.4 Information on Customer certification process and lab testing process.
3.9.5 Information on Customer change control process.

3.10 **Network Infrastructure Remote Software Upgrade Support.** In addition to the General Responsibilities, Customer shall provide the following:

3.10.1 Information on current releases running in the Network Infrastructure and current configuration templates.
3.10.2 Information on Customer Business and technical requirements for new Software releases.
3.10.3 Information on Customer certification process and lab testing process.
3.10.4 Information on Customer change control process.
3.10.5 Review details of planned changes with Advanced Services Engineer.
3.11 **Network Infrastructure Performance Engineering and Optimization.** In addition to the General Responsibilities, Customer shall provide the following:

3.11.1 Information on any service level agreements or Network Infrastructure performance requirements.

3.11.2 Information on critical applications supported by the Network Infrastructure.

3.11.3 Information on expected Network growth and application mix changes.

3.11.4 Data collection activities as needed to facilitate a specific Cisco analyses.

3.12 **Network Infrastructure Knowledge Transfer and Mentoring.** In addition to the General Responsibilities, Customer shall: (1) provide Cisco with details of Customer requirements on the topics it wants to see covered through transfer and mentoring together with background information on the skill sets of the audience; and (2) ensure that facilities and equipment are available to host the technical update meeting sessions.

3.13 **Network Infrastructure Stability NetAudit.** In addition to the General Responsibilities, Customer shall:

3.13.1 Ensure key Customer Networking and operational personnel are available to participate in interview sessions as required in support of the selected audit.

3.13.2 Provide assessments and audits data collection support. Customer agrees to help install the Data Collection Tools into its production, and if applicable, test Network environment. Customer shall ensure that Cisco has all relevant device information needed for the audits, including the required device lists.

3.13.3 Provide information data gathered from tools used by Customer for its Network data collection, analysis and monitoring.

3.14 **Network Infrastructure Onsite Support.** In addition to the General Responsibilities, Customer shall provide the following:

3.14.1 Reasonable access to computer equipment, workstation, facilities, workspace and telephone for locally based Cisco Advanced Services Engineer's use in providing the Services.

3.14.2 Contractor badge to Local Cisco Advanced Services Engineer to enable unescorted access into Customer buildings.

3.14.3 Involve locally based Cisco Advanced Services Engineer in Customer's Network infrastructure planning and operations meetings, including, but not limited to meetings involving the execution of NOS design, implementation, software, or performance engineering recommendations.

3.15 **Network Infrastructure Software Test Plan Development.** In addition to the General Responsibilities, Customer shall provide the following:

3.15.1 Designate a single Customer point of contact to whom all Cisco communications may be addressed and who has authority to act on all aspects of the services for this engagement.

3.15.2 Designate a Customer project manager who shall have overall responsibility for the success of Customer’s Network deployment.

3.15.3 Information on current releases running in the Network Infrastructure and current configuration templates.

3.15.4 Information on Customer’s business and technical requirements for the Software upgrade.
3.15.5 Information on planned Network changes, for example, new technology applications or major design changes (both short term and long term).

3.15.6 Information on Customer Software verification process and lab testing process.

3.15.7 Information on Customer Software change control process.

3.15.8 Contact information and Customer escalation process.

3.16 **Network Infrastructure Deployment Project Management Support.** In addition to the General Responsibilities, Customer shall:

3.16.1 Designate an overall single Customer point of contact to whom all Cisco communications may be addressed and who has authority to act on all aspects of the services for this engagement.

3.16.2 Designate a Customer project manager who shall have overall responsibility for the success of the Network deployment.

3.17 **Network Infrastructure Detailed Design Development.** In addition to the General Responsibilities, Customer shall:

3.17.1 Ensure that key Networking and operational personnel are available to participate in interview sessions as required to enable Cisco to understand Customer’s business and technical requirements for the Network.

3.17.2 Provide details of Customer’s Network design objectives to Cisco, for example, Network strategy and requirements, desired Network performance (throughput/data rate, coverage and number of users), security requirements, data usage (email, internet access, etc.), types of applications (e.g., AutoCAD), future growth requirements and network build out time frames.

3.17.3 Provide details of Customer’s current Network topology, including access, distribution, and core layers, types of switches and routers in each layer, IP addressing and subnetting for each layer, and features/services that have been enabled on the Network.

3.17.4 Provide physical and logical Network schematics for Customer’s existing Network where applicable.

3.17.5 Designate key Networking contacts who shall be available for ongoing information gathering and feedback during design development.

3.17.6 Ensure that key Customer Networking and operational personnel are available to participate in scheduled Network design feedback sessions or conference calls.

3.18 **Network Infrastructure Implementation Engineering.** In addition to the General Responsibilities, Customer shall:

3.18.1 Provide Cisco with a detailed Network design that would provide physical and logical schematics (Visio® preferred) for the Network implementation prior to service commencement. Also, if requested by Cisco, Customer shall provide physical and logical Network schematics for other Network elements not included in the scope of this project.

3.18.2 Provide Cisco with inventory of Product to be implemented.

3.18.3 Unless otherwise agreed by the parties, respond within two (2) business days of Cisco’s request for documentation or information needed for the project.
3.18.4 Perform site surveys with Cisco’s assistance using templates provided by Cisco. Provide Cisco with completed site survey forms to review.

3.18.5 Complete site preparation taking into account site survey results and any Cisco recommendations. This includes but is not limited to:

- Ensuring that suitable environmental conditions are met and adequate power is available and tested
- Ensuring that all Network services and circuit IDs are clearly identified

3.18.6 Build, configure and test Cisco products, in accordance with the Network Staging Plan documentation provided by Cisco.

3.18.7 Provide full details of the Customer’s building layout, including the floor plan, cabling and power location for applicable sites prior to finalization of the NIP.

3.18.8 Install, configure and test Cisco products, in accordance with the Network Implementation Plan documentation provided by Cisco.

3.18.9 Notify Cisco of any implementation scheduling change at least seventy-two (72) hours prior to the agreed implementation date.

3.18.10 Manage delivery, installation, and configuration of Product not provided by Cisco, that is required to work with, or act as, part of the Customer Network that is being implemented.

3.18.11 Provide full access to Customer sites and facilities, including where applicable, computer equipment, network equipment, and data centers as well as workspace and phones for Cisco use during the engagement.

4.0 SERVICES NOT COVERED UNDER THIS EXHIBIT.

4.1 Provision of Services for Network applications (for example, CDN, Public Voice, IP Packet Telephony, Broadband). Network applications are not covered under the Network Optimization Support, but can be purchased separately for an additional fee.

4.2 Any customization of, or labor to install, Software and Hardware (including installation of Updates).

4.3 Provision of Software Application Services. For purposes of this Exhibit, “Software Application Services” means non-resident/stand alone Software products which include Cisco’s network management Software, security Software and internet appliance Software and Software made available by Cisco’s Customer Contact Business Unit (“CCBU”) and includes but is not limited to the Software in the following product lines: Cisco ICM software, Cisco Customer Interaction Suite software and other Software which Cisco designates as CCBU Software.

4.4 Furnishing of supplies, accessories or the replacement of expendable parts (e.g., cables, blower assemblies, power cords, and rack mounting kits).

4.5 Electrical or site work external to the Products.

4.6 Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by natural causes or damaged due to a negligent or willful act or omission by Customer or use by Customer other than as specified in the applicable Cisco-supplied documentation.

4.7 Services or software to resolve Software or Hardware problems resulting from third party product or causes beyond Cisco’s control, or Customer’s failure to perform its responsibilities under this Exhibit.
Customer should contact their vendor directly to obtain information on acquiring releases and/or bug fixes related to such Software.

4.8 Services for non-Cisco Software installed on any Cisco Product.

4.9 Any Hardware or third party product upgrade required to run new or updated Software.

4.10 Additional Services are provided at the then-current time and materials rates.

4.11 Except as otherwise provided in this Exhibit, Software entitlement, including media, documentation, binary code, source code or access in electronic or other form is not provided. In addition, no right, use or license to Cisco’s Software is conveyed under this Exhibit, and Customer acknowledges it will obtain no such rights hereunder.

4.12 Additional onsite visits and standby services beyond the number of visits/Events specified in the applicable service option, except upon Customer’s written request and mutual agreement between Customer and Cisco at Cisco then-current travel and labor rates for such service on a time and material basis.

5.0 LICENSING.

In the event that Cisco provides Software hereunder (whether on a Data Collection Tool or otherwise), Cisco grants to Customer a nonexclusive and nontransferable license to use the Software, in object code form only, on the Data Collection Tool on which such Software is provided hereunder or, if no Data Collection is provided hereunder, on a single Hardware chassis, until the earlier of: (i) the expiration or termination of the Exhibit; or (ii) Cisco’s request to Customer that the Data Collection Tool(s) be returned to Cisco. Customer shall have no right, and Customer specifically agrees not to: (a) rent, lease, distribute, sell, transfer or sublicense its license rights to any other person, or use the Software on unauthorized or secondhand Cisco equipment; (b) make error corrections to or otherwise modify or adapt the Software nor create derivative works based upon the Software, or to permit third parties to do the same; or (c) copy, in whole or in part Software or document (except for one backup copy), decompile, decrypt, reverse engineer, disassemble or otherwise reduce all or any portion of the Software to human-readable form. Cisco shall make available any interface information which the Customer's entitled under applicable law, upon written notice request and payment of Cisco's applicable fee.

6.0 EQUIPMENT LIST.

6.1 Product covered under this Exhibit is listed in the Equipment List(s), which may be revised by Customer’s Purchase Order requesting such revisions and Cisco’s acceptance thereof.

7.0 LIMITATIONS.

7.1 CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR DETERMINATION AND IMPLEMENTATION OF ITS NETWORK DESIGN REQUIREMENTS. IN NO EVENT SHALL CISCO BE LIABLE FOR (A) ANY DISCLOSURE OF THE CONTENTS OR OUTPUT OF PERFORMANCE ANALYSES, NETWORK OR OTHER REPORTS AND/OR DATA COLLECTION TOOLS BY CUSTOMER'S EMPLOYEE(S) OR THIRD PARTY(S); (B) THE SECURITY OF CUSTOMER'S NETWORK OR FOR ANY UNAUTHORIZED ACCESS TO SUCH NETWORK BY CUSTOMER'S EMPLOYEE(S), CONTRACTOR(S), OR THIRD PARTY(S); OR (C) THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN ANY DESIGN REPORT.

7.2 Customer hereby indemnifies Cisco for any damage to or loss or theft of Data Collection Tools while in Customer’s custody. Customer must immediately return Data Collection Tool(s) to Cisco, as instructed by Cisco, upon the earlier of: (i) expiration or termination of this Exhibit; or (ii) Cisco’s request to Customer that the Data Collection Tool(s) be returned to Cisco.
Schedule D: Installation Services and Subject Matter Advisory Services Exhibit

This Installation Services and Subject Matter Advisory Services Exhibit is Schedule D to the Contract and is incorporated into the Contract by this reference. "Customer" shall mean the same as "Purchaser," as defined in the Contract. All capitalized terms not defined below have the meaning ascribed thereto in the Contract. In the event of a conflict between the terms of this Exhibit and the Contract, the terms of the Contract shall govern.

**Installation Services**

- Cisco will perform, make available and/or manage installation Services as described in an Installation Document which references the Contract. Installation Services may be provided by Cisco or individuals or organizations employed by or under contract with Cisco, at the discretion of Cisco.

- A separate Installation Document will be required for each installation project, assignment or task requested by Customer. Each Installation Document will become part of this Exhibit by this reference when signed by Cisco and Customer and shall include:
  - A detailed description of Cisco’s and Customer’s respective responsibilities;
  - An estimated performance schedule including milestones, if applicable;
  - Specific completion criteria that Cisco is required to meet to fulfill its obligations under the Installation Document;
  - Pricing, payment terms and invoicing provisions; and
  - Identification of Cisco and Customer contacts.

- In addition to the fees stated in a Installation Document, Customer shall reimburse Cisco for any travel expenses incurred in support of installation Services when authorized in writing in advance by Customer. Cisco shall provide a detailed itemization of expenses, including description, amounts and dates, and receipts for amounts of fifty ($50) dollars or more when requesting reimbursement. Cisco reserves the right to charge for travel time.

- An Installation Document may only be amended or modified by a written document signed by authorized representatives of Cisco and Customer.

- All installation Services provided by Cisco under an Installation Document will be provided in accordance with the terms of the Contract.

**Subject Matter Advisory Service**

- Where available, Cisco shall perform the Services described below and selected by Customer and detailed on a Purchase Order for which Customer has paid the applicable fee.
  - Technical Services for Routing and Switching - Part No. CON-SME-RS: the provision of general technical assistance to aid Customer with Cisco’s Routing and Switching products and technology.

- The Services to be performed by Cisco shall comprise general technical advice and guidance only in connection with one or more of the Services detailed in this Subject Matter Advisory Service and identified on a Purchase Order submitted to and accepted by Cisco.

- Customer agrees that Cisco is not providing any Deliverables. Services shall be performed under the overall direction and management of Customer. Customer expressly acknowledges and agrees that it is solely responsible for the determination and successful implementation of its Network, design, business or other requirements. Cisco shall not be responsible for the failure of Services to meet Customer’s Network, design, business or other requirements.

- The Subject Matter Advisory Service detailed above define exclusively the scope of the Services that Cisco shall provide to Customer. They shall not apply to any purchase of Product or maintenance, which are to be purchased separately, under terms outside of this Exhibit.

- Customer shall reimburse Cisco for any travel expenses incurred in support of installation Services when authorized in writing in advance by Customer. Cisco shall provide a detailed itemization of
expenses, including description, amounts and dates, and receipts for amounts of fifty ($50) dollars or more when requesting reimbursement.

- Services not covered under this Subject Matter Advisory Service:
  - Maintenance on Product.
  - Customization or replacement of Product that is altered, modified, mishandled, destroyed or damaged by natural causes or damaged due to a negligent or willful act or omission by Customer or use by Customer other than as specified in the applicable Cisco-supplied documentation.
  - Services to resolve software or hardware problems resulting from third party products or causes beyond Cisco’s control.
  - Service for non-Cisco software installed on any Cisco Product.
  - Any hardware upgrade required to run new or updated software.

- Services shall be performed by Cisco during Standard Business Hours.

- Services may be provided by Cisco or individuals or organizations employed by or under contract with Cisco, at the discretion of Cisco.

**Customer Security Regulations/Work Policy**

- Customer shall provide to Cisco, and Cisco shall ensure that its personnel or subcontractors make commercially reasonable efforts to comply with Customer’s security regulations in their activities at Customer sites or in connection with Customer systems; however, Cisco’s personnel or agents shall not be required to sign individual agreements with Customer or waive any personal rights such personnel or agents might have.

- Unless otherwise agreed to by both parties, Cisco’s personnel (including its subcontractors) will observe the working hours, working rules, and holiday schedules of Customer while working on Customer’s premises.
Schedule E
Technology Application Support Exhibit

This Technology Application Support Exhibit is Schedule E to the Contract and is incorporated into the Contract by this reference. “Customer” shall mean the same as “Purchaser,” as defined in the Contract. This Exhibit is intended to supplement a current maintenance agreement for Cisco products and is only available where all Product(s) in Customer’s Network is supported with a minimum of core services (SMARTnet and/or Software Application Services). All capitalized terms not defined below have the meaning ascribed thereto in the Contract. In the event of a conflict between the terms of this Exhibit and the Contract, the terms of the Contract shall govern. The TAS Services described below can be purchased along with Network Optimization Support (“NOS”) Service offerings, or can be purchased independent of the NOS Services offerings.

1.0 DEFINITIONS.

1.1 “Deliverables” means, with respect to each of the Services selected by Customer, the items specified as Deliverables in Section 3.

1.2 “Phase” or “Phases” means the planning, design, implementation an/or operations phases comprising the Services.

1.3 “Event” means notification by Customer of its performance of a planned Network Hardware, Software, or configuration change.

1.4 “Data Collection Tools” means Hardware or Software tools that support the ability to provide troubleshooting on critical cases, data analysis and report generation capabilities.

1.5 “Network” means a set of interconnected and inter-working Cisco supported Hardware and Software that is implemented, operated, and supported by Customer from a single Network Operations Center (“NOC”).

2.0 GENERAL. The following General terms and conditions apply to all Phases and Services selected by Customer.

2.1 Performance of Services and provision of Deliverables by Cisco are subject to Customer complying with Customer Responsibilities set forth in Section 2.4 below and with Customer Responsibilities set forth in Section 3 below for each of the Services selected by Customer.

2.2 Services provided by Cisco comprise technical advice assistance and guidance only. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR DETERMINATION AND IMPLEMENTATION OF ITS NETWORK, DESIGN, BUSINESS OR OTHER REQUIREMENTS. CISCO SHALL NOT BE RESPONSIBLE FOR THE FAILURE OF SERVICES TO MEET CUSTOMER’S NETWORK, DESIGN, BUSINESS OR OTHER REQUIREMENTS.

2.3 The duration of Services selected by Customer are set forth in Section 3. Cisco shall provide Services selected by Customer as far as it is able during the period specified for in Section 3 for the selected Services. Customer acknowledges that not all Services selected may be completed within the timescales specified. Cisco may continue to provide selected Services subject to payment by Customer of additional fees.
2.4 Customer shall comply with the following Customer Responsibilities:

2.4.1 Customer will designate at least two (2) but not more than three (3) technical representatives to act as the primary technical interfaces to Cisco’s designated representative(s) related to requirements. Customer technical representatives must have the authority to make any required changes to Customer’s network and software application configurations and otherwise have the authority to act and make decisions on behalf of Customer.

2.4.2 Customer's Technical Representatives will participate in regular conference calls and/or meetings to review the status of and provide feedback on the Services provided by Cisco.

2.4.3 Customer and Customer’s technical representatives will provide Cisco with such information, data and documentation as Cisco may require to enable Cisco to provide the Services and comply with Cisco’s Responsibilities set forth herein including but not limited to: (a) information relating to Customer’s Network, design, business and other applicable requirements; (b) functional and/or technical documentation relating to such requirements; and (c) topology maps, configuration information and existing and proposed Network infrastructure.

2.4.4 Customer shall provide Cisco’s personnel providing Services with login access to Customer’s network at such times as may be required by such Cisco personnel.

2.4.5 Customer’s technical representatives shall provide timely feedback and input when requested by Cisco. Without prejudice to the foregoing, feedback following meetings should be provided within five (5) business days following completion of such meeting and input required prior to any meetings should be provided at least five (5) business days prior to such meeting.

2.4.6 Customer shall provide Cisco and Cisco personnel with such general assistance and access to Customer’s sites and/or facilities as Cisco may require to enable it to provide the Services and comply with the Cisco Responsibilities set forth herein.

2.4.7 Customer shall be responsible for any planning, design, implementation or other operational activity in connection with third party application or product integration and support. Cisco shall not be responsible for and nor do the Services include any development or support for Customer OEM and/or third party software or application or for any integration work that may be required for such Customer OEM and/or third party software or hardware to integrate or interface with Cisco software and/or hardware.

2.4.8 Customer shall be responsible for ensuring that it has: (a) appropriate resources (including without limitation sufficient deployment team and program management resource); and (b) resource with appropriate skills and qualifications to conduct its implementation and/or operations activity and to meet its implementation and/or operations requirements. Services provided by Cisco during the Implementation and Operations Phases shall not include the provision of resources to undertake implementation and/or operations activity.

2.4.9 Customer hereby indemnifies Cisco for any damage to or loss or theft of Data Collection Tools while in Customer’s custody. Customer must immediately return Data Collection Tool(s) to Cisco, as instructed by Cisco, upon the earlier of: (i) expiration or termination of this Exhibit; or (ii) Cisco’s request to Customer that the Data Collection Tool(s) be returned to Cisco.

3.0 TECHNOLOGY APPLICATION SUPPORT SERVICE DESCRIPTION. In consideration of the fee paid by Customer, Cisco shall provide the Services described below and selected by Customer and detailed on a Purchase Order for which Customer has paid the appropriate fee.

Attachment 1: Content Delivery Network Technology Application Support
Attachment 2: Network Security Technology Application Support
Attachment 3: Dial Access Technology Application Support
Attachment 4: WLAN Technology Application Support

4.0 SERVICES NOT COVERED BY THIS AMENDMENT.

4.1 Any customization of, or labor to install, Software (including installation of Updates).

4.2 Provision of Software Application Services. For purposes of this Exhibit, “Software Application Services” means non-resident/stand alone Software products which include Cisco's Network management Software, security Software and internet appliance Software and Software made available by Cisco's Internet Communications Software Group ("ICSG") and includes but is not limited to the Software in the following product lines: Cisco ICM Software, Cisco Customer Interaction Suite Software, and other Software which Cisco designates as ICSG Software.

4.3 Furnishing of supplies, accessories or the replacement of expendable parts (e.g., cables, blower assemblies, power cords, and rack mounting kits).

4.4 Electrical or site work external to the Products.

4.5 Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by natural causes or damaged due to a negligent or willful act or omission by Customer or use by Customer other than as specified in the applicable Cisco-supplied documentation.

4.6 Services or software to resolve Software or Hardware problems resulting from third party product or causes beyond Cisco’s control, or Customer’s failure to perform its responsibilities under this Exhibit. Customer should contact their vendor directly to obtain information on acquiring releases and/or bug fixes related to such Software.

4.7 Services for non-Cisco Software installed on any Cisco Product.

4.8 Any Hardware or third party product upgrade required to run new or updated Software.

4.9 Additional onsite visits and standby services beyond the four (4) visits/events provided hereunder, except upon Customer’s written request and mutual agreement between Customer and Cisco on a Time and Material basis.

4.10 Except as otherwise provided in this Amendment, Software entitlement, including media, documentation, binary code, source code or access in electronic or other form. In addition, no right, use or license to Cisco’s Software is conveyed under this Amendment, and Customer acknowledges it will obtain no such rights hereunder.

5.0 LICENSING. In the event that Cisco provides Software hereunder (whether on a Data Collection Tool or otherwise), Cisco grants to Customer a nonexclusive and nontransferable license to use the Software, in object code form only, on the Data Collection Tool on which such Software is provided hereunder or, if no Data Collection is provided hereunder, on a single Hardware chassis, until the earlier of: (i) the expiration or termination of the Exhibit; or (ii) Cisco’s request to Customer that the Data Collection Tool(s) be returned to Cisco. Customer shall have no right, and Customer specifically agrees not to: (a) rent, lease, distribute, sell, transfer or sublicense its license rights to any other person, or use the Software on unauthorized or secondhand Cisco equipment; (b) make error corrections to or otherwise modify or adapt the Software nor create derivative works based upon the Software, or to permit third parties to do the same; or (c) copy, in whole or in part Software or document (except for one backup copy), decompile, decrypt, reverse engineer, disassemble or otherwise reduce all or any portion of the Software to human-readable form. Cisco shall make available any interface information which the Customer's entitled under applicable law, upon written notice request and payment of Cisco's applicable fee.
ATTACHMENT 1: Content Delivery Network Technology Application Support

This Content Delivery Network Technology Application Support datasheet is attached to the Technology Application Support Exhibit to the Master Contract by and between Cisco and Customer and is incorporated into the Master Contract by this reference.

Planning Phase:

1.1 Content Delivery Network Technology Application Support

1.1.1 CDN Network Architecture Service:

1.1.1.1 Purpose:
Review of: (1) Customer’s Network architecture and business goals and requirements; and (2) the applicability of Cisco’s CDN solutions to Customer’s Network.

1.1.1.2 Cisco Responsibilities:
Cisco will assist Customer to review: (1) its network performance requirements and objectives for availability, scalability, security and manageability; and (2) its requirements and objectives for Content Networking applications that include but are not limited to eLearning, eCommerce and Customer or content access prioritization.

1.1.1.3 Customer Responsibilities:
Customer will: (1) provide Cisco with detailed information regarding Customer’s Network requirements and objectives including but not limited to detailed information regarding Content Networking availability, scalability, security, manageability, and performance, and, new service requirements; (2) provide Cisco with documentation that identifies the details of the network’s type (for example, server load balancing, eCommerce, etc.), the type of Hardware and its physical location (for example, geographical location or location within the Network) and Software version, together with details of the Network’s service applications; (3) provide Cisco with detailed information regarding Customer’s Network evolution such as new deployments and new types of Content Networking applications; and (4) appoint an executive sponsor from Customer’s personnel that has overall responsibility for the successful implementation of Customer’s Network.

1.1.1.4 Deliverable:
Cisco will provide a report for review by Customer that provides an analysis of: (1) Customer’s Network performance requirements and objectives for Content Networking availability, scalability, security and manageability; (2) Customer’s Content Networking application requirements; and (3) The risks and issues relevant to the Customer and their existing network.

1.1.1.5 Duration:
Estimated duration for the Network Architecture Service is seven (7) days. The Service is delivered remotely other than for three days of onsite activity (delivered through no more than two onsite trips to Customer’s site) to conduct face-to-face meetings with Customer personnel.
1.1.2 CDN Migration Strategy Service:

1.1.2.1 Purpose:
Assessment of: (1) the potential risks and issues associated with the integration of a CDN solution within Customer's core Network; and (2) the current state of Customer's Network to support a CDN solution. This CDN Migration Strategy Service is dependent upon the CDN Network Architecture Service having been performed.

1.1.2.2 Cisco Responsibilities:
Cisco will assist Customer to: (1) undertake a gap analysis of the Network operational and management support services assessment and recommendations arising out of the report prepared as a result of the CDN Network Architecture Service provided pursuant to Section 1.1 and Cisco’s best practices approach that are specific to the Network type and Customer's Network requirements and objectives; and (2) host a one (1) day technology mentoring/knowledge transfer to discuss Cisco’s best practices for Content Networking and experiences in Content Networking.

1.1.2.3 Customer Responsibilities:
Customer will provide Cisco with: (1) a high-level architectural drawing showing the type of Hardware and Software and where they are physically located (for example, geographical location or location within the Network); (2) detailed information regarding Customer's requirements for its Network's and application’s feature performance; (3) detailed information regarding Customer's objectives for the Network's performance and application services (such as scalability of eCommerce application); (4) Customer's detailed Network deployment and plan; and (5) Customer's detailed evolution roadmap that sets out information regarding, content networking applications, deployment locations and other Network technologies.

1.1.2.4 Deliverables:
Cisco will provide a report for review by Customer that analyzes the gaps in Customer's existing Network and Customer’s expectations and requirements and that provides recommendations in connection with gaps that exist.

1.1.2.5 Duration:
Estimated duration for the CDN Migration Strategy Service is six (6) days. The Service is delivered remotely other than two days of on-site activity (delivered through no more than two (2) on-site trips to Customer's site)). One (1) to two (2) days of that time will be spent in connection with the review of the gap analysis report.

Design Phase:

1.1.3 CDN Detail Design Review Service

1.1.3.1 Purpose:
Detailed analysis and review of Customer's CDN design to help identify issues that may affect the on-going support of Customer's CDN solution. One or more of the following will be analyzed: the internetworking relationship of the core network with the CDN solution, CDN solution-to-solution inter-relationships, security, availability, scalability or manageability.

1.1.3.2 Cisco Responsibilities:
Cisco will assist Customer to undertake an analysis and review of Customer's Content Delivery Network design with a view to recommending design changes where necessary. The aim of the analysis and review is: (1) to assess whether or not Customer's Content
Delivery Network design meets or exceeds Customer’s design targets; (2) to understand the reasons why Customer’s design is not able to meet Customer’s design targets; and (3) to address any key issues that may arise due to the Content Delivery Network impacting the operation of the core network and vice versa.

1.1.3 Customer Responsibilities:

Customer will provide Cisco with: (1) a high-level architectural drawing showing the type of Hardware and Software and where they are physically located (for example, geographical location or location within the Network); (2) detailed information regarding Customer’s requirements for its Network’s and application’s feature performance; (3) detailed information regarding the application type (for example, eCommerce or eLearning); (4) detailed information regarding Customer’s objectives for the Network’s performance and application (for example, eLearning and eCommerce); (5) Customer’s detailed Network deployment plan; and (6) Customer’s detailed evolution plan that sets out, amongst other things, details of Customer’s future scalability requirements or the geographical locations where existing or new services will be offered.

1.1.3.4 Deliverables:

Cisco will provide a CDN design review response document that details: (1) CDN Design items such as Provisioning the data center, L2-L3 design, and Content Applications that require corrective action; (2) Recommendations for possible corrective action; and (3) If applicable, a specific proposal to address the CDN design issues identified as a result of the Service.

1.1.3.5 Duration:

Estimated duration for the CDN Design Review Service is seven (7) days. The CDN Design Review Service is delivered remotely other than for two days of on-site activity (delivered through no more than two on-site visits to Customer’s site). One (1) to two (2) days of that time will be spent in connection with the review of the design document.

1.1.4 CDN Design Validation Service:

1.1.4.1 Purpose:

An assessment of Content Networking designs for a Network that Customer determines is ready for deployment and implementation. The assessment includes a validation exercise to help determine whether Customer’s design and functional requirements address Customer’s objectives for the application type.

1.1.4.2 Cisco Responsibilities:

Cisco will assist Customer to: (1) develop a functional test plan that sets out the criteria and test requirements for key features of the application to be tested (such as local or global load balancing); (2) undertake an analysis of Customer’s Network design and requirements for the application (for example, eLearning and eCommerce), Network evolution, Network architecture against Cisco’s best practices and experiences for the appropriate Content Networking application design; and (3) host a one (1) day technology mentoring/knowledge transfer to discuss Cisco’s best practices for Content Networking and experiences for Hardware, Software and application solutions configurations with respect to Content Networking.

1.1.4.3 Customer:

Customer will provide Cisco with: (1) a high-level architectural drawing showing the type of Hardware and Software and where they are physically located (for example,
geographical location or location within the Network); (2) detailed information regarding Customer’s requirements for its Network’s and application’s feature performance; (3) detailed information regarding the application type (for example, eCommerce or eLearning); (4) detailed information regarding Customer’s objectives for the Network’s performance and application (for example, eLearning and eCommerce); (5) Customer’s detailed Network deployment plan; and (6) Customer’s detailed evolution plan that sets out, amongst other things, details of Customer’s future scalability requirements or the geographical locations where existing or new services will be offered.

1.1.4.4 Deliverables:
Cisco will provide in conjunction with Customer: (1) a functional test plan that sets out the criteria and test requirements for key features of the applications to be tested; and (2) a report that analyses the gaps in Customer’s Network design and requirements for application services, Network evolution, Network support and management and architecture against Cisco’s best practices and experiences for the appropriate Content Networking application design.

1.1.4.5 Duration:
Estimated duration for the CDN Design Validation Service is three (3) days [delivered by Cisco remotely].

Implementation Phase:

1.1.5 CDN Implementation Plan Review:

1.1.5.1 Purpose:
Creation of configuration templates for use in configuring Product located within Customer’s Network together with a review of Customer’s CDN deployment plan.

1.1.5.2 Cisco Responsibilities:
Cisco will provide: (1) CDN Network advice and guidance to assist Customer to review its implementation plan for Customer’s CDN Network application(s) (for example, eLearning and eCommerce); and (2) A proposed migration plan with network configuration details and deployment standby plan.

1.1.5.3 Customer Responsibilities:
Customer will provide Cisco with: (1) a list of all of the Content Networking components including but not limited to hardware, software and solution configurations; (2) a high-level architectural drawing showing the type of Hardware, Software, and application solutions configurations and where they are physically located (for example, geographical location or location within the network); (3) detailed and clear definitions of the type of application (for example eLearning or eCommerce) and features; and (4) a detailed and clear definition of Customer’s implementation strategy and schedule.

1.1.5.4 Duration:
Estimated duration for the CDN Implementation Plan Review is nine (9) days delivered remotely during normal business hours Monday to Friday 08.00-17.00 PST excluding Cisco designated holidays other than for a one (1) day on-site visit to Customer’s site.

1.1.6 CDN Remote Deployment Support:

1.1.6.1 Purpose:
Provide Customer with remote resource for problems with CDN Hardware and configurations during a major deployment into a live Network.
1.1.6.2 Cisco Responsibilities:

Cisco will make available, upon receipt of not less than twenty-one (21) days prior written request by Customer to Cisco, a designated support contact that can accept trouble calls on a 24-hour 7-day standby basis to remotely assist Customer in major Network service changes (for example, major Hardware upgrade(s), major site installation(s) and major configuration changes). Customer agrees to submit a detailed request and schedule to Cisco prior to any such activity.

1.1.6.3 Customer Responsibilities:

- Information on architecture (which may include remote sites and size of remote sites).
- Identify low risk and high risk areas of the Network based on their Network traffic.
- Information on Customer Implementation plan and deployment schedule.
- Maintenance window information and any other constraints.
- Information on Customer change control process.
- Contact information and Customer escalation process.
- Review details of planned changes with Cisco engineer.

1.1.6.4 Deliverables:
Cisco shall: (1) provide remote support as specified above; (2) provide status updates on outstanding technical issues and field alerts.

1.1.6.5 Duration:
Cisco shall support up to two Events, not to exceed ten hours, in any one-month period for all Hardware, configuration, and Software Events combined.

1.1.7 CDN Post deployment Assessment:

1.1.7.1 Purpose:
A post deployment assessment in connection with lessons learned from Customer’s deployment of Content Networking that focuses on strengths, weaknesses and risks associated with Customer’s deployment of Content Networking.

1.1.7.2 Cisco Responsibilities:
Cisco will: (1) assist Customer to undertake a review of Customer’s deployment goals and objectives; (2) assist Customer to review the key features of the Network that has been deployed and to assess whether Customer’s Network objectives have been addressed; (3) develop a gap analysis report that compares Customer’s objectives and requirements for their Content Networking application with the Network deployed and help identify any risks and issues that may impact further deployment of the Customer’s design; and (4) host a one (1) day technology mentor/knowledge transfer to discuss the best practices for the application (for example, eLearning and eCommerce) and the Customer’s deployment strategy.
1.1.7.3 Customer Responsibilities:
Customer will provide Cisco with: (1) a list of all of the Content Networking components
including but not limited to Hardware, Software, third party hardware and software and
Network configurations; (2) a high-level Network architectural drawing listing the
Hardware and physical location of each (for example, geographical location or location
within the Network); (3) detailed and clear definitions of the type of application (for
example eLearning or eCommerce) and application features; and (4) a detailed and clear
definition of Customer's implementation strategy and schedule.

1.1.7.4 Duration:
Cisco will provide one (1) to three (3) days of onsite support (delivered through no more
than one onsite trip to Customer's site).

Operations Phase:

1.1.8 CDN Ongoing Software Release Assessment Service:

1.1.8.1 Purpose:
Assessment and recommendation of appropriate Cisco Hardware, Software releases,
and application solutions configurations that can affect the performance of the
Customer's Network and the end-user features with respect to the Network’s growth and
evolution, scalability, security and manageability.

1.1.8.2 Cisco Responsibilities:
Assist Customer to: (1) identify its current requirements for Internet connectivity (such as
feeds and speeds), content availability, security features and intelligent services (for
example Quality of Service (QoS), multicast, policy based routing). Cisco will provide this
Service four times per contract period, or once in each 4 month period; (2) provide an
operating system Software release and solution configuration gap analysis; (3) provide
optimization recommendations based upon Cisco's best practices and Customer’s
requirements; and (4) host a one (1) day technology mentoring/knowledge transfer
session to discuss Cisco’s best practices and experiences around Software and
Hardware releases and application solutions configurations.

1.1.8.3 Customer Responsibilities:
Customer will provide Cisco with the following information: (1) current Software release
and Hardware version for Content Networking components (for example, CSS Content
Switch and Content Distribution Manager (CDM)); (2) Content Network type and
components (for example, eLearning with CDM, routers and engines); (3) high-level
architectural drawing that shows where components are located; (4) configuration
description for each of the key components; (5) Customer’s detailed requirements and
objectives for its Network that include but are not limited to scalability, security and
manageability; and (5) details of Customer's Network roadmap that may include but is not
limited to new service details and Network locations.

1.1.8.4 Deliverables:
Cisco will provide: a gap analysis report that contains recommendations for content
component Cisco operating system Software release version upgrades and policy
configuration changes.

1.1.8.5 Duration:
A twelve (12) month period during which Cisco will provide twelve (12) days of support
delivered remotely.
1.1.9 CDN Ongoing Performance and Optimization:

1.1.9.1 Purpose:
Provision of ongoing application guidance and support in connection with CDN solution architecture and or technology issues affecting Customer’s Content Delivery Network.

1.1.9.2 Cisco Responsibilities:
Cisco shall provide ongoing application support, advice and guidance in connection with CDN technology and architecture issues that may affect Customer’s Network. The Services shall include but shall not be limited to: (1) General advice and guidance in connection with CDN solution performance issues; (2) Identification of Network alerts indicating performance issues and recommendations for treatment and resolution; (3) On-going configuration tuning; (4) On-going Network expansion advice and guidance; and (5) Participation in a Customer hosted and led meetings to review Customer CDN cases affecting its Content Delivery Network and to provide feedback in connection with such case reviews, review of any test procedure changes that may be required, script and command change updates and the impact of any Network changes on Customer’s staff skill set requirements.

1.1.9.3 Customer Responsibilities:
Customer will host and lead a meeting that includes but shall not be limited to the following: (1) Highlight Customer CDN issues and concerns; (2) Involve Cisco in and advise Cisco of critical changes to Customer’s CDN Network and on-going CDN project review; (3) Provide detailed information to Cisco regarding Customer’s requirements and objective for its Network. These objectives may include but shall not be limited to Network scalability, security and manageability, roadmap and Network change and details of the solution components within Customer’s Network (for example, hardware, quantity and software releases).

1.1.9.4 Deliverables:
Cisco will provide a gap analysis report that describes and assesses Customer’s existing network and that sets out recommendations around network design optimization.

1.1.9.5 Duration:
Estimated duration for the Ongoing Performance and Optimization is twenty two (22) days. The service is delivered remotely.

1.1.10 CDN Services for new CDN Solutions:

1.1.10.1 Purpose:
Assist in the deployment of new CDN services and conduct a review and analysis of the potential Network advantages in deploying the latest CDN technology.

1.1.10.2 Cisco Responsibilities:
Cisco shall provide Customer with details of its CDN Product and solutions and will work with Customer to identify how the CDN Products and solutions may enhance Customer’s existing CDN Network.

1.1.10.3 Customer Responsibilities:
Customer will identify an executive sponsor or single point of contact within its organization to work with Cisco to define the level of consultative support, deliverable definitions, delivery schedule, and Customer-to-Cisco various team interfaces.
1.1.10.4 Duration:
A twelve (12) month period during which Cisco will provide twelve (12) days of support delivered remotely.

1.1.11 CDN Solution Scaling and Enhancement Advisory:

1.1.11.1 Purpose:
Identification of issues that may affect the scalability and enhancements to Customer's Network, assistance to identify the risks and issues, with respect to the Customer's design and strategy to modify their CDN solution to accommodate scaling to higher capacity or adding enhancements.

1.1.11.2 Cisco Responsibilities:
Cisco shall provide remote assistance to Customer to help identify possible risks and issues with respect to: (1) Customer's Network design; and (2) Customer's strategy to modify its CDN solution to address the Network's ability to scale and to undertake enhancements to the CDN solution and Network. Cisco shall also share with Customer details of industry best practices with respect to planning, design, implementation, and operational support as it relates to CDN technology.

1.1.11.3 Customer Responsibilities:
Customer shall provide Cisco with detailed information related to the CDN solution's current design, equipment currently within Customer's Network, operating system Software and feature configuration policies; core network architectural description; Customer's solution management methods and procedures; implementation strategy; requirements and objectives for Customer's CDN solution.

1.1.11.4 Duration:
A twelve (12) month period during which Cisco will provide ten (10) days of remote support.

1.1.12 DN Security (Firewall Load Balancing, VPN Load Balancing and Content Devices Specific Configuration):

1.1.12.1 Purpose:
An assessment of the Customer's CDN solution security posture and Customer’s exposure to hacker attacks.

1.1.12.2 Cisco Responsibilities:
Cisco will assist Customer to: (1) identify possible security related design and configuration issues (for example, firewall load balancing, VPN (IPSec) load balancing, Secure Sockets Layer (SSL)); and (2) review Customer’s existing security policies and procedures.

1.1.12.3 Customer Responsibilities:
Customer will provide Cisco with the following detailed information and documentation: (1) a list of components including but not limited to Products (including Software release details), third party hardware, quantity and third party software (including release details) (for example, CSS 11801 Content Switch, WebNS 5.0, quantity 2); (2) Network type (for example, eLearning); (3) High-level architecture drawing that shows where the components are located; (4) Configuration description for each of the key components; (5) Customer's requirements and objectives for its Network including but not limited to scalability, security and manageability; and (5) A Network roadmap that addresses...
deployment plans, Network migration to new services or locations or new components or Software.

1.1.12.4 Duration:
A twelve (12) month period during which Cisco will provide ten (10) days of support (delivered through no more than two (2) onsite visits to Customer’s site) with one (1) to four (4) days spent in connection with the review of the security assessment and provision of any security recommendations.

1.1.13 CDN Knowledge Transfer:

1.1.13.1 Purpose:
The provision of training and mentoring for Customer’s engineering operations personnel.

1.1.13.2 Cisco Responsibilities:
Cisco will provide training and mentoring services for Customer’s engineering operations personnel in connection with Cisco’s CDN Products and technology. Cisco will determine an appropriate course format and delivery method that may include but shall not be limited to training or mentoring over a shared medium over Internet and or teleconference, or in a classroom environment. The maximum number of students at any one time shall not exceed ten (10).

1.1.13.3 Customer/Customer Responsibilities:
Customer will: (1) provide Cisco with: (a) not less than three (3) weeks prior written notice of a training or mentoring requirement where the delivery of the training or mentoring is to be in a classroom whether or not based at Cisco’s or Customer’s facility; (2) ensure that Customer’s personnel attending training or mentoring session meet all course pre-requisites notified by Cisco to Customer; (3) participate in a pre-training or pre-mentoring conference call in the event Cisco determines that further information about Customer’s requirements is needed to enable Cisco to deliver a more focused and tailored training or mentoring session; and (4) ensure that, where training or mentoring courses are held at Customer’s facility, such facility is in Cisco’s opinion capable and has all the resources for supporting such training and mentoring courses.

1.1.13.4 Duration:
The CDN Knowledge Transfer allows for a total of sixteen (16) hours of training and mentoring.
ATTACHMENT 2: Network Security Technology Application Support

This Network Security Technology Application Support datasheet is attached to the Technology Application Support Exhibit to the Master Contract by and between Cisco and Customer and is incorporated into the Master Contract by this reference.

A. Planning and Operation Services

1. Planning

1.1 Network Security Architecture review

1.1.1 Purpose:
Review Customer’s Network architecture to gain an understanding of Customer’s Network expansion goals and requirements.

1.1.2 Cisco Responsibilities:
Cisco will assist Customer in a review of its existing Network security architecture and Network expansion goals and requirements. The review will be conducted through remote activity in addition to one-on-one and group on-site meetings and interviews. The review will focus on the following:

- Gather security policy requirements – Cisco will gather information on the specific security requirements pertinent to the designs and solutions to be deployed by this service (for example, Policy requirements for remote users, authentication methodology and access rules).
- Security plans for present as well as future deployment scenarios, recommend best practices for Firewall/DMZ ‘footprints’, power and environmental factors.
- Security requirements analysis (for example, an analysis in connection with a recommended state of and use of Cisco and industry security design standards and the effect upon security design at the Network edge and overview considerations for core Network
- Security threat and risk assessment. Cisco will work to understand what security risks Customer believes reside on the Network (For example, in connection with the rollout of a new e business service).
- Security Network’s current and future complexity (for example, the increase of the number of firewalls due to evolving density factors associated with an increased number and type of users; user access and Network separation; and effects of security evolution;)
- Security Network’s current and future scalability (for example, the number of firewalls, number of routing domains and available core WAN interfaces)
- Security Network redundancy and potential single point of failures
- Security Network upgrade and potential migration issues
- Customer’s short-term and long-term security Network expansion plans

1.1.3 Customer Responsibilities:
Customer will: (1) provide Cisco with documentation and information that sets out and describes in detail Customer’s existing Network security architecture and expansion goals and requirements. The documentation and information shall include but shall not be limited to Customer’s Network architecture description document and expansion roadmap; and (2) nominate an executive sponsor responsible for coordinating and socializing Customer’s Network goals and requirements with executives within Customer’s organization and with senior management.
1.1.4 Deliverables:
Cisco will provide a report setting out its assessment of Customer’s existing Network security architecture and any recommendations and/or observations in connection with Customer’s Network security expansion goals and requirements. These recommendations and/or observations may consist of those relating to the Network’s physical and logical topology of security infrastructure.

2. Operations

2.1 Network Security Advisories and Impact Analysis

2.1.1 Purpose:
As new vulnerabilities are announced, Cisco security engineers will work with the Customer’s security team to explain and provide analysis based on its knowledge of Customer’s Network and security architecture.

2.1.2 Cisco Responsibilities:
Cisco will provide an ongoing security advisory update that will address the impact of Network security alerts on Customer’s specific environment and provide recommendations regarding the ongoing security of Customer’s Network.

2.1.3 Customer Responsibilities:
Customer shall provide Cisco with the following information and documentation: (1) a list of components including but not limited to Hardware quantity and Software version releases; (2) Network type; (3) Configuration description for each of the key components; (4) A Network roadmap that addresses deployment plans, Network migration to new services, locations, new components, or Software.

2.1.4 Deliverables:
Cisco will provide, in the event of a discovered vulnerability, recommendations on how to minimize the impact to Customer’s Network in the form of an impact analysis document.
ATTACHMENT 3: Dial Access Technology Application Support

This Dial Access Technology Application Support datasheet is attached to the Technology Application Support Exhibit to the Master Contract by and between Cisco and Customer and is incorporated into the Master Contract by this reference.

Planning Phase

• Dial Access Network Architecture Review
  o **Purpose:** To provide consultation for Customer’s network architecture with specific focus on addressing fault tolerance, network growth, and scalability issues.
  
  o **Cisco Responsibilities:** Cisco will assist Customer in undertaking an analysis and review of Customer’s dial access network architecture with a view to recommending architecture changes where necessary. The focus of the analysis and review work will be on the following areas:
    - Fault tolerance
    - Scalability
    - Routing techniques
    - Dial Port management
    - Subscriber Management
  
  o **Customer Responsibilities:** Customer will provide information on the Customer’s Customers, which shall include but shall not be limited to:
    - Information on number of Point of Presence (POPs)
    - Information on the type of Class 5 switches used for the Inter-Machine Trucks (IMTs) or T1 lines from the Public Switched Telephone Network (PSTN)
    - Information on the type of services that Customer offers or plans to offer (for example, voice, dial, and video)
    - Information on the usage characteristics of each service (for example, ISDN, modem connections).
    - Detailed information on Customer’s current network architecture
  
  o **Deliverables:** Cisco will provide a report setting out recommended design changes for consideration and possible adoption by Customer. The report will contain recommendations that may include the following:
    - Design approach for improved scalability
    - Design approach for fault tolerance of key components (for example, Network Access Servers (NASs) and call agents)
    - Design approach for dial port management and subscriber management
    - Design approach for IP address management and routing techniques
  
  o **Duration:** Estimated duration of this Dial Access Network Architecture Review is two (2) to three (3) months.

Design Phase:

• Dial Access Detailed Design Review
  o **Purpose:** To provide design consultation for Customer’s network design with specific focus on addressing load balancing issues, designing a network that addresses network growth and scalability, and designing a network that may include a variety of portal types.
Cisco Responsibilities: Cisco will assist Customer in undertaking an analysis and review of Customer’s dial access network's detailed design with a view to recommending design changes where necessary. The focus of the analysis and review work will be on the following areas:

- Aggregation points
- Load balancing and user mix (for example, ISDN and modem)
- Bandwidth utilization
- Portal diversity challenges
- Modem connection standards (for example, V.90, V.92, V.34)

Customer Responsibilities: Customer will provide information on the Customer’s Customers, which shall include but shall not be limited to:

- Information on number of POPs
- Information on the modem types in Customer’s installed base
- Current revision levels on IOS and modem firmware
- Information on the portal types and modem connection standards that Customer offers or plans to offer
- Information on the usage characteristics and user mix (ISDN vs. modem)
- Detailed information on Customer’s current network detailed design

Deliverables: Cisco will provide a report setting out recommended design changes for consideration and adoption by Customer. The report will contain recommendations that may include the following:

- Suggestions for changes in aggregation point placement
- Design changes to improve load balancing and bandwidth utilization
- Design approaches for Authentication, Authorization, Accounting (AAA), Point-to-Point Protocol (PPP), Layer 2 Tunneling Protocol (L2TP) inter-operability considerations

Duration: Estimated duration of this Dial Access Detailed Design Review is two (2) to three (3) months.

Dial Access NMS Design Review

Purpose: To assess the Customer’s current network management environment and provide recommendations to Customer concerning their current use of Cisco tools and solutions for the management of their dial access network.

Cisco Responsibilities: Cisco will undertake the following tasks: (1) assist Customer in the analysis of SNMP data that needs to be collected to address Customer’s network management requirements; (2) review Customer’s NMS business requirements and any other requirements that may impact network management; (3) review the use of Cisco tools and solutions for service provisioning and management; (4) assist in analyzing Dial Access service integration, focusing on performance management, fault management and service creation and activation methods, if appropriate (5) assist Customer in assessing any potential impact on the performance of Customer’s network following the collection of network management data. This analysis will focus on:

- Balance of SNMP polls against CPU utilization
- Amount of NMS traffic on Customer’s network
- Thresholds for alarm generation
- SNMP traps enabled for critical traffic, for example SS7 signaling

Customer Responsibilities: Customer will provide information to Cisco in connection with Customer’s: (1) current NMS systems (for example, information on the data the NMS system collects and overall capacity limits of the NMS system) and their interaction with Cisco devices; (2) Customer’s corporate
network management requirements (for example, current procedures for monitoring, performance analysis, and fault isolation).

- **Deliverables**: Cisco will provide the following Deliverables to Customer for review and incorporation within Customer’s overall network management strategy:
  - Recommendations for a set of Management Information Base (MIB) components that need to be collected to meet Customer’s network management goals.
  - Recommendations for minimizing potential impact of implementing Cisco’s recommendation to Customer’s network.
  - Recommendations for changes/upgrades/additions in Customer’s network architecture to meet Customer’s requirements for network manageability.
  - Recommendations on how proposed Cisco management systems can function with Customer’s existing management architecture.
  - Configuration templates for the Cisco products involved.

- **Duration**: Estimated duration of this Dial Access NMS Design Review is two (2) to three (3) months.

- **Dial Access Software Release Recommendation**
  - **Purpose**: To provide recommendations of Cisco operating system and Cisco application software releases that may assist Customer in meeting its network growth requirements, including an overview of new software features that may be required.
  - **Cisco Responsibilities**: Cisco will (1) assist Customer in assessing whether its current Cisco operating system and application software releases are addressing Customer’s network requirements; (2) help develop criteria based upon software protocol and feature requirements that can determine whether updates may be required to address Customer’s network requirements.
  - **Customer Responsibilities**: Customer will provide to Cisco: (1) detailed current network information, including but not limited to the current software version on all the Cisco devices; and (2) details of any new features that Customer has developed or is planning to develop.
  - **Deliverables**: Cisco will provide a report providing software recommendations for Cisco Dial Access components based on the network designs provided by Customer.
  - **Duration**: Estimated duration of this Dial Access software release recommendation is two (2) to three (3) months.

- **Dial Access Implementation Plan Review**
  - **Purpose**: Assistance in (1) the creation of configuration templates so that devices in Customer’s network are properly configured to provide voice services; and (2) the review of Customer’s deployment plan so as to anticipate where possible network disruptions to service provided may occur with a view to avoiding such disruptions.
  - **Cisco Responsibilities**: Cisco will (1) assist Customer in the creation of configuration templates for network devices (for example NAS and CA); and (2) work with Customer to review any new hardware deployment plans with a view to minimizing deployment project plan and service disruptions. Cisco’s review will focus on the following areas:
    - Integration into routing infrastructure
    - Integration into billing infrastructure (if applicable)
    - Test plan for initial turn-up
- Trunks and SS7 links to PSTN
- IP uplink connectivity to Tier 1/Tier 2 ISP

- **Customer Responsibilities:** Customer will provide detailed information to enable Cisco to assist in creating the configuration templates that apply to Customer’s network devices and to enable Cisco to provide recommendations in connection with Customer’s deployment plan.

- **Deliverables:** Cisco will provide a report detailing recommended changes to the deployment plan for consideration and, where applicable, adoption by Customer. These recommendations may include additional test case suggestions and configuration suggestions.
  - **Duration:**
  - Estimated duration of this Dial Access Implementation Plan review is two (2) to three (3) months.

- **Dial Access Remote Deployment Support:**

  - **Purpose:** Provide Customer with remote resource for problems with Dial Access Hardware and configurations during a major deployment into a live Network.

  - **Cisco Responsibilities:** Cisco will make available, upon receipt of not less than twenty-one (21) days prior written request by Customer to Cisco, a designated support contact that can accept trouble calls on a 24-hour 7-day standby basis to remotely assist Customer in major Network service changes (for example, major Hardware upgrade(s), major site installation(s) and major configuration changes). Customer agrees to submit a detailed request and schedule to Cisco prior to any such activity.

  - **Customer Responsibilities:**
    - Information on architecture (which may include remote sites and size of remote sites).
    - Identify low risk and high risk areas of the Network based on their Network traffic.
    - Information on Customer Implementation plan and deployment schedule.
    - Maintenance window information and any other constraints.
    - Information on Customer change control process.
    - Contact information and Customer escalation process.
    - Review details of planned changes with Cisco engineer.

  - **Deliverables:**
    - Cisco shall: (1) provide remote support as specified above; (2) provide status updates on outstanding technical issues and field alerts

  - **Duration:** Cisco shall support up to two Events, not to exceed ten hours, in any one-month period for all Hardware, configuration, and Software Events combined.
**Operations Phase:**

- **Dial Access Ongoing Software Release Assessment**
  
  o **Purpose:** Consideration of Cisco operating system and application software releases that include additional features and functionality that may address Customer’s on-going functional and technical network requirements.

  o **Cisco Responsibilities:** Cisco will (1) assist Customer in assessing whether its current Cisco operating system and application software release is addressing Customer’s network requirements; (2) help develop criteria based upon software protocol and feature requirements that can determine whether updates may be required to address Customer’s network requirements; (3) undertake a quarterly review of Cisco’s software releases that contain new features relevant to Customer’s network environment.

  o **Customer Responsibilities:** Customer will provide to Cisco: (1) detailed current network information, including but not limited to the current software version on all the Cisco devices; and (2) details of any new features that Customer has developed or is planning to develop.

  o **Deliverables:** Cisco will provide a quarterly report of its software recommendations as they apply to Customer’s network.

  o **Duration:** Estimated duration of this Dial Access Ongoing Software Release Assessments is twelve (12) months.

- **Modem Connection Quality Review – Part of the Advanced Dial Access Performance Optimization and Recommendations**
  
  o **Purpose:** Evaluation of Customer’s modem connection quality to assess whether it continues to address Customer’s network requirements.

  o **Cisco Responsibilities:** Cisco will assist Customer (1) to undertake an assessment of Customer’s current modem connection quality statistics with a view to identifying potential changes that may be required to improve modem connection quality; and (2) to undertake a quarterly review of the effectiveness of Customer’s modem connection quality. The review will focus on the following:
    - Modem connection speeds
    - Resource availability (over subscription ratio)
    - IP transport latency

  o **Customer Responsibilities:** Customer will provide Cisco with details of Customer’s: (1) current network information including but not limited to topology, modem connection and configuration information, and client modem installed base; (2) future planned change information; (3) previous modem connection history; and (4) allocation of Customer internal resources so that Cisco has the ability to provide Cisco with modem connection data from third party class 5 switches or proprietary soft switches.

  o **Deliverables:** Cisco will provide a quarterly report that identifies changes and sets out recommendations to Customer’s modem connection plan. These recommendations may include but are not limited to the following:
    - Changes to modem cap strings
    - Changes to firmware
    - Use of modem pooling or Resource Pool Management (RPM) to accommodate large variety of modem types
• **Duration**: Estimated duration of this Modem Connection Quality Review is twelve (12) months.

**Network Timer Tuning Optimization – Part of the Advanced Dial Access Performance Optimization and Recommendations**

- **Purpose**: To address timing issues with respect to components in Customer’s network and to review validity of timer settings in the context of new traffic patterns or new dial access services that are planned or have been implemented by Customer.

- **Cisco Responsibilities**:
  - Cisco will assist Customer to undertake: (1) an assessment of Customer’s current network timers and settings as they may impact issues such as over subscription ratio, modem connection quality and billing; and (2) a quarterly assessment to verify whether Customer’s time settings remain valid due to actual or planned changes to Customer’s dial access network.
  - Tasks undertaken by Cisco may include but are not limited to:
    - Assessment of current network timers
    - Quarterly review of timers, modem statistics, and call completion statistics
    - AAA and RPMS related transactions

- **Customer Responsibilities**: Customer will provide Cisco with: (1) current network timer information and operation/performance status and projected traffic load and type; and (2) necessary information on network topology to allow Cisco to simulate key test case scenarios for better assessment of the timer settings.

- **Deliverables**: Cisco will provide a quarterly report on recommended timer changes that include guidelines for making required changes with a minimum amount of service impact.

- **Duration**: Estimated duration of this Network Timer Tuning Optimization is twelve (12) months.

**Capacity and Service Optimization – Part of the Advanced Dial Access Performance Optimization and Recommendations**

- **Purpose**: Analysis of Customer’s existing available bandwidth and review of Customer’s plans for adoption and implementation of new or expanded dial access services.

- **Cisco Responsibilities**:
  - Cisco will assist Customer to undertake an assessment of Customer’s existing available bandwidth to determine if the Customer’s current network can absorb the additional bandwidth requirements of new planned services or increases in demand for existing services. The assessment will be based on information such as:
    - Router performance data
    - Aggregation bandwidth
    - Calls per second (CPS) being handled by Customer’s NAS and call agents
    - Average hold times
    - Busy hour call attempts (BHCA); and
  - (2) a quarterly review of Customer’s bandwidth requirements for new or expanded dial access services focusing on factors such as:
- Determining over subscription ratio
- New feature and/or new portal implementation
- Efficient bandwidth allocation for future enhancements

**Customer Responsibilities:** Customer will provide Cisco with: (1) details of its data access capacity design, service objectives and service requirements on a per POP basis; (2) details of Customer's goals in connection with its planned dial access network and new services associated with its dial access network. Details shall include but shall not be limited to information and data relating to the number of minutes of dial access calls expected per month; (3) knowledge of non-Cisco products that are used in their network (for example, non-Cisco call agents); (4) SS7 analyzer (if appropriate), information from Customer billing server, call detail record logs for analysis, and access to devices to collect other Software related parameters during maintenance windows.

**Deliverables:** Cisco will provide a quarterly report containing recommended changes to Customer's network. These recommendations may include but shall not be limited to recommendations in respect of the following:

- Platform recommendations for NAS performance
- Changes to modem cap strings
- Changes to firmware

**Duration:** Estimated duration of this Capacity and Services Optimization is twelve (12) months.

**Dial Access Ongoing Network Performance and Optimization**

**Purpose:** Consultative operational support of network applications that may assist Customer to minimize or avoid network downtime

**Cisco Responsibilities:** Cisco shall provide ongoing application support, advice, and guidance in connection with dial access technology and architecture issues affecting Customer’s network. The services will include but shall not be limited to:

- On-going identification of network alerts indicating performance issues.
- On-going configuration tuning
- On-going network expansion consultation
- On-going service provisioning and network management M&P’s
- On-going technology updates to review emerging standards and protocols as relating to Customer application
- Quarterly review of configuration templates, test procedures, script and command change updates, M&P’s, technology update, and effect on staff skill sets

**Customer Responsibilities:**

- Customer will provide Cisco with the following information and documentation: (1) a list of components including but not limited to the number of hardware devices and the version of software releases; (2) high-level architecture drawing that shows where the components are located; (3) configuration description for the key components; (4) Customer’s requirements and objectives for its network including but not limited to scalability, security and manageability; and (5) a network roadmap that addresses deployment plans and network migration to new services, locations, new components, or software.

- Customer will ensure its end users contact Customer's support desk or resolution center for assistance in connection with their network or service problems or issues. Customer shall not escalate any problems or issues until it has performed a preliminary diagnosis and used its best efforts to resolve the problem or issue. Where the problem or issue arises as a result of a Priority 1 or 2 call then Customer may escalate the problem or issue immediately to Cisco’s TAC.
Customer shall ensure that it has a valid and current support agreement in place with third parties in respect of all non-Cisco hardware, software and components that comprise its network.

- **Deliverables**: Cisco will provide a quarterly report containing recommended changes to Customer’s network. These recommendations may include but shall not be limited to recommendations with respect to the following:
  - Relevant Cisco product configuration templates
  - Test procedures, recommendations for changes in scripts, command change updates, and assessment of changing / shifting staff skill sets
  - Emerging standards and protocols relating to Customer’s current application
  - Potential operational and performance issues of application software, hardware, and database software platforms

- **Duration**: Estimated duration of this Dial Access Ongoing Network Performance and Optimization for Cisco Products is twelve (12) months.

- **Dial Access Knowledge Transfer**

  - **Purpose**: To familiarize Customer's staff with new Cisco products and Cisco trouble shooting and problem-coding techniques within an operations environment.

  - **Cisco Responsibilities**: Cisco will: (1) assist Customer to undertake a needs assessment for Customer’s dial access technology. The needs assessment will focus on assisting Customer’s staff to gain a working knowledge of Customer’s dial access technology requirements; (2) work with Customer to host a transfer of information session (TOI) in connection with Cisco dial access products and technology. This session will also review basic trouble shooting and problem-coding techniques that may arise in Customer’s environment.

  - **Customer Responsibilities**: Customer will: (1) provide Cisco with full details, including but not limited to resumes, job qualifications, skills and experience for each of Customer employees and representatives who will be working in Customer’s environment to help Cisco create more focused TOI sessions for such employees and representatives; and (2) ensure that facilities and equipment are available to host the TOI sessions.

  - **Deliverable**: Two (2) onsite TOI sessions will be conducted during the year. The topic for each session will be based on the needs assessment. Each session shall last no more than two (2) days.

  - **Duration**: Estimated duration of this Dial Access Knowledge Transfer is twelve (12) months.
ATTACHMENT 4: WLAN Technology Application Support

This WLAN Technology Application Support datasheet is attached to the Technology Application Support Exhibit to the Master Contract by and between Cisco and Customer and is incorporated into the Master Contract by this reference.

Planning Phase:

- WLAN Application Network Architecture Review
  - **Purpose:** Review of Customer’s network architecture and understanding of Customer’s network expansion goals and requirements.
  - **Cisco Responsibilities:** Cisco will assist Customer in a review of its existing network architecture and WLAN network expansion goals and requirements. The review will be conducted through remote activity in addition to one-on-one and group on-site meetings and interviews. The review will focus on the following:
    - Network core and edge composition (for example: WAN and aggregation requirements for WLAN deployment, protocols used and NMS considerations)
    - WLAN application environment, bandwidth requirements, quality-of-service (QoS) and class of service discussions, guidelines for testing the types of WLAN, configuration recommendations
    - WLAN radio frequency (RF) plans for present as well as future deployment scenarios, recommend best practices for: RF ‘footprints’, frequency plans, power and environmental factors
    - WLAN security requirements analysis (for example: recommended state of and use of Cisco and industry security design standards and effect upon WLAN network general design and at network edge [WLAN Access Point’s]; and overview considerations for core network)
    - WLAN network’s current and future complexity (for example: the number of AP’s due to evolving density factors associated with increased number and type of users; impacts on traffic engineering; impacts on frequency selection, user access and network separation; effects of security evolution; effects of AAA evolution)
    - WLAN network’s current and future scalability (for example, number of WLAN AP’s, number of routing domains, available core WAN interfaces, aggregation and bandwidth consideration for AAA, OSS, BSS systems)
    - WLAN network redundancy and potential single point of failures
    - WLAN network upgrade and potential migration issues
    - Customer’s short-term and long-term WLAN network expansion plans
  - **Customer Responsibilities:** Customer will provide Cisco with: (1) documentation and information that sets out and describes in detail Customer’s existing network architecture and WLAN network expansion goals and requirements (The documentation and information shall include but shall not be limited to Customer’s network architecture description document and expansion roadmap); and (2) the name of an executive sponsor responsible for coordinating and socializing Customer’s network goals and requirements with executives and senior management within Customer’s organization.
  - **Deliverables:** Cisco will provide a report setting out its assessment of Customer’s existing network architecture and any recommendations and/or observations in connection with Customer’s network expansion goals and requirements. These recommendations and/or observations may relate to the network’s physical and logical topology, network performance and scalability, RF plans, security, subscriber management, network availability, reliability and resiliency and QoS.
  - **Duration:** Estimated duration for the provision of this WLAN Application Network Architecture Review is up to two (2) Weeks will include two (2) business days of onsite meetings to: (1) review Customer’s existing WLAN network architecture and to conduct interviews with Customer personnel; (2) present and discuss report findings.
**Design Phase:**

- **WLAN Application Detailed Design Review**

  o **Purpose:** Review of Customer’s WLAN network design.

  o **Cisco Responsibilities:** Cisco will assist Customer in undertaking an analysis and review of Customer’s WLAN network design with a view to recommending design changes where necessary. The analysis and review will assist Customer to: (1) to assess whether Customer’s WLAN network design requirements have been addressed; (2) to assess whether the WLAN network design meets or exceeds Customer’s design targets; (3) to assess any differences in WLAN network behavior before and following the design and whether or not such differences reflect intended or expected behavior; and (4) to address any issues that may arise due to the WLAN network impacting the operation of the core network and vice versa (for example: security issues that may arise or user subscription management issues that may arise).

  In providing assistance to Customer, Cisco will focus on the following:

  - Design of Network core and edge composition (for example: WAN and aggregation requirements for WLAN deployment, protocols used and NMS considerations)
  - WLAN RF plans for present as well as future deployment scenarios, RF ‘footprints’, frequency plans, power and environmental factors
  - Design for WLAN security requirements (for example: recommended state of and use of Cisco and industry security design standards and effect upon WLAN network general design and at network edge [WLAN AP’s]; and overview considerations for core network)
  - Design for WLAN network’s current and future complexity (for example: the number of AP’s due to evolving density factors associated with increased number and type of users; impacts on traffic engineering; impacts on frequency selection, user access and network separation; relation to security design; and relation to AAA design)
  - Design of WLAN network’s current and future scalability (for example, number of WLAN AP’s, number of routing domains, available core WAN interfaces, aggregation and bandwidth consideration for AAA, OSS, BSS systems).
  - Design for WLAN network redundancy and potential single point of failures

  o **Customer Responsibilities:** Customer will provide Cisco with a detailed WLAN network design document. In addition, where Cisco has not provided the Services detailed in Section 1 above (and does not have the related material as a result) Customer shall provide Cisco with the following detailed documentation and information: (1) Customer’s WLAN network architecture; (2) Customer’s WLAN network service requirements; and (3) Customer’s services roadmap.

  o **Deliverables:** Cisco will provide a report setting out recommended design changes for consideration by Customer. The recommendations may include but shall not be limited to: (a) recommended changes to overall WLAN network design to include core, aggregation, wan connectivity, subscriber management; (b) recommendations regarding number of AP’s required; (c) recommended RF design changes; (d) recommended changes to security design; (e) the level of base Software to be used for WLAN network implementation across Customer sites; (f) specific information in connection with routing protocols, access protocols, QoS, traffic engineering; (g) monitoring and event reporting.

  o **Duration:** Estimated duration for the provision of this WLAN Application Detailed Design Review of up to twelve (12) business days that will include three (3) business days of onsite meetings to: (1) review detailed design and conduct interviews with Customer personnel; (2) present and discuss report findings.

- **WLAN Application Proof of Concept**

  o **Purpose:** To assist Customer in proof of concept simulation of Customer’s conceptual WLAN network design in an environment that emulates Customer’s proof of concept network design.
Cisco Responsibilities: Cisco will assist Customer to provide consultative support to: (1) assist in lab design for required equipment, configurations and management applications; (2) run verification tests at Customer’s laboratory. Cisco will provide one of its engineers to provide both onsite assistance at Customer’s lab and remote consultative support during test execution; (3) assist in designing proof of concept tests that identify, amongst other things, what to test, how to test, and the expected range of values. Cisco will assist Customer to conduct a high impact test on network topologies proposed for Customer’s eventual network design.

Customer Responsibilities: Customer will: (1) provide a laboratory that meets the criteria identified by Cisco for proper testing (hardware and software); (2) develop and provide Cisco the final test plan; (3) create and provide Cisco with the test schedule; and (4) ensure that sufficient engineering resources are available to run the proof of concept tests. Due to lead times in coordinating the test activities, Customer must request this service within a reasonable time but in no event later than four (4) weeks prior to the date on which Customer requires Cisco to provide Services.

Cisco Deliverables: Cisco will provide Customer with comments to the: (1) Test Lab Design; (2) WLAN design proof of concept test results document. Cisco will also provide Customer with a test plan template if requested by Customer. Cisco will provide on-site and remote support of test design and execution by Customer.

Duration: Estimated duration for the provision of this WLAN Application Proof of Concept of up to two (2) weeks that will include one (1) week of onsite support of meetings and tests arranged by Customer.

WLAN Application Design Validation

Purpose: To assist Customer in validation testing of new WLAN network designs or design changes in an environment that emulates Customer’s production network.

Cisco Responsibilities: Cisco will assist Customer to provide consultative support to: (1) assist in lab design for required equipment, configurations and management applications; (2) run verification tests at Customer’s laboratory. Cisco will provide an engineer to assist at Customer’s lab and provide remote consultative support during test execution by Customer and assist in designing validation tests that identify, among other things, what to test, how to test, and the expected range of values. For detailed testing, Cisco will assist Customer to conduct a high impact test on network topologies similar to those found at Customer’s end Customer site and recommend specific areas for focus. Detailed testing will also include verification of existing and planned features, hardware and traffic patterns used and/or seen at Customer’s end Customer Site.

Customer Responsibilities: Customer will: (1) provide a laboratory that meets the criteria identified by Cisco for proper testing; (2) develop and provide Cisco the final test plan; (3) create and provide Cisco with the test schedule; and (4) ensure that sufficient engineering resources are available to run the validation tests. Due to lead times in coordinating the test activities, Customer must request this service within a reasonable time but in no event later than four (4) weeks prior to the date on which Customer requires Cisco to provide Services.

Deliverables: Cisco will provide Customer with comments to: (1) test lab design; (2) a WLAN design validation test results document. Cisco will also provide Customer with a test plan template if requested by Customer. Cisco will provide on-site and remote support of test design and execution by Customer.

Duration: Estimated duration for the provision of this WLAN Application Design Validation is up to three (3) weeks that will include up to eight (8) days onsite to attend meetings and to support tests.
• **WLAN Application Implementation Plan Review**
  
  o **Purpose:** Review of Customer's WLAN Network Implementation plan.

  o **Cisco Responsibilities:** Cisco will provide on a remote basis: (1) WLAN expertise to review the Customer’s implementation plan for WLAN network application; (2) assist in review of configuration templates for network components including: AP SSID's, RF channelization, etc.; routers and aggregation devices; (3) assist in review of IP routing and addressing and IP address resolution.

  o **Customer Responsibilities:** Customer will provide Cisco with: (1) a list of all of the WLAN networking components including but not limited to hardware, software and solution configurations; (2) a high-level architectural drawing showing the type of hardware, software, and application solutions configurations and where they are physically located (for example, geographical location or location within the network); (3) detailed definitions of the type of application (for example mobile traveler, corporate workforce or verticals) and features; (4) detailed definition of Customer's implementation strategy and schedule; and; (5) copies of network implementation plan and product configuration templates.

  o **Deliverables:** Cisco will provide Customer with an implementation plan review report to document recommended changes to the: (1) implementation plan; and; (2) configuration templates.

  o **Duration:** Estimate duration for the provision of this WLAN Application Implementation Plan Review is up to nine (9) days.

• **WLAN Remote Deployment Support:**

  o **Purpose:** Provide Customer with remote resource for problems with WLAN Hardware and configurations during a major deployment into a live Network.

  o **Cisco Responsibilities:** Cisco will make available, upon receipt of not less than twenty-one (21) days prior written request by Customer to Cisco, a designated support contact that can accept trouble calls on a 24-hour 7-day standby basis to remotely assist Customer in major Network service changes (for example, major Hardware upgrade(s), major site installation(s) and major configuration changes). Customer agrees to submit a detailed request and schedule to Cisco prior to any such activity.

  o **Customer Responsibilities:**
    - Information on architecture (which may include remote sites and size of remote sites).
    - Identify low risk and high risk areas of the Network based on their Network traffic.
    - Information on Customer Implementation plan and deployment schedule.
    - Maintenance window information and any other constraints.
    - Information on Customer change control process.
    - Contact information and Customer escalation process.
    - Review details of planned changes with Cisco engineer.

  o **Deliverables:** Cisco shall: (1) provide remote support as specified above; (2) provide status updates on outstanding technical issues and field alerts.

  o **Duration:** Cisco shall support up to two Events, not to exceed ten hours, in any one-month period for all Hardware, configuration, and Software Events combined.

• **WLAN Application Acceptance Test Plan Review**

  o **Purpose:** To assist Customer in the review of Customer’s acceptance test plan for WLAN network designs in a field environment that emulates Customer’s production network prior to deployment.
Cisco Responsibilities: Cisco will provide, on a remote basis: (1) WLAN expertise to review the Customer’s acceptance test plan for WLAN network application; (2) assist in test network definition and design for equipment required, configurations and management applications; (3) assist in designing acceptance tests that identify, among other things, what to test, how to test, and the expected range of values. For detailed testing, Cisco will assist Customer to conduct a high impact test on network topologies similar to those found in Customer’s production network.

Customer Responsibilities: Customer will provide Cisco with the acceptance test plan to include: (1) a list of all of the WLAN networking components including but not limited to hardware, software and solution configurations; (2) a high-level architectural drawing showing the type of hardware, software, and application solutions configurations and where they are physically located (for example, geographical location or location within the network; (3) detailed definitions of the type of application (for example mobile traveler, corporate workforce or verticals) and features; and; (4) specific tests to be performed.

Cisco Deliverables: Cisco will provide Customer with an acceptance test plan review report with recommended changes and editing comments regarding: (1) Test Network design; (2) specific tests to be performed.

Duration: Estimated duration for the provision of this WLAN Application Acceptance Test Plan Review is one (1) week.

Operations Phase

- WLAN Application Ongoing Performance and Optimization

  Purpose: Provision of ongoing application support and advice and guidance in connection with WLAN architecture and/or technology issues affecting Customer’s WLAN network.

  Cisco Responsibilities: Cisco shall provide application support and advice and guidance in connection with implementation of Cisco’s specific products in association with the WLAN technology and architecture issues affecting Customer’s network. The services will include but shall not be limited to:

  - On-going identification of network alerts indicating performance issues and recommendations for resolving same.
  - On-going configuration tuning
  - On-going network expansion consultation
  - On-going service provisioning and network management M&P’s.
  - On-going technology update to review emerging standards and protocols as relating to Customer application
  - Quarterly review of configuration templates, test procedures, script and command change updates, M&P’s, technology update, and effect on staff skill sets.

Customer Responsibilities:

- Customer will provide Cisco with the following information and documentation: (1) a list of components including but not limited to hardware, quantity and software release; (2) network type; (3) high-level architecture drawing that shows where the components are located; (4) configuration description for each of the key components; (5) Customer’s requirements and objectives for its network including but not limited to scalability, security and manageability; and (5) a network roadmap that addresses deployment plans, network migration to new services or locations or new components or software.

- Customer shall ensure that its end users contact Customer’s support desk or resolution center for assistance in connection with their network or service problems or issues. Customer shall not escalate any problems or issues until it has performed a preliminary diagnosis and used its best efforts to resolve the problem or issue. Where the problem or issue arises as a result of a Priority
1 or 2 call then Customer may escalate the problem or issue immediately to Cisco. Customer shall ensure that it has a valid and current support agreement in place with respect to all non-Cisco hardware, software and components that comprise its network.

- For the purposes of this Agreement: (a) Priority 1 means that an existing network is down or there is a critical impact to Customer’s or its end Customer’s business operation; and (b) Priority 2 means that the operation of an existing network is severely degraded or significant aspects of Customer or its end Customer’s business operation are being negatively impacted by unacceptable network performance.

- **Deliverables:**
  - Cisco will generate Operational Readiness Report detailing recommended design changes for consideration and adoption by Customer where appropriate. The recommendations may include but shall not be limited to: (a) recommendations regarding tuning of product configuration templates; b.) recommendations regarding network expansion; c.) recommendations regarding new standards and protocols; c.) recommendations regarding M&P’s; and; d.) recommendations for changes in scripts, commands in IOS devices, QoS adjustments
  - Cisco will attend quarterly meetings to present and review Operational Readiness Report
  - Cisco will provide assistance to: a.) report on network alerts; b.) discuss design changes; c.) prepare and present quarterly review

- **Duration:** Cisco shall provide the service over a twelve (12) month period, which shall include remote support and four (4) weeks in total which will include remote support and 4 site visits to present at quarterly meetings.

- **WLAN Application Knowledge Transfer:**

  - **Purpose:** The provision of training and mentoring for Customer’s engineering operations personnel.

  - **Cisco Responsibilities:** Cisco will provide training and mentoring services for Customer’s engineering operations personnel. Cisco will determine an appropriate course format and delivery method that may include but shall not be limited to training or mentoring in a classroom or laboratory environment. The maximum number of students at any one time shall not exceed ten (10). If there are more than 10 students incremental charges shall apply.

  - **Customer Responsibilities:** Customer will: (1) provide Cisco with: (a) not less than three (3) weeks prior written notice of a training or mentoring requirement where the delivery of the training or mentoring is to be in a classroom whether or not based at Cisco’s or Customer’s facility; (b) not less than three (3) weeks prior written notice where delivery is to be in a laboratory and based at Customer’s facility; and (c) not less than five (5) weeks prior written notice where delivery is to be in a laboratory based at Cisco’s facility; (2) ensure that Customer personnel attending any training or mentoring session meet all course pre-requisites notified by Cisco to Customer; (3) participate in a pre-training or pre-mentoring conference call in the event Cisco determines that further information about Customer’s requirements is needed to enable Cisco to deliver a more focused and tailored training or mentoring session; and (4) ensure that where training or mentoring courses are held at Customer’s facility, such facility has all the resources to supporting such sessions in Cisco’s determination.

  - **Duration:** Estimate duration for the provision of this WLAN Application Knowledge Transfer for up to two mentoring engagements per year. Each mentoring engagement (that is, actual teaching/mentoring; delivery of the course) lasts no more than two days.
SCHEDULE F

CISCO PROBLEM PRIORITIZATION AND ESCALATION GUIDELINE

To ensure that all problems are reported in a standard format, Cisco has established the following problem priority definitions. These definitions will assist Cisco in allocating the appropriate resources to resolve problems. Customer must assign a priority to all problems submitted to Cisco.

PROBLEM PRIORITY DEFINITIONS:

Priority 1: An existing network is down or there is a critical impact to Customer’s business operation. Cisco and Customer will commit full-time resources to resolve the situation.

Priority 2: Operation of an existing network is severely degraded, or significant aspects of Customer’s business operation are being negatively impacted by unacceptable network performance. Cisco and Customer will commit full-time resources during Standard Business Hours to resolve the situation.

Priority 3: Operational performance of the network is impaired while most business operations remain functional. Cisco and Customer are willing to commit resources during Standard Business Hours to restore service to satisfactory levels.

Priority 4: Information is required on Cisco Software capabilities, installation, or configuration. There is clearly little or no impact to Customer’s business operation. Cisco and Customer are willing to provide resources during Standard Business Hours to provide information or assistance as requested.

Cisco encourages Customer to reference this guide when Customer-initiated escalation is required. If Customer does not feel that adequate forward progress, or the quality of Cisco service is not satisfactory, Cisco encourages Customer to escalate the problem ownership to the appropriate level of Cisco management by asking for the TAC Duty Manager.

CISCO ESCALATION GUIDELINE:

<table>
<thead>
<tr>
<th>Elapsed Time</th>
<th>Priority 1</th>
<th>Priority 2</th>
<th>Priority 3</th>
<th>Priority 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Hour</td>
<td>Customer Engineering Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Hours</td>
<td>Technical Support Director</td>
<td>Customer Engineering Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24 Hours</td>
<td>Vice President, Customer Advocacy</td>
<td>Technical Support Director</td>
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<tr>
<td>48 Hours</td>
<td>President/CEO</td>
<td>Vice President, Customer Advocacy</td>
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<tr>
<td>72 Hours</td>
<td></td>
<td></td>
<td>Customer Engineering Manager</td>
<td></td>
</tr>
<tr>
<td>96 Hours</td>
<td>President/CEO</td>
<td>Technical Support Director</td>
<td>Customer Engineering Manager</td>
<td></td>
</tr>
</tbody>
</table>
Note: Priority 1 problem escalation times are measured in calendar hours 24 hours per day, 7 days per week. Priority 2, 3, and 4 escalation times correspond with Standard Business Hours.

The Cisco Manager to which the problem is escalated will take ownership of the problem and provide Customer with updates. Cisco recommends that Customer-initiated escalation begin at the Technical Manager level and proceed upward using the escalation guideline shown above for reference. This will allow those most closely associated with the support resources to correct any service problems quickly.

ACCESSING TAC:

**North America/South America:** +1-800-553-2447
(within the United States) +1-408-526-7209

**Europe, Middle East, Africa:** +32-2-704-5555

**Asia Pacific:** +61-2-9935-4107
(within Australia) +1-800-805-227
Schedule G

End User License and Software Warranty
End User License and Software Warranty

Software License

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• Unless otherwise expressly provided in the documentation, Customer shall use the Software solely as embedded in, for execution on, or (where the applicable documentation permits installation on non-Cisco equipment) for communication with Cisco equipment owned or leased by Customer;

• Customer’s use of the Software shall be limited to use on a single hardware chassis, on a single central processing unit, as applicable, or use on such greater number of chassis or central processing units as Customer may have paid Cisco the required license fee; and

• Customer’s use of the Software shall also be limited, as applicable and set forth in Customer’s purchase order or in Cisco’s product catalog, user documentation, or web site, to a maximum number of (a) seats (i.e. users with access to the installed Software), (b) concurrent users, sessions, ports, and/or issued and outstanding IP addresses, and/or (c) central processing unit cycles or instructions per second. Customer’s use of the Software shall also be limited by any other restrictions set forth in Customer’s purchase order or in Cisco’s product catalog, user documentation or web site for the Software.
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(ii) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or to permit third parties to do the same; or

(iii) decompile, decrypt, reverse engineer, disassemble or otherwise reduce the Software to human-readable form to gain access to trade secrets or confidential information in the Software.

To the extent required by law, at Customer’s request, Cisco shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Cisco’s applicable fee. Customer shall observe strict obligations of confidentiality with respect to such information.

**Upgrades and Additional Copies.** For purposes of this Agreement, “Software” shall include (and the terms and conditions of this Agreement shall apply to) any upgrades, updates, bug fixes or modified versions (collectively, “Upgrades”) or backup copies of the Software licensed or provided to Customer by Cisco or an authorized distributor for which Customer has paid the applicable license fees. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:** (1) CUSTOMER HAS NO LICENSE OR RIGHT TO USE ANY SUCH ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE FOR THE UPGRADE; (2) USE OF UPGRADES IS LIMITED TO CISCO EQUIPMENT FOR WHICH CUSTOMER IS THE ORIGINAL END USER PURCHASER OR LESSEE OR WHO OTHERWISE HOLDS A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) USE OF ADDITIONAL COPIES IS LIMITED TO BACKUP PURPOSES ONLY.

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**Protection of Information.** Customer agrees that aspects of the Software and associated documentation, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of Cisco. Customer shall not disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of Cisco. Customer shall implement reasonable security measures to protect such trade secrets and copyrighted material. Title to Software and documentation shall remain solely with Cisco.

**Term and Termination.** This License is effective until terminated. Customer may terminate this License at any time by destroying all copies of Software including any documentation. Customer’s rights under this License will terminate immediately without notice from Cisco if Customer fails to comply with any provision of this License. Upon termination, Customer must destroy all copies of Software in its possession or control.

**Customer Records.** Customer grants to Cisco and its independent accountants the right to examine Customer’s books, records and accounts during Customer’s normal business hours to verify compliance with this Agreement. In the event such audit discloses non-compliance with this Agreement, Customer shall promptly pay to Cisco the appropriate licensee fees.

**Export.** Software, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software.
Restricted Rights. Cisco’s commercial software and commercial computer software documentation is provided to United States Government agencies in accordance with the terms of this Agreement, and per subparagraph “(c)” of the “Commercial Computer Software - Restricted Rights” clause at FAR 52.227-19 (June 1987). For D O D agencies, the restrictions set forth in the “Technical Data-Commercial Items” clause at DFARS 252.227-7015 (N ov 1995) shall also apply.

Limited Warranty
Cisco Systems, Inc. or the Cisco Systems, Inc. subsidiary licensing the Software, if sale is not directly by Cisco Systems, Inc. (“Cisco”) warrants that commencing from the date of delivery to Customer (but in case of resale by a Cisco reseller, commencing not more than ninety (90) days after original shipment by Cisco), and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the Product (if any): (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (b) the Software substantially conforms to its published specifications. The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to the Customer who is the original licensee. Customer’s sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco or its service center’s option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to Customer, if different than Cisco. In no event does Cisco warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Cisco does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

Restrictions. This warranty does not apply if the Product (a) has been altered, except by Cisco, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) is licensed, for beta, evaluation, testing or demonstration purposes for which Cisco does not receive a payment of purchase price or license fee.

Disclaimer of Warranty. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

General Terms Applicable to the Limited Warranty Statement and Software License
Disclaimer of Liabilities. IN NO EVENT WILL CISCO OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE EVEN IF CISCO OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Cisco’s or its suppliers’ liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAM AGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
The Warranty and the Software License shall be governed by and construed in accordance with the laws of the State of California, without reference to principles of conflict of laws, provided that for Customers located in a member state of the European Union, Norway or Switzerland, English law shall apply. The United Nations Convention on the International Sale of Goods shall not apply. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Warranty and the Software License shall remain in full force and effect. Except as expressly provided herein, the Software License constitutes the entire agreement between the parties with respect to the license of the Software and supersedes any conflicting or additional terms contained in the purchase order.

If Customer has entered into a contract directly with Cisco for supply of the Products subject to this warranty, the terms of that contract shall supersede any terms of this Warranty or the Warranty Card, or the Software License, which are inconsistent with that contract. Customer acknowledges that: the Internet URL address and the web pages referred to in this document may be updated by Cisco from time to time; the version in effect at the date of delivery of the Products to the Customer shall apply.

For warranty or license terms which may apply in particular countries and for translations of the above information, please visit the following URL:
Schedule H
Software Application Services Exhibit

This Software Application Services Exhibit is Schedule H to the Contract and is incorporated into the Contract by this reference. “Customer” shall mean the same as “Purchaser,” as defined in the Contract. All capitalized terms not defined below have the meaning ascribed thereto in the Contract. In the event of a conflict between the terms of this Exhibit and the Contract, the terms of the Contract shall govern.

1.0 DEFINITIONS.

1.1 “Application Software” means non-resident/stand alone Software products listed on the price list which include but are not limited to Cisco's network management Software, security Software, IP Telephony Software, Internet appliance Software, Cisco ICM Software and IPCC Software.

1.2 “Third Party Products” means third party hardware and software, and all upgrades thereto, that are designated by Cisco as required for (i) the operation of Application Software in conformance with Cisco’s applicable Application Software documentation, and (ii) Cisco’s support of the Application Software in accordance with this Exhibit.

2.0 SERVICE RESPONSIBILITIES OF CISCO.

2.1 Software Application Support (“SAS”). In consideration of the fee paid by Customer for Software Application Support, Cisco shall provide the following Services, if available, for applicable Application Software in accordance with the provisions of this Exhibit:

(i) Assist Customer by telephone, facsimile, or electronic mail for information related to Application Software use, configuration and troubleshooting.

(ii) Provide Updates where available, upon Customer request, comprising Minor Releases and Maintenance Releases but not including Major Releases, for Application Software supported under this Exhibit. Such Updates are limited to Software releases that have been validly licensed and paid for and are covered under a current Equipment List. The Application Software releases and supporting documentation will be made available from the Cisco.com Software Center (www.cisco.com/software) or on physical media such as CDROM, through the Cisco Product Upgrade Tool (www.cisco.com/upgrade). Applicable supporting documentation, if available, is limited to one copy per release. Additional copies may be purchased from Cisco.

(iii) Provide 24 hours per day, 7 days per week access to Cisco’s Technical Assistance Center (TAC). Cisco will respond to Customer within one (1) hour for all calls received during Standard Business Hours and for Priority 1 and 2 calls received outside Standard Business Hours. For Priority 3 and 4 calls received outside Standard Business Hours, Cisco
will respond no later than the next business day.

(iv) Manage the Problem Prioritization and Escalation Guideline described in Schedule F to the Master Contract.

(v) Generate work-around solutions to reported Application Software problems using reasonable commercial efforts or implement a patch to the Application Software. For an Application Software patch, Cisco will provide a Maintenance Release to Customer for the Application Software experiencing the problem, as follows: (a) via download from Cisco.com (as available), and/or (b) shipment of Application Software media via Cisco’s nominated carrier. Requests for alternate carriers will be at Customer's expense.

(vi) Provide access to Cisco.com. This system provides Customer with online technical and general information on Cisco Application Software and access to Cisco’s on-line Software Center library and may be subject to access restrictions as identified by Cisco to Customer from time to time.

2.2 Software Application Support Plus Upgrades (“SASU”): In consideration of the fee paid by Customer for Software Application Support Plus Upgrades, the following Services, if available, for applicable Application Software shall be provided in accordance with the provisions of this Exhibit:

(i) Provide Software Application Support as specified in Section 2.1 above.

(ii) Provide Updates where available, upon Customer request, comprising Major Releases, Minor Releases and Maintenance Releases for Application Software. The Application Software releases and supporting documentation will be made available from the Cisco.com Software Center (www.cisco.com/software) or on physical media such as CDROM, through the Cisco Product Upgrade Tool (www.cisco.com/upgrade). Applicable supporting documentation, if available, is limited to one copy per release. Additional copies may be purchased from Cisco.

2.3 Third Party Providers. Cisco reserves the right to subcontract Services to a third party organization to provide Services to Customer.

2.4 Software Application Services (SAS & SASU) will commence on the date of shipment of the Application Software plus one day.

3.0 SERVICE RESPONSIBILITIES OF CUSTOMER.

3.1 Customer will provide a priority level as described in Schedule F to the Master Contract for all calls placed with Cisco.

3.2 Customer will provide current shipment contact information (as necessary), as follows: contact name, title, address, email address, or FAX number.

3.3 Customer is responsible for verifying any in-transit damage of Application Software media.

3.4 Customer shall provide, at no charge to Cisco, reasonable access to the Application Software through the Internet or via modem, as determined by Cisco.
to be required in accordance with Cisco’s remote access procedures in order to establish a data communication link between Customer and Cisco, such that problems may be diagnosed and corrected remotely. Customer also agrees to make available to Cisco current system passwords as necessary to provide such remote diagnosis and support.

3.5 Customer agrees to use the latest Application Software release and latest third party software release if required by Cisco to correct a reported Application Software problem.

3.6 Customer agrees to pay all engineering time and any travel and out-of-pocket expenses if Cisco is requested by Customer to perform on-site services or services outside the scope of this Exhibit. Engineering time will be billed at the then-current applicable time and materials rates.

3.7 Customer is responsible for any Hardware required to perform fault isolation.

3.8 Customer acknowledges that it is only entitled to receive Services on Application Software for which it has: (1) a valid and current license for the latest Major and Minor Release; and (2) paid the applicable software license and support fee when purchasing Services for such Application Software. Cisco reserves the right, upon reasonable advance notice, to perform an audit of Customer’s Application Software and records to validate such entitlement and to charge for support if Cisco determines that unauthorized support is being provided, as well as interest at the highest rate permitted by law, and applicable fees including, without limitation, attorneys’ fees and audit fees.

3.9 Customer shall use all reasonable efforts to isolate Application Software problems prior to requesting support from the TAC.

3.10 Customer shall be responsible for acquiring, installing, configuring and providing technical support for all (i) Third Party Products, including upgrades thereto required by Cisco or the supplier of Third Party Products or services related thereto, and (ii) network infrastructure, including but not limited to local and wide area data networks and Customer premise equipment required by Cisco for operation of Application Software.

3.11 When requested by Cisco, Customer shall provide Cisco with a list of all personnel it authorizes to contact Cisco or access Cisco.com for services and to download Software from Cisco.com or Cisco’s PUT. Customer is responsible for reviewing the list on an annual basis to add or remove personnel as necessary.

3.12 Customer acknowledges that certain Application Software requires that Customer must maintain its entire Application Software implementation currently in use under Software Application Services in order for Cisco to provide Software Application Services for any portion of Customer’s Application Software implementation.

3.13 Upon opening a case with TAC, Customer is required to provide Cisco the Cisco Service contract number for the Application Software for which Cisco is providing service and support. In the event that Customer is unable to provide valid and applicable Contract number for the Application Software and Cisco agrees to provide Services then fees payable by Customer shall be at Cisco’s then-current time and materials or non contract service rates.
4.0 SERVICES NOT COVERED UNDER THIS EXHIBIT.

4.1 Hardware repair and/or replacements or the provision of any Hardware or Third Party Products required to support an Update of Application Software.  

4.2 Service will not be provided for Application Software unless Customer has a valid license for the then-current Major Release and Minor Release.  

4.3 Support of Software other than Cisco Application Software, such as Cisco IOS or Cat OS, may be purchased under SMARTnet or SMARTnet Onsite.  

4.4 Any customization or installation of Application Software (including installation of Updates).  

4.5 Application Software releases that are not within the same operating platform, licensing capacity (e.g., single user, multi-user) or Application Software family as originally acquired.  

4.6 Furnishing of supplies, accessories or the replacement of expendable parts (e.g., cables, blower assemblies, power cords, rack mounting kits).  

4.7 Electrical or site work external to the Application Software.  

4.8 On-site support by Cisco.  

4.9 Support of Application Software that is altered, modified, mishandled, destroyed or damaged by natural causes or damaged due to a negligent or willful act or omission by Customer or use by Customer other than as specified in the applicable Cisco-supplied documentation.  

4.10 Services to resolve software problems resulting from third party products, causes beyond Cisco’s control, or Customer’s failure to perform its responsibilities under this Agreement.  

4.11 Any Hardware and/or memory upgrade or Third Party Product upgrade required to run new or updated Application Software.  

4.12 Support of Deliverables included with a SOW.  

4.13 Support of Third Party Products  

4.14 Services for Application Software for which support has lapsed are subject to Cisco’s prevailing reinstatement fees.

5.0 EQUIPMENT LIST.

Application Software covered under this Exhibit is listed in the Equipment List, which may be revised by Customer’s Purchase Order requesting such revisions and Cisco’s acceptance thereof.
<table>
<thead>
<tr>
<th>Fulfillment Partner</th>
<th>Contact Person and Information</th>
<th>Service Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avnet Enterprise Solutions</td>
<td>Sarah Morse&lt;br&gt;E-Mail: <a href="mailto:sarah.morse@avnet.com">sarah.morse@avnet.com</a>&lt;br&gt;Phone: 425-885-7979, ext: 131</td>
<td>Statewide State &amp; Local Government and Education</td>
</tr>
<tr>
<td>Cerium Networks</td>
<td>Roger Junkermier&lt;br&gt;Phone: 509-536-8656&lt;br&gt;Fax: 509-536-8657</td>
<td>Eastern Washington Local Government and Education Only</td>
</tr>
<tr>
<td>Ednetics</td>
<td>Shawn Swanby&lt;br&gt;E-Mail: <a href="mailto:info@ednetics.com">info@ednetics.com</a>&lt;br&gt;Phone: 208-777-4709, ext: 1057</td>
<td>Eastern Washington Local Government and Education Only</td>
</tr>
<tr>
<td>EMC Corporation</td>
<td>James Speidel&lt;br&gt;Phone: 503-431-6240&lt;br&gt;Fax: 503-443-2444</td>
<td>Western Washington State &amp; Local Government Only</td>
</tr>
<tr>
<td>NEC Unified Solutions, Inc.</td>
<td>David Schurz&lt;br&gt;E-mail: <a href="mailto:dschurz@necunified.com">dschurz@necunified.com</a>&lt;br&gt;Phone: 206-892-4375&lt;br&gt;Fax: 206-892-4380</td>
<td>Statewide Local Government &amp; Education Only</td>
</tr>
<tr>
<td>Obsidian Technologies, Inc.</td>
<td>David B. Markey&lt;br&gt;Phone: 541-242-1000&lt;br&gt;Fax: 541-484-0135</td>
<td>Western Washington Local Government and Education Only</td>
</tr>
<tr>
<td>Qwest Communications</td>
<td>Wendy Rock&lt;br&gt;E-Mail: <a href="mailto:wendy.rock@qwest.com">wendy.rock@qwest.com</a>&lt;br&gt;Phone: 360-754-5957&lt;br&gt;Fax: 360-754-3085</td>
<td>Statewide State &amp; Local Government and Education</td>
</tr>
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<td>Right Systems</td>
<td>Brian Reiter&lt;br&gt;E-mail: <a href="mailto:breiter@rightsys.com">breiter@rightsys.com</a>&lt;br&gt;Phone: 360-528-8605</td>
<td>Western Washington State &amp; Local Government and Education</td>
</tr>
<tr>
<td>Verizon Northwest</td>
<td>Don Kerkow&lt;br&gt;E-Mail: <a href="mailto:donald.d.kerkow@verizon.com">donald.d.kerkow@verizon.com</a>&lt;br&gt;Phone: 360-705-0446&lt;br&gt;Fax: 360-491-3436</td>
<td>Snohomish County Snohomish &amp; North King County School Districts</td>
</tr>
<tr>
<td></td>
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<td>Local Government</td>
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Amendment Number 06-01

to
Contract Number T06-MST-001

for
Cisco Products and Services

In accordance with Provision 42 (Authority for Modifications and Amendments) of Contract #T06-MST-001 ("Contract"), this Amendment 06-01 ("Amendment") is entered into by and between the State of Washington, Department of Information Services ("DIS") and Cisco Systems, Inc. ("Cisco") and is effective as of the date last signed below.

(1) Pursuant to Section 47 Subcontractors and Fulfillment Partners, DIS and Cisco agree to amend Schedule I, Fulfillment Partners, as revised and attached hereto.

(2) Pursuant to Section 42, Authority for Modifications and Amendments, DIS and Cisco agree to amend the Contractor Account Information in Section 38, Contractor Account Manager, as follows:

Contract Account Manager: Ray Coleman
Address: 500 108th Avenue N.E., Suite 400, Bellevue, Washington 98004
Phone: 425-468-0908
Fax: 206-490-6797
E-mail: racolema@cisco.com

All other provisions of Contract T06-MST-001, as amended, shall remain in full force and effect.

Approved
State of Washington, Cisco Systems, Inc.
Department of Information Services

Signature

Robert M. Deshay

Title

Date

FRANK A. CALDERON

VP, WW Sales Finance

Title

Date
Schedule I
Fulfillment Partners

Authorized Purchasers may purchase Equipment and Service from the Authorized Fulfillment Partners listed below, so long as the Equipment and Services are within the scope of the Master Contract. For purposes of clarification, Voice over IP products are outside the scope of the Master Contract, per Section 4.1 of the Master Contract.

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<th>Service Area</th>
<th>Equipment and Services</th>
</tr>
</thead>
</table>
| Calence LLC (which has acquired the former Avnet Enterprise Solutions division) | Chris Cushman  
10785 Willows Road NE, Suite 100, Redmond, WA 98052  
c璨man@calence.com  
503-358-9058 | Western Washington | Cisco Equipment & Services |
| UBI: 602-577-503 | | | |
| Cerium Networks, Inc. | Roger Junkermier  
1011 East 2nd Avenue, Suite 10, Spokane, WA 99202  
rjunkermier@ceriumnetworks.com  
509-536-8656 | Eastern Washington | Cisco Equipment & Services |
| UBI: 602-569-046 | | | |
| Dimension Data of North America, Inc. | Tom Falk  
20545 NE 34th Place, Sammamish, WA 98074  
Tom.Falk@us.didata.com  
206-799-2228 | Western Washington | Cisco Equipment & Services |
| UBI: 602-016-813 | | | |
| Ednetics, Inc. | Shawn Swanby  
11715 SE 5th Street, Suite 206, Bellevue, WA 98005  
info@ednetics.com  
208-777-4709, ext: 1057 | Eastern Washington | Cisco Equipment & Services |
| UBI: 602-127-359 | | | |
| EMC Corporation | James Speidel  
3650 131 Street Avenue, SE, Suite 700, Bellevue, WA 98006  
Speidel_James@emc.com  
503-431-6240 | Western Washington | Cisco Equipment & Services |
<p>| UBI: 602-158-629 | | | |</p>
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<th>Company</th>
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<th>Region</th>
<th>Services</th>
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<tr>
<td>Internetwork Experts (INX)</td>
<td>500 108th Ave NE, Suite 240, Bellvue, WA 98004</td>
<td>Bellvue, WA 98011</td>
<td>Western Washington</td>
<td>Cisco Equipment &amp; Services</td>
</tr>
<tr>
<td>MSN Communications Inc. (d/b/a Mountain States Networking)</td>
<td>5335 SW Meadows, Suite 155, Lake Oswego, OR 97035</td>
<td>Lake Oswego, OR 97035</td>
<td>Southwestern Washington</td>
<td>Cisco Equipment &amp; Services</td>
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<tr>
<td>NEC Unified Solutions, Inc.</td>
<td>15320 East Marietta #5, Spokane, WA 99216</td>
<td>Spokane, WA 99216</td>
<td>Eastern Washington</td>
<td>Cisco Equipment &amp; Services</td>
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<tr>
<td>NetVersant Solutions Inc.</td>
<td>3849 1st Ave South, Seattle, WA 98134</td>
<td>Seattle, WA 98134</td>
<td>Western Washington</td>
<td>Cisco Wireless LAN Equipment &amp; Services</td>
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<tr>
<td>Nexus IS</td>
<td>801 SW 16th Street Suite 200, Renton, WA 98055</td>
<td>Renton, WA 98055</td>
<td>Western Washington</td>
<td>Cisco Equipment &amp; Services</td>
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<tr>
<td>Obsidian Technologies, Inc.</td>
<td>1599 Oak Street, Eugene, OR 97401</td>
<td>Eugene, OR 97401</td>
<td>Southwestern Washington</td>
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<tr>
<td>Qwest Interprise America Inc.</td>
<td>512 12th Avenue, SE, Room 400, Olympia, WA 98501</td>
<td>Olympia, WA 98501</td>
<td>Statewide</td>
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<td>Right Systems, Inc.</td>
<td>Brian Reiter</td>
<td>2918 Ferguson Street, Suite A, Tumwater, WA 98512</td>
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</tr>
<tr>
<td>Verizon Select Services Inc.</td>
<td>David Acklin</td>
<td>1800 41st Street M/S WA0104SM Everett, WA 98201</td>
<td></td>
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In accordance with Provision 42 (Authority for Modifications and Amendments) of Contract #T06-MST-001, as amended ("Contract"), this Amendment 06-02 ("Amendment") is entered into by and between the State of Washington, Department of Information Services ("DIS") and Cisco Systems, Inc. ("Cisco") and is effective as of the date last signed below.

(1) Pursuant to Section 47 Subcontractors and Fulfillment Partners, DIS and Cisco agree to amend Schedule I, Fulfillment Partners, as revised and attached hereto.

All other provisions of Contract T06-MST-001, as amended, shall remain in full force and effect.
**Schedule I**

**Fulfillment Partners**

Authorized Purchasers may purchase Equipment and Service from the Authorized Fulfillment Partners listed below, so long as the Equipment and Services are within the scope of the Master Contract. For purposes of clarification, Voice over IP products are outside the scope of the Master Contract, per Section 4.1 of the Master Contract.

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1011 East 2nd Avenue, Suite 10, Spokane, WA 99202  
rjunkermier@ceriumnetworks.com  
509-536-8656 | Eastern Washington | Cisco Equipment & Services |
| Dimension Data of North America, Inc. | Tom Falk  
Dimension Data North America Inc.  
1110 - 112th Ave. NE, Suite #160  
West Bldg. - First Floor  
Bellevue, WA 98004  
Tom.Falk@us.didata.com  
206-799-2228 | Western Washington | Cisco Equipment & Services |
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11715 SE 5th Street, Suite 206, Bellevue, WA 98005  
info@ednetics.com  
208-777-4709, ext: 1057 | Statewide | Cisco Equipment & Services |
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<td>Andrew Cadwell 500 108th Ave NE, Suite 240, Bellevue, WA 98004</td>
<td>602-490-207</td>
<td>Western Washington</td>
<td>Cisco Equipment &amp; Services</td>
</tr>
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<td></td>
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<td><a href="mailto:Andrew.Cadwell@inex.com">Andrew.Cadwell@inex.com</a> 206-210-2040</td>
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<tr>
<td>MSN Communications Inc. (d/b/a Mountain States Networking)</td>
<td>Todd Harris 5335 SW Meadows, Suite 155, Lake Oswego, OR 97035</td>
<td>602-610-224</td>
<td>Southwestern Washington</td>
<td>Cisco Equipment &amp; Services</td>
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<td><a href="mailto:nfekete@mstates.com">nfekete@mstates.com</a> 503-914-5912</td>
</tr>
<tr>
<td>NEC Unified Solutions, Inc.</td>
<td>Bill Dixon 15320 East Marietta #5 Spokane, WA 99216 <a href="mailto:Wdixon@necunified.com">Wdixon@necunified.com</a> 509-227-6410</td>
<td>602-370-718</td>
<td>Eastern Washington</td>
<td>Cisco Equipment &amp; Services</td>
</tr>
<tr>
<td>NetVersant Solutions Inc.</td>
<td>Brad King 3849 1st Ave South Seattle, WA 98134 <a href="mailto:Brad.king@netversant.com">Brad.king@netversant.com</a> 206-774-7125</td>
<td>601-628-538</td>
<td>Western Washington</td>
<td>Cisco Wireless LAN Equipment &amp; Services</td>
</tr>
<tr>
<td>Nexus IS</td>
<td>John Hertzberg 801 SW 16th Street Suite 200 Renton, WA 98055 <a href="mailto:john.hertzberg@nexusis.com">john.hertzberg@nexusis.com</a> 206-219-6229</td>
<td>602-354-283</td>
<td>Western Washington</td>
<td>Cisco Equipment &amp; Services</td>
</tr>
<tr>
<td>Obsidian Technologies, Inc.</td>
<td>Tony Foy 1599 Oak Street Eugene, OR 97401 <a href="mailto:tfoy@obsidiantechnologies.com">tfoy@obsidiantechnologies.com</a> 541-242-1000</td>
<td>602-112-639</td>
<td>Southwestern Washington</td>
<td>Cisco Equipment &amp; Services</td>
</tr>
<tr>
<td>Qwest Enterprise America Inc.</td>
<td>Wendy Rock 512 12th Avenue, SE, Room 400 Olympia, WA 98501 <a href="mailto:Wendy.Rock@qwest.com">Wendy.Rock@qwest.com</a> 360-754-5957</td>
<td>601-707-410</td>
<td>Statewide</td>
<td>Cisco Equipment &amp; Services</td>
</tr>
<tr>
<td>Company Name</td>
<td>Person Name</td>
<td>Address</td>
<td>City, State and Zip</td>
<td>Phone Number</td>
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<tr>
<td>--------------------------------------------------</td>
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<tr>
<td>Right Systems, Inc.</td>
<td>Brian Reiter</td>
<td>2918 Ferguson Street, Suite A, Tumwater, WA 98512</td>
<td></td>
<td>360-528-8605</td>
</tr>
<tr>
<td>Structured Communications Systems, Inc.</td>
<td>John Culbertson</td>
<td>4382 SE International Way, Suite C</td>
<td>Portland OR 97222</td>
<td>503-513-9979</td>
</tr>
<tr>
<td>Verizon Select Services Inc.</td>
<td>David Acklin</td>
<td>1800 41st Street M/S WA0104SM, Everett, WA 98201</td>
<td></td>
<td>(425) 261-7811</td>
</tr>
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State of Washington  
Department of Information Services  
Contract No. T06-MST-001  
Schedule I  
Amendment 06-02