

CONTRACT ROUTING SHEETDate Prepared: 10/23/17Need Date: ASAP Rush Please**PROCESSING DEPARTMENT:**

Department: CAO, Procurement and
Contracts Division
 Dept. Contact: Eric van Leeuwen
 Phone #: 530-621-5834
 Department
 Head Signature: 

CONTRACTOR:

Name: State of California, Department
of General Services
 Address: 707 Third Street, 2nd Floor
West Sacramento, CA 95605
 Phone: 916-375-4383

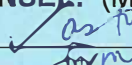

CONTRACTING DEPARTMENT: CAO, Procurement and Contracts Division on behalf of
Information Technologies Department.

Service Requested: Review and approval of contract documents for piggybacking off State of
Utah contract No. AR626, and State of California Participating Addendum No.
7-14-70-11 with Palo Alto Networks as the Contractor, and ePlus Technology
as the reseller.

Contract Term: One-time Purchase Contract Value: \$229,832.40

Previously approved Blue Route attached for Palo Alto Networks EULA, and ePlus Technologies Terms and Conditions.

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved:  Disapproved: _____ Date: 10/30/17 By: JDS
 Approved:  Disapproved: _____ Date: _____ By: _____
 Detailed description here (see sample) _____

NOTE: authorized resellers are identified
in a state-approved authorized reseller
listing, which should be retained in
the procurement file.

EL DORADO COUNTY COUNSEL
 21 OCT 30 AM 9:59

PLEASE FORWARD TO PURCHASING. THANKS!

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER AR626

1. CONTRACTING PARTIES: This State Cooperative Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following CONTRACTOR:

<u>Palo Alto Networks, Inc</u>		
Name		
<u>4401 Great America Parkway</u>		
Address		
<u>Santa Clara</u>	<u>CA</u>	<u>95054</u>
City	State	Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Vince Massey Phone #408-753-4000 Fax # 408-753-4001

Email vmassey@paloaltonetworks.com Federal Tax ID# 202530195 Vendor #VC0000182124
Commodity Code #20458, 20464, 20621, 20623, 20659, 83833, 83800, 88332, 92000

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:

Data communication equipment and services. A detailed list of awarded categories and subcategories are included in Attachment B – Scope of Work.

Palo Alto Networks is authorized to provide equipment and services in the following categories:
5.2.6 Security

3. CONTRACT PERIOD: Effective date: June 1, 2014 Termination date: May 31, 2019 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A

4. PRICING AS PER THE ATTACHMENT C

PAYMENT TERMS: Net 30

DAYS REQUIRED FOR DELIVERY: 30 days ARO

MINIMUM ORDER: N/A

FREIGHT TERMS: FOB Destination, Freight Prepaid

5. ATTACHMENT A: Standard Contract Terms and Conditions, State Cooperative Contract

ATTACHMENT B: Scope of Work - Minimum Discount Percentages

ATTACHMENT C: Product Offerings and Pricing

ATTACHMENT D: Vendor's Response to Solicitation JP14001. The parties hereby acknowledge and agree that any exceptions stated in attachment "D" – Vendor's Proposal Response have been removed and/or resolved between the parties. Any exception in attachment "D" are explicitly NOT a part of this contract.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A. State specific Terms and Conditions will be found in the executed Participating Addendums. State Terms and Conditions in an executed Participating Addendum will take priority in the event of conflict between those terms and conditions and this Cooperative Contract.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013, and Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

DocuSigned by:

Jeffrey C. True

6/2/2014

Contractor's Signature

Date

Jeffrey C. True

VP & General Counsel

Type or Print Name and Title

STATE OF UTAH

Nancy Arton

6-12-14

Director, Div. of Purchasing & General Svs.

Date



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ATTACHMENT A – WSCA-NASPO Terms and Conditions



WSCA-NASPO Master Agreement Terms and Conditions

1. AGREEMENT ORDER OF PRECEDENCE:

The Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");
2. WSCA-NASPO Master Agreement Terms and Conditions;
3. The Statement of Work;
4. The Solicitation; and
5. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

2. AMENDMENTS The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Contract Administrator.

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator.

4. CANCELLATION Unless otherwise stated in the special terms and conditions, any Master Agreement may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its

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participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

5.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

5.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contractor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating Entity, Contractor will not at any time

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during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contractor shall turn over to Participating Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

5.3 Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. DEBARMENT The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- i. Nonperformance of contractual requirements; or
- ii. A material breach of any term or condition of this Master Agreement; or
- iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
- iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its

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obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- i. Exercise any remedy provided by law; and
- ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
- iii. Impose liquidated damages as provided in this Master Agreement; and
- iv. Suspend Contractor from receiving future bid solicitations; and
- v. Suspend Contractor's performance; and
- vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

9. FORCE MAJEURE Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-NASPO may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

10. GOVERNING LAW This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreement(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the

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performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

12. INDEMNIFICATION - INTELLECTUAL PROPERTY The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:

(1) the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(2) it would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not

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to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contractor.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be

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furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

18. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g.,

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colleges, school districts, counties, cities, etc.,) for all 50 states, the District of Columbia and the organized US territories. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

21. ENTITY PARTICIPATION Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

22. PAYMENT Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

23. PUBLIC INFORMATION This Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this Master Agreement. These records will be retained by the contractor for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

25. REPORTS and ADMINISTRATIVE FEES The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the Master Agreement. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on sales of products and services. The WSCA-NASPO administration fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

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Additionally, some States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the Master Agreement. The contractor may adjust the Master Agreement pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO administrative fee or the prices paid by the procuring agencies outside the jurisdiction of the State requesting the additional fee.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance, Contractor agrees that the Product(s) will meet published specifications, applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and/or Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met, but Product(s) shall be deemed accepted if not rejected during the Acceptance Testing period. The warranty period will begin upon Acceptance.

27. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

28. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product

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title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

29. WAIVER OF BREACH Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

30. WARRANTY The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

31. ASSIGNMENT OF ANTITRUST RIGHTS Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor

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in pursuance of this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. WSCA-NASPO eMARKET CENTER Awarded responders are required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions

Acceptance - means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property - means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement - means the underlying agreement executed by and between the Lead State, as WSCA-NASPO contract administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional

State of Utah Contract Number: AR626

Participating Entity specific language or other requirements ,e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO -is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms for Consideration

Below are additional definitions and alternative terms for consideration by the sourcing teams depending upon the nature of the solicitation and negotiations between the Contractor and Vendor.

Embedded Software - means one or more software applications which permanently reside on a computing device.

Machine Code - means microcode, basic input/output system code, utility programs, device drivers, diagnostics, and another code delivered with a computing device for the purpose of enabling the function of the computing device, as stated in its published specifications.

(revised March 2013)

State of Utah Contract Number: AR626

ATTACHMENT B – Scope of Work

The following categories are authorized under this contract:

5.2.6 SECURITY

- 5.2.6.1 Data Center and Virtualization Security Products and Appliances** — Products designed to protect high-value data and data center resources with threat defense and policy control.
- 5.2.6.2 Intrusion Detection/Protection and Firewall Appliances** — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:
- Non-disruptive in-line bump-in-the-wire configuration
 - Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.
 - Application awareness, full stack visibility and granular control
 - Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.
 - Upgrade path to include future information feeds and security threats
 - SSL decryption to enable identifying undesirable encrypted applications (Optional)
- 5.2.6.3 Logging Appliances and Analysis Tools** — Solutions utilized to collect, classify, analyze, and securely store log messages.
- 5.2.6.4 Secure Edge and Branch Integrated Security Products** — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.
- 5.2.6.5 Secure Mobility Products** — Delivers secure, scalable access to corporate applications across multiple mobile devices.
- 5.2.6.6 Encryption Appliances** — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.
- 5.2.6.7 On-premise and Cloud-based services for Web and/or Email Security** — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications.
- 5.2.6.8 Secure Access** — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:
- Management visibility for device access
 - Self-service on-boarding
 - Centralized policy enforcement
 - Differentiated access and services
 - Device Management

- 5.3.1 SERVICES** — For each Category above (5.21-5.30), the following services should be

available for procurement as well at the time of product purchase or anytime afterwards.

5.3.1.1 Maintenance Services — Capability to provide technical support, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

5.3.1.2 Professional Services

Deployment Services

Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.

Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.

Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.

Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.

Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.

Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.

Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.

5.3.1.3 Partner Services — Provided by Contractor's Authorized Partners/Resellers.

Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the prime, Contractor is still ultimately responsible for the performance of its Partners/Resellers. Customers can have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

5.3.1.4 Training — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

State of Utah Contract Number AR626

**Attachment C – Pricing
Solicitation Number JP14001
WSCA-NASPO Data Communications**

Vendor Name: Palo Alto

RFP Product Categories:

Minimum Discount Percentage:

5.2.6 SECURITY

Discount 10%

Current Palo Alto pricing sheets, approved by the State of Utah, can be found at the following web link:

Palo Alto PRICING SHEETS CLICK HERE

IMPORTANT: The minimum discount percentage listed in this attachment is for general informational purposes only and may not apply to every line item authorized under this contract. For specific item pricing, please refer to the contract price list weblink provided in this document.

Vendors are required to post state specific pricing on their hosted website or through the WSCA-NASPO eMarket center as required by solicitation JP14001, in addition to the vendor pricing sheets approved and hosted by the State of Utah's master contract summary sheet. The State of Utah vendor pricing sheets will serve as the approved base price and do not include any applicable state specific administrative fees. State specific pricing, hosted on the vendor website or WSCA-NASPO eMarketcenter may reflect authorized state specific administrative fees. No other fees are authorized under this contract. Pricing audits may be conducted at any time by the State of Utah, WSCA-NASPO, or 3rd party audit provider to ensure accurate pricing.

Per Solicitation JP14001, the following pricing/product requirements and instructions apply:

1.11 Pricing Structure

Pricing Structure: Pricing for the WSCA-NASPO Master Agreements shall be based on the Percent Discount off the current global MSRP Schedule applicable to United States customers.

1.12 Price Guarantee Period

Price Guarantee Period: The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement.

1.13 Price Escalation

Equipment, Supplies and Services: Data Communications provider may update the pricing on their MSRP price list one time every year after the first year of the original contract term. The WSCA-NASPO Contract Administrator will review a documented request for a Price Schedule price list adjustment only after the Price Guarantee Period.

1.14 Price Reductions

In the event of a price decrease in any category of product at any time during the contract in a Provider's Price Schedule, including renewal options, the WSCA-NASPO Contract Administrator shall be notified immediately. All Price Schedule price reductions shall be effective upon the notification provided to the WSCA-NASPO Master Agreement Administrator.

1.20 WSCA Administrative Fee

The Contracted Supplier must pay a WSCA-NASPO administrative fee of one quarter of one percent (.025%) in accordance with the terms and conditions of the contract. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on the actual sales of all products and services in conjunction with your quarterly reports. The WSCA-NASPO administrative fee must be included when determining the pricing offered. The WSCA-NASPO administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

Additionally, some WSCA-NASPO participating entities may require that an administrative fee be paid directly to the WSCA-NASPO participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. Data Communications Provider will be held harmless, and may adjust (increase) the WSCA-NASPO Master Agreement pricing by the fee percentage for that participating entity accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee.

5.3.2 ADDING PRODUCTS

The ability to add new equipment and services is for the convenience and benefit of WSCA-NASPO, the Participating States, and all the Authorized Purchasers. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and/items will expedite the delivery and implementation of new technology solutions for the benefit of the Authorized Purchasers.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO. Additions may be ad hoc and temporary in nature or permanent. All additions to an awarded Contractor or Manufacturer's offerings must be products, services, software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the RFP (i.e., converged technologies, value adds to manufacturer's solution offerings, etc.).

5.3.2.1 New Product from Contractors — If Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO itself requests to add new product categories permanently, then all awarded Contractors (Manufacturers) will be notified of the proposed change and will have the opportunity to work with WSCA to determine applicability, introduction, etc. Any new products or services must be reviewed and approved by the WSCA-NASPO Contract Administrator.

5.3.2.2 Ad Hoc Product Additions — A request for an ad hoc, temporary addition of a product category/item must be submitted to WSCA-NASPO via the governmental entity's contracting/purchasing officer. Ad hoc, temporary requests will be handled on a case-by-case basis.

5.3.2.3 Pricelist Updates — As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded product categories.

**STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-14-70-11**

Data Communications Products and Services
Utah WSCA-NASPO Master Price Agreement No. AR626
Palo Alto Networks

This Participating Addendum Number 7-14-70-11 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Palo Alto Networks (hereafter referred to as "Contractor") under the lead State of Utah WSCA-NASPO Cooperative Purchasing Organization (WSCA-NASPO) Master Price Agreement Number AR626.

1. Scope

- A. This Participating Addendum covers the purchase of Data Communications Products and Services under the Utah WSCA-NASPO Master Price Agreement Number AR626. The WSCA-NASPO Master Price Agreement is hereby incorporated by reference and shall apply to the purchase of goods and services made under this Participating Addendum.
- B. This Participating Addendum is available for use by all State Departments and California political subdivisions/local governments. A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the WSCA-NASPO Master Price Agreement are consistent with its procurement policies and regulations.

2. Term

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end May 31, 2019, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. Mandatory Statewide Contracts

Product and service categories that are available on mandatory California statewide contracts for information technology (IT) hardware cannot be purchased from this Participating Addendum by State Departments without an exemption. State Departments are responsible for obtaining an exemption from DGS prior to issuing a purchase order.

This restriction is not applicable to political subdivisions/local governments.

4. Terms and Conditions

Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

- A. General Provisions – Information Technology, GSPD401IT, effective 11/27/2013. The twelve page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/gspd401IT13_1127.pdf

5. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-14-70-11
B. Utah WSCA-NASPO Master Price Agreement Number AR626

6. Available Products and Services

This Participating Addendum includes the following product and service categories:

- A. 5.2.6 – Security

Note: All purchases of Products (including hardware and software) must be accompanied by the purchase of annual maintenance and support for such Products.

Disallowed Products and Services

- A. Cloud Computing

Cloud computing elements are not allowed under this Participating Addendum. However if State of California terms and conditions are developed for Software as a Service, Infrastructure as a Service, or Platform as a Service, the State reserves the right to amend this Participating Addendum to include such provisions and related goods and services.

- B. These restrictions do not apply to political subdivisions/local governments.

7. Price List

- A. Contractor shall submit a Product and Service Schedule (PSS) identifying all products and services offered under this Participating Addendum for the State's approval.

- B. The PSS shall include the following:

- 1) Manufacturer Part Number or Item Number
- 2) List Price
- 3) Minimum Discount off List Price
- 4) Contract Price

- C. Contractor shall maintain a website dedicated to this Participating Addendum which contains the State-approved PSS.
- D. Contractor shall submit a written notice of price increases/decreases and a revised PSS for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.
- E. State-approved PSS will be posted on the State's eProcurement website.

8. Equipment Additions/Deletions

- A. Contractor may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:
 - 1) Equipment is within existing awarded categories under the WSCA-NASPO Master Price Agreement;
 - 2) Contractor has obtained prior approval from the Utah WSCA-NASPO Contract Administrator; and
 - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of equipment additions/deletions and a revised PSS for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.
- C. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the WSCA-NASPO Master Price Agreement.

9. Servicing Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.
- B. As the prime contractor, contractor is responsible for reports and fees required by the terms and conditions of the WSCA/NASPO Master Price Agreement and State Participating Addendum.
- C. Subject to the approval of the State, subcontractors may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted subcontractors or changes to current subcontractors contact information at any time during the contract term.
- D. Contractor shall submit a subcontractor list identifying the company name, address, contact name, phone number and email of authorized subcontractors to the State's Contract Administrator for the State's approval prior to updating its California specific contract website.

- E. State-approved Servicing Subcontractor will be posted on the State's eProcurement website.

10. Ordering Agency Responsibilities

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. A User Instructions guide will be prepared and administered by the State Contract Administrator.
- C. Ordering agencies must follow the Contractor Selection and Request for Offer (RFO) process outlined within the User Instructions guide prior to executing orders against this Participating Addendum.

11. Contractor Responsibilities

Contractor must respond to the ordering agency's RFO to be eligible to receive a Purchase Order under this Participating Addendum.

12. Invoicing

The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

13. Usage Reporting

- A. Contractor shall submit usage reports on a monthly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.

F. Reports are due each month as follows:

Reporting Period and Due Date			
Jan -- Due Feb 15		May -- Due Jun 15	Sep -- Due Oct 15
Feb -- Due Mar 15		Jun -- Due Jul 15	Oct -- Due Nov 15
Mar -- Due Apr 15		Jul -- Due Aug 15	Nov -- Due Dec 15
Apr -- Due May 15		Aug -- Due Sep 15	Dec -- Due Jan 15

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

H. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

14. Administrative Fee

A. Contractor shall submit a check, payable to the State of California, remitted to the WSCA Payment Processing Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
 Department of General Services, Procurement Division
 Attention: WSCA Payment Processing
 707 3rd Street, 2nd Floor, MS 2-202
 West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's WSCA-NASPO Master Price Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

15. Contract Management

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: Palo Alto Networks, Inc.
Name: John Zardkoohi
Phone: (408) 753-4325
Fax: (408) 753-4001
E-Mail: jzardkoohi@paloaltonetworks.com
Address: 4401 Great American Parkway
Santa Clara, CA 95054

- B. Should Contractor Contract Manager information change, the Contractor will provide written notice with the updated information to the State Contract Administrator no later than ten business days after the change.

- C. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Bonnie Bahnsen
Phone: (916) 375-4383
Fax: (916) 375-4663
E-Mail: Bonnie.Bahnsen@dgs.ca.gov
Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- D. Should State Contract Administrator information change, the State will provide written notice with the updated information to the Contractor Contract Manager no later than ten business days after the change.

16. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

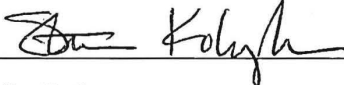
17. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

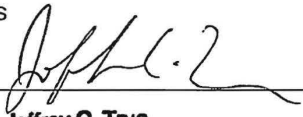
18. Agreement

- A. This Participating Addendum and the Master Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Utah WSCA-NASPO Master Price Agreement Number AR626, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

By: 
For Name: Jim Butler
Title: Deputy Director
Date: March 2, 2015

Palo Alto Networks

By: 
Name: Jeffrey C. True
Senior Vice President &
General Counsel
Title: _____
Date: February 23, 2015



COOPERATIVE AGREEMENT USER INSTRUCTIONS *Supplement #11*

Important Note: Supplement #11 replaces and supersedes the previous User Instructions dated 9/12/16.

ISSUE AND EFFECTIVE DATE: 2/9/17	
TITLE/DESCRIPTION:	Data Communications Products and Services (NASPO ValuePoint Cooperative Agreement)
CONTRACT NUMBER(S):	<div> <div>7-14-70-01</div> <div>Brocade Communications Systems, Inc.</div> </div> <div> <div>7-14-70-02</div> <div>ADTRAN, Inc. dba Delaware ADTRAN, Inc.</div> </div> <div> <div>7-14-70-03</div> <div>Aruba Networks, Inc.-Expired 12/31/16</div> </div> <div> <div>7-14-70-04</div> <div>Cisco Systems, Inc.</div> </div> <div> <div>7-14-70-06</div> <div>Hewlett-Packard Enterprise Company</div> </div> <div> <div>7-14-70-08</div> <div>Juniper Networks (US), Inc.</div> </div> <div> <div>7-14-70-09</div> <div>ShoreTel, Inc.</div> </div> <div> <div>7-14-70-10</div> <div>Mitel Business Systems, Inc.</div> </div> <div> <div>7-14-70-11</div> <div>Palo Alto Networks, Inc.</div> </div> <div> <div>7-14-70-12</div> <div>Extreme Networks, Inc.</div> </div> <div> <div>7-14-70-14</div> <div>EMC Corporation dba EMC Peripherals, Inc.</div> </div> <div> <div>7-14-70-15</div> <div>F5 Networks, Inc.</div> </div> <div> <div>7-14-70-20</div> <div>Fujitsu Network Communications, Inc.</div> </div> <div> <div>7-14-70-21</div> <div>Avaya, Inc.</div> </div> <div> <div>7-14-70-23</div> <div>Ciena Communications, Inc.</div> </div>
CONTRACT TERM:	Various through 5/31/2019
CONTRACT CATEGORY:	IT Goods and Services
MAXIMUM ORDER LIMIT:	\$1,500,000 (State Departments only)
FOR USE BY:	State and Local Governmental Agencies
DGS-PD CONTRACT INFORMATION WEBSITE:	http://www.dgs.ca.gov/pd/Programs/Leveraged/NASPO/datacoms.aspx
STATE CONTRACT ADMINISTRATOR:	Julie Matthews (916) 375-4612 Julie.Matthews@dgs.ca.gov

Ordering Agencies are instructed to carefully review these User Instructions in its entirety. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number(s). Changes to this document will be issued through a User Instructions Supplement.

ORIGINAL SIGNED

2/9/17

Julie Matthews, State Contract Administrator

Date

SUMMARY OF CHANGES		
Supplement No.	Revision Description	Supplement Date
11	<p>Supplement #11 includes the following changes:</p> <ul style="list-style-type: none">• <u>Cover Page</u> –<ul style="list-style-type: none">○ Participating Addendum 7-14-70-03 (Aruba Networks, Inc.) expiration date revised to 12/31/16.○ Added Participating Addendum 7-14-70-23 (Ciena Communications, Inc.)• <u>Section 6.D (Mission Critical)</u> – Deleted• <u>Attachment A</u> –<ul style="list-style-type: none">○ Removed Participating Addendum 7-14-70-03 (Aruba Networks, Inc.)○ Updated contact for Participating Addendum 7-14-70-14 (EMC Peripherals, Inc.)○ Added Participating Addendum 7-14-70-23 (Ciena Communications, Inc.).	2/9/17

To obtain copies of previous User Instructions, please contact the State Contract Administrator listed in Section 4 (Contract Administrators).

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USER INSTRUCTIONS

1. SCOPE AND OVERVIEW

The Department of General Services, Procurement Division (DGS-PD) has established California Participating Addendum contracts with individual Contractors (as noted on page 1) for use of the NASPO ValuePoint Data Communications Products and Services Master Agreements executed by the State of Utah.

These California Participating Addendums provide State departments and local governmental agencies the opportunity to acquire products and services in accordance with the instructions provided herein and the terms and conditions outlined in the individual California Participating Addendums. Attachment A identifies specific California Participating Addendum information and awarded product/service categories by Contractor.

Note: Throughout this document, "California Participating Addendum" may be used interchangeably with "agreement" or "contract." Unless otherwise specified within this document, the term "Ordering Agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and usage instructions exclusive to State departments or local governmental agencies shall be identified within each section.

2. CONTRACT AVAILABILITY

A. State Departments

- 1) Use of these agreements is non-mandatory for State of California departments.
- 2) State departments are restricted from using these agreements for products and services available on Mandatory California Statewide Contracts. See Section 5.D.4 (Restricted/Disallowed Products and Services) for more information.

B. Local Governmental Agencies

- 1) Use of these agreements is optional for local governmental agencies.
- 2) Local governmental agencies are defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges, empowered to expend public funds.
- 3) Each local governmental agency shall determine whether use of these agreements is consistent with its procurement policies and regulations.

3. CONTRACT TERM

The term for these California Participating Addendums is from the date of the State's approval through May 31, 2019, or upon termination by the State, whichever occurs first.

Note: Orders placed under these contracts shall be executed on or before the expiration date of the California Participating Addendum.

4. CONTRACT ADMINISTRATORS

The State and the Contractor(s) have assigned contract administrators as single points of contact for problem resolution and related contract issues.

The State Contract Administrator for these agreements is:

Name:	Julie Matthews	Department of General Services
Phone:	(916) 375-4612	Procurement Division
Fax:	(916) 375-4663	707 Third Street, 2 nd Floor, MS 2-202
E-Mail:	Julie.Matthews@dgs.ca.gov	West Sacramento, CA 95605

Contractor contact information is outlined in Attachment A.




5. CONTRACT INFORMATION

A. Lead State Agreement (NASPO ValuePoint Base Contract)

The California Participating Addendums are based on some or all of the products, services and prices from the NASPO ValuePoint Data Communications Products and Services issued by the State of Utah. Copies of the Utah NASPO ValuePoint Master Agreements are available at: <http://www.naspovaluepoint.org/#/contract-details/4/overview/general>.

B. California Participating Addenda (Contract Documents)

California Participating Addendum contract documents and Approved Authorized Reseller listings are posted on the State's Cal eProcure website. To obtain copies:

- Go to *Cal eProcure - State Contract Search* (<https://www.caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx>)
- Enter the Participating Addendum number in the *Contract ID* field; *or* Enter "Data Communications" in the *Description* field and click Search button ( Search)
- Click View button ( View) to access Cooperative Agreement details page.
- Under Attachments, click View button ( View) to download documents.

C. Available Products and Services

Contractors may only offer products and services for categories defined below:

- Data Center Applications
- Networking Software
- Networking Optimization and Acceleration
- Optical Networking
- Routers
- Security
- Storage Networking
- Switches
- Wireless
- Unified Communications

Attachment A identifies specific California Participating Addendum information and awarded product/service categories by Contractor.

D. Restricted/Disallowed Products and Services (State Departments Only)

The following restrictions apply to all State departments. These restrictions do not apply to local governmental agencies unless the restriction is identified within the Utah NASPO ValuePoint Master Agreement.

1) Category 5.3.0 Unified Communications

Non-exempt State Agencies are mandated by policy to utilize the CALNET 3 Statewide Contract(s) to obtain "Required" telecommunications and network services unless otherwise authorized by the Department of Technology.

2) Purchase of services is only allowable at the time of the initial purchase of the product. Service only purchases are disallowed. (Exception: Equipment maintenance service purchases are allowed).

3) Cloud services

Cloud services are disallowed, including, but not limited to:

- Infrastructure as a service (IaaS)
- Platform as a service (PaaS)
- Software as a service (SaaS)
- Storage as a Service (STaaS)
- Utility Ready Storage
- Cloud Storage

Note: If any of these services become available a supplement to the User Instructions will be released.

4) Products/Services available on Mandatory Statewide Contracts

Products and services available on Mandatory California Statewide Contracts cannot be purchased by State departments without an exemption. State departments shall obtain an exemption in accordance with the Statewide Contract User Instructions prior to issuing a purchase order under these agreements. For current information technology (IT) hardware Statewide Contracts see the State Contracts Index Listing located at <http://www.documents.dgs.ca.gov/pd/contracts/ContractIndexListing.pdf>.

E. Contractor Pricing

A Product and Service Schedule (PSS) containing contract product and pricing information is posted on each Contractors' dedicated website. Pricing is based on a discount off list price. Contractors may offer greater discounts and/or lower prices than those published in their PSS. Links to each Contractor's dedicated website and PSS are identified in Attachment A.

6. CONTRACT USAGE/RULES

A. Services

This Participating Addendum is for equipment and associated services (primarily maintenance).

B. Adherence to Applicable Laws (State Departments Only)

State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchase authority requirements (e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volumes 1, 2 and 3).

C. Purchase Authority (State Departments Only)

Prior to placing orders under these agreements, State departments must have been granted purchasing authority by DGS-PD for the use of cooperative agreements. The State department's current purchasing authority number must be entered in the appropriate location on each purchase document. State departments that have not been granted purchasing authority by DGS-PD may access the Purchasing Authority Application by contacting DGS-PD's Purchasing Authority Management Section by email at pams@dgs.ca.gov.

D. (Deleted)

E. (Deleted)

F. California Seller's Permit (State Departments Only)

California Seller's Permit information for each Contractor is identified in Attachment A. Prior to placing orders under these agreements, State departments should verify that permits are currently valid at www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3, as applicable.

G. Order Limits/Dollar Thresholds (State Departments Only)

Purchase orders may not exceed the \$1,500,000 maximum order limit listed on page 1. The total contract value shall be based on the cumulative value including any amendments (i.e., a \$1,400,000 contract plus a \$100,000 amendment shall be considered a \$1,500,000 contract). This restriction does not apply for local governmental agencies.

An exemption may be obtained from the order limit. Please see SCM Vol 3, Chapter 6 for more information.

Pursuant to Public Contract Code Section 10329, willfully splitting a single purchasing transaction into a series of transactions for the purpose of evading bidding requirements or to circumvent ordering limits is prohibited.

H. DGS Administrative Fee

Ordering agencies will not be charged the DGS Administrative fee nor will they be invoiced by the Contractor(s) for use of these agreements.

7. ORDERING PROCEDURES

A. Contractor Selection Process

1) State Departments

State departments electing to use these agreements must select a Contractor using the Best Value Request for Offer (RFO) process outlined below:

- a. *Develop RFO* – Ordering Agency will develop a RFO which includes the following information, at a minimum:
 - All relevant Ordering Agency contact information necessary for the Contractor to respond to the RFO; and
 - A detailed specification or scope of work (SOW) for the products and services is required.
- b. *Solicit Offers* – Ordering Agency shall solicit offers from a minimum of three Contractors within the awarded product/service category.
 - If multiple Contractors are solicited and less than three offers are received, the Ordering Agency must document their file with the reasons why the other Contractors solicited did not respond with an offer.
 - Agencies may use State-approved Servicing Subcontractors (Authorized Resellers) for soliciting offers. See Section B (Servicing Subcontractors) for agency requirements.
 - Orders valued less than \$5,000 may be executed without obtaining multiple offers if fair and reasonable pricing has been established and documented within the procurement file.
- c. *Determine Best Value* – Ordering Agency will review all responsive offers and select a Contractor based on best value, with cost as one of the criteria.
- d. *Document Results* – Ordering Agency must document the results of the best value RFO process within the procurement file including, but not limited to, Contractors that were contacted, recap of their offers, how the selection was made and criteria for determining “best value”. Ordering Agencies have the option to use the Best Value Determination Worksheet or the agency's own form to document the results.
- e. *Issue Purchase Order* – Ordering Agency will issue purchase order document to the selected Contractor in accordance with Section 7.C (Purchase Order Form).

2) Local Governmental Agencies

Local governmental agencies may use the contractor selection process described in Section 7.A.1 above or other process in accordance with their procurement policies and regulations.

B. Servicing Subcontractors (Authorized Resellers)

- 1) State-approved Servicing Subcontractors (Authorized Resellers) may provide offers, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from Ordering Agencies for products and associated services offered under the specific Contractor's California Participating Addendum.

- 2) Ordering Agencies may only use State-approved Servicing Subcontractors (Authorized Resellers) for soliciting offers and order execution when:
 - a. Attachment A indicates Authorized Resellers are available for use under the specific California Participating Addendum; and
 - b. The firm is identified on the Approved Authorized Reseller listing posted on the State's Cal eProcure website.
- 3) If soliciting offers from Authorized Resellers, State departments must retain a copy of the State's Approved Authorized Reseller listing, for the individual California Participating Addendum, in the procurement file.
- 4) All purchase order documents to Authorized Resellers must contain the California Participating Addendum Number and the prime Contractor's name as instructed in Attachment A.

C. Purchase Order Form and Execution

All Ordering Agency purchase order documents executed under these agreements must contain the applicable California Participating Addendum Number as shown in Attachment A. See Section B for additional requirements when executing orders through Authorized Resellers.

1) State Departments

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available on the DGS-PD website at <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard STD Forms).

2) Local Governmental Agencies

Local governmental agencies may use their own purchase order document in lieu of the State's purchase order form.

D. (Deleted)

8. INVOICING AND PAYMENT

A. Payment Terms

Payment terms for these agreements are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. Payee Data Record

Each State accounting office must have a Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should request a Std. 204 from the contractor and forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment to the contractor may be unnecessarily delayed.

C. CAL-Card

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (Std. 65) as referenced in Section 7.C (Purchase Order Form) and must include all required documentation applicable to the purchase.

CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual Volumes 1, 2 and 3. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

9. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE

Ordering agencies should first attempt to resolve complaints, issues or disputes informally with the Contractor. If the issue or dispute cannot be resolved by the Ordering Agency, the issue may be elevated to the DGS-PD State Contract Administrator.

10. ATTACHMENTS

Attachment A – Contract Information

Attachment A – Contract Information

California Participating Addendum (Contract) No.	7-14-70-01
Contractor Name	Brocade Communications Systems, Inc.
Term Dates	9/5/2014 through 05/31/2019
Lead State Agreement	Utah NASPO ValuePoint Master Agreement No. AR214
California Participating Addendum website	<u>Cal eProcure</u> (See Section 5.B for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	A. 5.2.1 – Data Center Applications B. 5.2.2 – Networking Software C. 5.2.3 – Network Optimization & Acceleration D. 5.2.5 - Routers E. 5.2.6 – Security F. 5.2.7 – Storage Networking G. 5.2.8 – Switches H. 5.2.9 – Wireless
Contractor Website (Product and Pricing Information)	http://www.brocade.com/sales/sled/wsca-naspo.page
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section 8.C for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	100-498308
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Tania Craythorne
Phone	(408) 333-6226
Fax	(408) 333-8101
Email	SLEDTeam@brocade.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Brocade Communications Systems, Inc. 130 Holger Way San Jose, CA 95134
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows: Brocade c/o < Authorized Reseller Name> <Authorized Reseller Address>

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Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-14-70-04
Contractor Name	Cisco Systems, Inc.
Term Dates	9/23/2014 through 05/31/2019
Lead State Agreement	Utah NASPO ValuePoint Master Agreement No. AR233
California Participating Addendum Website	<u>Cal eProcure</u> (See Section 5.B for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	A. 5.2.1 – Data Center Application Services B. 5.2.2 – Networking Software C. 5.2.3 – Network Optimization and Acceleration D. 5.2.4 – Optical Networking E. 5.2.5 – Routers F. 5.2.6 – Security G. 5.2.7 – Storage Networking H. 5.2.8 – Switches I. 5.2.9 – Wireless J. 5.3.0 – Unified Communications
Contractor Website (Product and Pricing Information)	http://www.cisco.com/c/en/us/solutions/industries/government/us-government-solutions-services/resources/government-contracts-funding-vehicles/state-local-government-contracts/naspo-valuepoint-datacom/california.html
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section 8.C for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	19-718623
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Gigi Feril
Phone	(408) 424-0712
Fax	(408) 608-1729
Email	aferil@cisco.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Cisco Systems, Inc. 170 W Tasman Drive San Jose, CA 95134
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows: Cisco Systems, Inc. c/o < Authorized Reseller Name > <Authorized Reseller Address>

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-14-70-06
Contractor Name	Hewlett-Packard Enterprise Company
Term Dates	9/5/14 through 5/31/2019
Lead State Agreement	Utah NASPO ValuePoint Master Agreement No. AR1464
California Participating Addendum Website	<u>Cal eProcure</u> (See Section 5.B for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	A. 5.2.1 – Data Center Application Services B. 5.2.2 – Networking Software C. 5.2.3 – Network Optimization and Acceleration D. 5.2.4 – Optical Networking E. 5.2.5 - Routers F. 5.2.6 - Security G. 5.2.7 – Storage Networking H. 5.2.8 – Switches I. 5.2.9 – Wireless J. 5.3.0 – Unified Communications
Contractor Website (Product and Pricing Information)	<u>www.hpe.com/buy/wscadatacomm</u>
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section 8.C for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	102738254
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Lauren Aloway
Phone	(501) 205-7728, (501) 472-1751 (cell), or (281) 582-5727 (fax)
Email	<u>laurena@hpe.com</u>
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Hewlett-Packard Enterprise Company ATTN: Public Sector Sales 14231 Tandem Blvd. Austin, TX 78728 Fax: (877) 239-0156
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows: Hewlett-Packard Enterprise Company c/o < Authorized Reseller Name> <Authorized Reseller Address>

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-14-70-08
Contractor Name	Juniper Networks (US), Inc.
Term Dates	11/4/2014 through 05/31/2019
Lead State Agreement	Utah NASPO ValuePoint Master Agreement No. AR229
California Participating Addendum Website	<u>Cal eProcure</u> (See Section 5.B for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	A. 5.2.2 – Networking Software B. 5.2.4 – Optical Networking C. 5.2.5 – Router D. 5.2.6 – Security E. 5.2.8 – Switches F. 5.2.9 – Wireless
Contractor Website (Product and Pricing Information)	http://www.aboutwsca.org/content.cfm/id/juniper
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section 8.C for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	97804514
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Roxanne Bieniek
Phone	(978) 589-0636
Fax	N/A
Email	rbieniek@juniper.net
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Juniper Networks (US), Inc. 2251 Corp. Park Dr., Ste. 100 Herndon, VA 20171-2808
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows: Juniper Networks (US), Inc. c/o <Authorized Reseller Name> <Authorized Reseller Address>

California Participating Addendum (Contract) No.	7-14-70-09
Contractor Name	ShoreTel Inc.
Term Dates	9/5/2014 through 5/31/2019
Lead State Agreement	Utah NASPO ValuePoint Master Agreement No. AR627
California Participating Addendum Website	<u>Cal eProcure</u> (See Section 5.B for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	A. 5.3.0 – Unified Communications
Contractor Website (Product and Pricing Information)	http://www.naspovaluepoint.org/#/current-contracts/contractors/results/34
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section 8.C for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	97-297640
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Tulli Manross, secondary Jamie Singer
Phone	(408) 962-2530, secondary (408) 900-1256
Email	tmanross@shoretel.com jsinger@shoretel.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	ShoreTel, Inc. 960 Stewart Dr. Sunnyvale, CA 94085
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows: ShoreTel Inc. c/o <Authorized Reseller Name> <Authorized Reseller Address>

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-14-70-10
Contractor Name	Mitel Business Systems, Inc.
Term Dates	11/4/2014 through 05/31/2019
Lead State Agreement	Utah NASPO ValuePoint Master Agreement No. AR623
California Participating Addendum Website	<u>Cal eProcure</u> (See Section 5.B for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	A. 5.3.0 – Unified Communications
Contractor Website (Product and Pricing Information)	http://www.naspovaluepoint.org/#/contract-details/4/contractor/32
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section 8.C for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	102-199656
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Murray Van Dyke
Phone	(602) 629-8811
Fax	N/A
Email	Murray.vandyke@mitel.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Mitel Business Systems, Inc. 1146 North Alma School Road Mesa, AZ 85201
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows: Mitel Business Systems, Inc. c/o < Authorized Reseller Name > <Authorized Reseller Address>

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-14-70-11
Contractor Name	Palo Alto Networks, Inc.
Term Dates	3/2/2015 through 05/31/2019
Lead State Agreement	Utah NASPO ValuePoint Master Agreement No. AR626
California Participating Addendum Website	<u>Cal eProcure</u> (See Section 5.B for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	A. 5.2.6 - Security
Contractor Website (Product and Pricing Information)	http://www.naspovaluepoint.org/#/contract-details/4/contractor/33
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section 8.C for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	100-803132
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Regina Acheampong
Phone	(204) 338-0129
Fax	N/A
Email	racheampon@paloaltonetworks.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Palo Alto Networks Inc. 4401 Great America Parkway Santa Clara, CA 95054
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows: Palo Alto Networks c/o < Authorized Reseller Name > <Authorized Reseller Address>

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-14-70-12
Contractor Name	Extreme Networks, Inc.
Term Dates	9/5/2014 through 05/31/2019
Lead State Agreement	Utah NASPO ValuePoint Master Agreement No. AR1470
California Participating Addendum Website	<u>Cal eProcure</u> (See Section 5.B for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	A. 5.2.2 – Networking Software B. 5.2.5 – Routers C. 5.2.6 – Security D. 5.2.8 – Switches E. 5.2.9 - Wireless
Contractor Website (Product and Pricing Information)	http://www.extremenetworks.com/government-contract-information/california/
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section 8.C for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	100-089758
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Michael Swierk
Phone	(603) 952-5221
Fax	(603) 952-6902
Email	mswierk@extremenetworks.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Extreme Networks, Inc. 9 Northeast Blvd. Salem, NH 03079
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows: Extreme Networks c/o < Authorized Reseller Name > <Authorized Reseller Address>

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-14-70-14
Contractor Name	EMC Corporation, dba EMC Peripherals, Inc.
Term Dates	3/2/2015 through 05/31/2019
Lead State Agreement	Utah NASPO ValuePoint Master Agreement No. AR620
California Participating Addendum Website	<u>Cal eProcure</u> (See Section 5.B for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	A. 5.2.2 – Networking Software B. 5.2.6 – Security C. 5.2.7 – Storage Networking
Contractor Website (Product and Pricing Information)	http://www.emc.com/emcwsca-sled/index.htm
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section 8.C for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	101157164
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Tiffany Pabst
Phone	(916) 797-6588
Fax	(888) 580-6069
Email	Tiffany.Pabst@Dell.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	EMC Corporation 2999 Douglas Blvd., #275 Roseville, CA 95661
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows: EMC Corporation c/o < Authorized Reseller Name> <Authorized Reseller Address>

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-14-70-15
Contractor Name	F5 Networks, Inc.
Term Dates	10/13/2015 through 05/31/2019
Lead State Agreement	Utah NASPO ValuePoint Master Agreement No. AR615
California Participating Addendum Website	<u>Cal eProcure</u> (See Section 5.B for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	A. 5.2.1 – Data Center Application Services B. 5.2.2 – Networking Software C. 5.2.3 – Network Optimization and Acceleration D. 5.2.6 – Security
Contractor Website (Product and Pricing Information)	http://www.carahsoft.com/f5wsca
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section 8.C for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	101041775
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Brian Filler
Phone	(240) 401-7829
Fax	(206) 272-5556
Email	b.filler@f5.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	F5 Networks, Inc. 401 Elliot Avenue West Seattle, WA 98119
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows: F5 Networks, Inc. c/o < Authorized Reseller Name > <Authorized Reseller Address>

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-14-70-20
Contractor Name	Fujitsu Network Communications, Inc.
Term Dates	2/3/2015 through 05/31/2019
Lead State Agreement	Utah NASPO ValuePoint Master Agreement No. AR616
California Participating Addendum Website	<u>Cal eProcure</u> (See Section 5.B for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	A. 5.2.4 Optical Networking
Contractor Website (Product and Pricing Information)	https://s3-us-west-2.amazonaws.com/wsca-uploads/1420829090_Fujitsu%20Price%20File.xls
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section 8.C for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	26-832952
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Jeff Steele
Phone	(972) 479-6788
Fax	(972) 479-2992
Email	jeff.steele@us.fujitsu.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Fujitsu Network Communications, Inc. 2801 Telecom Parkway Richardson, TX 75082
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	N/A

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-14-70-21
Contractor Name	Avaya, Inc.
Term Dates	02/03/2016 through 05/31/2019
Lead State Agreement	Utah NASPO ValuePoint Master Agreement No. AR603
California Participating Addendum Website	<u>Cal eProcure</u> (See Section 5.B for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	A. 5.2.2 – Networking Software B. 5.2.4 – Optical Networking C. 5.2.5 – Routers D. 5.2.6 – Security E. 5.2.8 – Switches F. 5.2.9 – Wireless G. 5.3.0 – Unified Communications
Contractor Website (Product and Pricing Information)	http://www.avaya.com/usa/documents/state-of-california-naspo-valuepoint-contract-for-avaya.pdf
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section 8.C for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	102724074
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Paula Sheehan
Phone	(408) 496-3238
Fax	(408) 496-3238
Email	pjsheehan@avaya.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Avaya, Inc. 4655 Great America Parkway Santa Clara, CA 95054
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows: Avaya, Inc. c/o < Authorized Reseller Name> <Authorized Reseller Address>

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-14-70-23
Contractor Name	Ciena Communications, Inc.
Term Dates	12/22/2016 through 05/31/2019
Lead State Agreement	Utah NASPO ValuePoint Master Agreement No. AR612
California Participating Addendum Website	Cal eProcure (See Section 5.B for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	A. 5.2.4 – Optical Networking B. 5.2.8 – Switches
Contractor Website (Product and Pricing Information)	http://www.wsca-naspo.org/#/current-contracts/contractors/results/244
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section 8.C for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	100101761
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Joe Jackson
Phone	(916) 317-6469
Fax	N/A
Email	jjackson@ciena.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Ciena Communications, Inc. 7035 Ridge Road Hanover, MD 21076 Email: podistribution@ciena.com
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and be addressed as follows: Ciena Communications, Inc. c/o < Authorized Reseller Name > <Authorized Reseller Address>

CONTRACT ROUTING SHEETDate Prepared: 12/15/16Need Date: 01/05/17 or sooner if possible**PROCESSING DEPARTMENT:**Department: CAO, Procurement and
Contracts DivisionDept. Contact: Eric van LeeuwenPhone #: 530-621-5834

Department

Head Signature: *[Signature]* 12/16/16**CONTRACTOR:**Name: Eplus Technology / Palo Alto
NetworksAddress: 13595 Dulles Technology Drive
Herndon, VA 20171Phone: 949-988-6862**CONTRACTING DEPARTMENT:** CAO, Procurement and Contracts Division on behalf of
Information Technologies DepartmentService Requested: Review and approval of Eplus Technology's Customer Terms and Conditions
for Products and/or Services, and Palo Alto Networks End User License
Agreement.Contract Term: 1 Year

Contract Value:

\$54,872.00Note: Palo Alto Networks is the manufacturer / publisher of the software, Eplus Technology is the reseller for Palo Alto networks Software.**COUNTY COUNSEL:** (Must approve all contracts and MOU's)Approved: *[Signature]* Disapproved: Date: 1/5/16 By: *[Signature]*Approved: Disapproved: Date: By: Detailed description here (see sample)

** Vendor's terms are exclusive. Eplus agreement is governed by VA law and term contains consent to jurisdiction in VA. Liability is limited to amounts paid to Eplus and any product liability or infringement claims are expressly waived. Palo Alto NW Eplus provides indemn. for infringement for their products only. Palo Alto NW warranty is only 3 months for substantial conformance to its product specs. Eplus provides no warranty for Palo Alto NW product.*

PLEASE FORWARD TO PURCHASING. THANKS!



Terms and Conditions

Terms & Conditions for Website Use

Customer Terms and Conditions for Products and/or Services

1. PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY. The customer ("Customer") and ePlus Technology, inc. ("ePlus") hereby agree to the following terms and conditions, which will be incorporated by reference into any contract for provision of product and/or service by ePlus. These Terms and Conditions (these "Terms") represent the complete and final agreement between the customer and ePlus for the matters set forth herein. By placing an order with ePlus or an ePlus affiliate for products or services Customer agrees to be bound by and accepts these Terms unless Customer and ePlus have entered into a separate written agreement signed by a senior corporate officer of ePlus (a "Written Contract"), in which case the Written Contract will govern. Customer may issue an ordering document or purchase order for administrative purposes only. Additional or different terms contained in any such purchase order will be null and void. Terms contained in purchase orders, offers to buy, terms and conditions, and the like shall have no effect; any additional or different terms or conditions in any form delivered by Customer are hereby deemed to be material alternations and notice of objection to them and rejection of them is hereby given. In no event shall ePlus' performance under a purchase order, statement of work or similar instrument be deemed to constitute acceptance of any terms and conditions other

than as set forth herein. ANY DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULT THEREOF POSTED ON THE EPLUS WEB SITE DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN EPLUS AND CUSTOMER.

2.Orders. Orders are not binding until accepted by ePlus. As order delivery times are estimates only, ePlus is not liable for any delays that are beyond its control. Approvals for order cancellations, suspensions or alterations are subject to manufacturer policies and guidelines and ePlus' ability, pursuant to those policies and guidelines, to cancel/suspend orders to its suppliers. Prior to the shipment, except for products that have been irreversibly configured or customized, customer may cancel, suspend or alter all or a portion of an order. An alteration includes: (i) changing a location for delivery, (ii) modifying the quantity of the product to be delivered, (iii) changing the requested delivery date, or (iv) correcting any typographical or clerical errors.

3.Pricing. Prices for products and services shall be as identified in an order accepted by ePlus. ePlus strives to provide its customers with pricing that is competitive based on the circumstances at the time that an order is placed. However pricing is subject to variation based on manufacturer discounts and price list changes, order volume, specific services and personnel provided, the circumstances and needs of each customer, and other factors. EPLUS CANNOT AND DOES NOT MAKE GUARANTEES REGARDING THE PRICING OR RELATED TERMS APPLICABLE TO AN ORDER. NO COMPARATIVE PRICE GUARANTY, PRICE WARRANTY, "MOST FAVORED CUSTOMER" PROVISION OR SIMILAR PRICING COMMITMENT SHALL APPLY TO ORDERS ACCEPTED BY EPLUS, AND ANY SUCH TERMS THAT MAY BE SET FORTH IN A PURCHASE ORDER OR SIMILAR INSTRUMENT ARE HEREBY REJECTED.

4.Title, Ownership and Inspection. Title to product is retained by ePlus until the product is paid for in full by the customer. Subject to full and final payment and except for any confidential or proprietary materials in which ePlus or its supplier(s) has a pre-existing intellectual property interest ("Existing Materials"), any and all deliverables provided as a result of the performance of services (the "Work Product"), shall be deemed to be a "work for hire". To the extent that Existing Materials are incorporated in Work Products, ePlus grants to customer and its Affiliates a royalty-free, irrevocable, worldwide, non-exclusive, perpetual right to use, modify and prepare derivative works of such Existing Materials and to use and display such Existing Materials, with full rights to authorize others to do the same but subject to any supplier restrictions and only to the extent required to utilize the Work Product in accordance with the ownership rights granted in this Agreement. Loss or damage that occurs during shipping by a carrier selected by ePlus shall be ePlus' sole responsibility; loss or damage that occurs during shipping by a carrier selected by customer shall be customer's sole responsibility. If damaged products are accepted from the carrier, such damage should be noted on the carrier delivery record. Customer should save the product and the original box/packaging and notify ePlus to arrange for a carrier inspection

and a pickup of damaged products. Please notify your account executive of any damaged shipping containers within the first two (2) days of receipt. Two (2) days is considered a reasonable period of time to conduct the visual inspection of the shipping container, and failure to provide such notice will constitute acceptance in full. Customer also shall notify ePlus of any order shortages or any concealed damages within seven (7) business days. These notification timeframes are necessary so that ePlus may assist customer on a timely basis in obtaining the benefit of any manufacturer warranties as well as filing any shipping claims with the carrier, as applicable.

5.Payment. Unless otherwise agreed to in a Written Contract, payment terms are net 30 from date of invoice. Customer shall bear applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes). Unless specified, prices do not include tax, shipping or handling. Tax exemption certificates must be supplied prior to shipment if they are to be honored. Late payment charges of 1.5% per month, or the maximum amount allowed by law (whichever is less), will apply to any amount not received by the due date. In the event ePlus must resort to collection, customer will be responsible for all collections costs, including legal fees. If the "Bill To" party is different from the "Ship To" party, the "Ship To" party is responsible for all payments and late charges if the "Bill To" party fails to make payment. In any case where Customer receives products or services but the purchase authorization is provided from a third party to be billed pursuant to a lease or financing arrangement, payment of the invoice will be Customer's responsibility in the event such third party fails to make timely payment. . Any communications concerning disputed debts, including any instrument tendered as full satisfaction of the disputed debt, are to be sent to the Office of General Counsel, ePlus Technology, inc., 13595 Dulles Technology Drive, Herndon, VA 20171.

6.Product Returns. Approvals for unused, unopened returns are subject to manufacturer return policies and guidelines and ePlus' ability to return product to its vendors. Such products must be complete and in manufacturer's original packaging, with no visible damage. ePlus will not be required to accept any return of sold products without an approved return merchandise authorization ("RMA") number, which may be obtained by contacting the customer's account executive. A RMA is valid for ten (10) days from the ePlus issuance date, unless other arrangements are made between the parties at the time of ePlus' RMA approval. The ePlus RMA number is to be clearly noted on a shipping label affixed to the outer shipping box and any items received into an ePlus return facility without an RMA number or after the elapsed time period will be sent back to the customer at the customer's expense, unless otherwise agreed to under a Written Contract. Any writing, markings or stickers, except shipping label, on the box will void any authorized return. Except in the event of an ePlus or vendor error, customer will be responsible for shipping charges associated with any products being shipped for return, exchange or replacement. Products exchanged or replaced will be shipped back to customer, at

customer's expense. Returns must be made via an authorized carrier that allows the package to be tracked, and customer must insure all returned products. Products not eligible for return include, but are not limited to, items that were at end-of-life cycle at the time of order, used or opened software, used consumables, custom configured and built to order products, and products not purchased through ePlus. At ePlus' discretion, restocking fees may be charged for items which do not qualify for return under this policy. Some manufacturers require that defective or Dead on Arrival (DOA) products be returned directly to them, or they may limit the timeframe in which products can be returned; therefore, products that are inoperable at initial use may be eligible for DOA return to or replacement by the manufacturer, subject to the manufacturer's product defective/DOA return policies. If the product is not returnable under manufacturer guidelines, ePlus will make every attempt to repair or replace the product through the manufacturer's warranty. Customer should contact its ePlus account executive for further details on the manufacturer warranties. ePlus technicians test products returned as DOA or defective. Products found not to be defective may be subject to return at the customer's expense. In any event, ePlus will work with its vendors to facilitate returns for the customer.

7.Services. Services provided by ePlus or its subcontractor shall be pursuant to an applicable statement of work executed by the ePlus and Customer. All services shall be deemed accepted upon completion or within five (5) business days of delivery to Customer of a milestone or completion certificate as may be provided in an applicable statement of work. Certain services including, but not limited to maintenance, support, extended manufacturer warranty service, and other services provided under a manufacturer's SKU identified in a purchase order, are sold by ePlus as a reseller without a statement of work. ("Third Party Services"). For such Third Party Services, the third party service provider shall be solely responsible for providing the services to the Customer, and Customer will look exclusively to such third party for any loss, claims, liability or damages arising from or related to the provision of such Third Party Services. Customer hereby releases ePlus and each of its affiliates from any and all claims arising from or relating to the purchase, sale or performance of any such Third Parties Services.

8.Warranties. In the event ePlus performs services pursuant to a statement of work, ePlus represents and warrants that such services will be done in a skillful and workmanlike manner according to those industry standards generally prevailing among consultants performing similar services under similar circumstances. Customer shall notify ePlus of any noncompliance with the foregoing warranty prior to completion of the services or within five (5) business days thereafter. ePlus or its supplier will pass through to customer any and all applicable hardware or software product warranties of the manufacturer. ePlus does not provide any warranties on products which it does not manufacture, whether with respect to its design, performance, specifications, functionality or compatibility with customer's system. No statement or affirmation by ePlus or its agents, by action or word, shall

constitute a warranty and Customer agrees solely on the manufacturers' warranties. ePlus will not be liable for any damage, loss, cost or expense for breach of warranty. As ePlus has no control over the manufacturing of the products sold herein, it cannot and does not indemnify customer for claims by third parties that products infringe any patent, copyright, trademark or trade secret; however, ePlus will pass through any such indemnities it receives from the manufacturer or supplier. EPLUS HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS SOLD OR SERVICES PROVIDED BY THIRD PARTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER, HOWEVER, DOES NOT AFFECT THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

9. End User Agreements. Customer agrees to abide by all product licensing provisions or end user agreements imposed by the manufacturer or publisher.

10. LIMITATION OF LIABILITY. Customer expressly waives any claim that it may have against ePlus or any of its affiliates in connection with product liability or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from ePlus or its affiliates against any such Claim made against Customer by a third party. EPLUS' LIABILITY TO CUSTOMER, IF ANY, WILL BE LIMITED TO DIRECT DAMAGES, WHICH WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO EPLUS FOR THE SPECIFIC PRODUCT(S) OR SERVICE(S) DIRECTLY CAUSING THE DAMAGES GIVING RISE TO A PROVEN CLAIM, AS ESTABLISHED BY A FINAL JUDGMENT. IN NO EVENT SHALL EPLUS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOST DATA OR FOR ANY DAMAGES OR SUMS PAID BY CUSTOMER TO THIRD PARTIES, EVEN IF EPLUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

11. Credit References; Purchase Money Security Interest. This authorizes ePlus to investigate all credit references and any other matters pertaining to the customer's financial responsibility. Customer grants ePlus a purchase money security interest in all equipment ePlus provides to customer hereunder, as permitted by law. Upon payment in full for any item of equipment and any interest applicable to it, ePlus' security interest in that item of equipment shall be released automatically. Customer agrees that upon acceptance of any order ePlus may file financing statements in such places as are

necessary to perfect its security interest. Where customer indicates how to apply payment, each payment for each item of equipment shall be applied to that item of equipment only. If customer does not indicate how to apply payment, ePlus reserves the right to apply payments to customer's balance at its discretion.

12. Confidentiality. "Confidential Information" means these terms and conditions and any related documents delivered hereunder, together with all data, reports, compilations, pricing and evaluation of all or any portion of the transactions contemplated hereunder, except for information that (1) becomes publicly available other than through a breach of these terms and conditions; (2) is lawfully received by the receiving party from a third party without breach of these terms and conditions, provided that the receiving party is not obligated under separate agreement to hold such information in confidence; or (3) is independently developed by or for the receiving party without access to Confidential Information. The parties agree, for a period of three (3) years after the expiration or termination of these terms and conditions, to protect each other's Confidential Information from unauthorized disclosure to any third party. Confidential Information must be in writing or other tangible form, marked with an appropriate legend. If not in written or tangible form, it must be identified as confidential at the time of disclosure and summarized and delivered to the other party within a reasonable time following disclosure.

13. Export Compliance. Customer agrees to comply with all export and import laws and restrictions and regulations of any United States or foreign agency or authority, and not to export or re-export the product(s) in violation of any such restrictions, laws or regulations, or without all necessary approvals. In addition to the other legal and regulatory compliance requirements, and not in limitation thereof, customer and ePlus represent and warrant that they are knowledgeable about and agree to comply with the economic and trade sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, including all implementing Executive Orders and regulations, and will maintain compliance with such laws, Executive Orders and regulations

14. Modifications; Governing Law and Dispute Resolution. These Terms are subject to change without prior notice, except that the version of these Terms posted at the time Customer places an order will govern the order in question, unless otherwise agreed in writing by ePlus and Customer. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these terms and conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of services. These terms and conditions shall be governed by the laws of the Commonwealth of Virginia and any dispute shall be decided in its state or federal courts unless ePlus, at its discretion, elects to file suit where the customer (1) has an office (2) has property (3) where the products were delivered or (4) where the products are located. Customer agrees to submit to jurisdiction of the state and federal courts in each of the above locations.

15. The following terms and conditions only apply to transactions with payments due beyond net 90 day payment terms.

(a) The obligation to make the payments is non-cancelable and may not be terminated early. Customer agrees that its payment obligations to ePlus are absolute and unconditional in all events

(b) Customer representations and warranties. Customer represents and warrants for the benefit of ePlus and its assigns that, as of the time of issuance of a Customer purchase order: (i) Customer is a corporation in good standing under the laws of the state of its incorporation; (ii) has adequate corporate power to enter into and perform the terms; and (iii) the Customer purchase order has been duly authorized, executed and delivered by Customer and constitutes a valid, legal and binding obligation.

(c) Payments. Payments and other charges are payable as set forth in the Customer purchase order or in such other document as executed between ePlus and the Customer. If Customer pays late, Customer shall also pay a late fee of 5% of the amount that is late per month (or the maximum rate allowable by law, if less) until the date paid.

(d) Security Interest. Customer hereby grants a security interest in the products and all proceeds thereof and authorizes ePlus to record (and amend, if appropriate) a UCC financing statement to protect ePlus' interests.

(e) Assignment. Customer shall not sell, transfer, assign or sublease, these Terms or Customer's obligation to make payments. ePlus may, without notice to Customer, assign its rights to receive payments hereunder to a third party assignee (the "Assignee"), in which case the Assignee will have all of ePlus' rights but none of its obligations. Customer agrees not to assert against the Assignee any claim, defense or offset Customer may have against ePlus and Customer acknowledges that the Assignee makes no representations or warranties with respect to the products or services and the Assignee disclaims any and all warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose.

(f) Taxes. Customer is responsible for all taxes and governmental charges relating to the products, services or these Terms (collectively, with such taxes, "Governmental Charges"). If ePlus pays any Governmental Charges, Customer agrees to reimburse ePlus or its Assignee upon demand.

(g) Default and Remedies. Customer will be in default if, with respect to these Terms, (i) Customer fails to pay any sum within 5 days of the due date, (ii) fails to perform or observe any other obligation, (iii) any representation or warranty made by Customer to ePlus in connection with these Terms shall be untrue in any material respect, or (iv) a change of control of Customer shall occur. If Customer defaults, Customer agrees ePlus may do any or all of the following: (A) cancel these Terms, (B) require Customer to stop using and return to ePlus or its Assignee the products or services, (C) require Customer to pay to ePlus

on demand an amount equal to the sum of (i) all payments and other amounts then due and past due, (ii) all remaining payments for the remaining term discounted at a rate of 3% per annum, (iii) interest at the rate of 1.5% per month on the amounts specified in clauses "i" and "ii" above until the date paid, and (iv) all other amounts that may later become due hereunder, and/or (E) exercise any other remedy available to ePlus or its Assignee under law. Customer also agrees to reimburse ePlus or its Assignee on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees).

ePlus Technology as Buyer - Purchase Order Terms & Conditions

IGX Global - Terms And Conditions For Purchasing Products And Services

Code of Conduct

Version History

Introduction

Compliance with Laws, Rules and Regulations

Ethical Reporting

Our People

Working with Others

Conflicts of Interest

Confidential and Proprietary Information

Protection and Proper Use of Company Assets

How To Report Possible Violations

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END USER LICENSE AGREEMENT (“EULA”)

PLEASE READ CAREFULLY

THIS EULA IS A LEGAL AGREEMENT BETWEEN YOU, EITHER AS AN INDIVIDUAL, COMPANY OR OTHER LEGAL ENTITY (IN ANY CAPACITY REFERRED TO HEREIN AS “END USER”, “YOU” or “YOUR”) AND (I) PALO ALTO NETWORKS, INC., A DELAWARE CORPORATION WITH OFFICES AT 3000 TANNERY WAY, SANTA CLARA, CALIFORNIA 95054 UNITED STATES, (II) PALO ALTO NETWORKS (NETHERLANDS) B.V., A COMPANY FORMED UNDER THE LAWS OF THE NETHERLANDS, WITH OFFICES AT OVAL TOWER, DE ENTRÉE 99-197, 5TH FLOOR, 1101 HE AMSTERDAM-ZUIDOOST, OR (III) ANY OTHER PALO ALTO NETWORKS AFFILIATE (COLLECTIVELY, “PALO ALTO NETWORKS”).

THIS EULA GOVERNS YOUR USE OF THE PALO ALTO NETWORKS HARDWARE (“HARDWARE”), ANY SOFTWARE THAT IS INCLUDED IN THE HARDWARE AND ANY STANDALONE SOFTWARE THAT IS PROVIDED WITHOUT HARDWARE FOR USE ON YOUR HARDWARE INCLUDING VIRTUAL MACHINE (“VM”) SOFTWARE OR ENDPOINT SOLUTIONS (“ENDPOINT”) (COLLECTIVELY, “SOFTWARE”), ANY SOFTWARE-AS-A-SERVICE (SaaS), SUBSCRIPTION-BASED SERVICES INCLUDING, BUT NOT LIMITED TO, WILDFIRE, GLOBALPROTECT, URL FILTERING, AND THREAT PREVENTION (“SUBSCRIPTION SERVICES”), OR A COMBINATION OF THE

FOREGOING, ALL COLLECTIVELY REFERRED TO HEREIN AS “PRODUCTS”, UNLESS YOU AND PALO ALTO NETWORKS HAVE EXECUTED A SEPARATE EULA IN WRITING, SIGNED BY BOTH PALO ALTO NETWORKS AND YOU WHICH EXPRESSLY SUPERSEDES THIS EULA.

BY OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING THE PRODUCTS, YOU ARE EXPRESSLY AND EXPLICITLY ACKNOWLEDGING AND AGREEING THAT THIS IS A BINDING EULA AND YOU HEREBY AGREE TO THE TERMS OF THIS EULA.

IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS SET FORTH HEREIN, DO NOT OPERATE, DOWNLOAD, INSTALL, REGISTER OR OTHERWISE USE THIS PRODUCT.

PALO ALTO NETWORKS MAINTENANCE AND SUPPORT SERVICES ARE NOT GOVERNED BY THIS EULA, AND ARE GOVERNED BY A SEPARATE GLOBAL SUPPORT SERVICES TERMS AND CONDITIONS (“EUSA”) FOUND AT https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/datasheets/support/global-customer-support-services-terms-conditions.pdf

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1.1 Software License Grant. Subject to the terms and conditions of this EULA, Palo Alto Networks grants to End User a non-exclusive license to: (i) use the Software solely as part of the Hardware with which the Software is delivered, or (ii) in accordance with the published specifications. The Software is solely for End User’s internal business purposes unless otherwise agreed to with Palo Alto Networks in a separate written agreement. All other rights in the Software are expressly reserved by Palo Alto Networks.

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1.3 License Restrictions. End User shall maintain the Products in strict confidence and shall not: (a) except in accordance with Palo Alto Networks license transfer

procedure (<https://www.paloaltonetworks.com/support/support-policies/secondary-market-policy.html>), sell, resell, distribute, transfer, publish, disclose, rent, lend, lease or sublicense the Products, or make the functionality of the Products available to any other party (excluding contractors or other third party providing IT services to Customer) through any means (unless otherwise permitted in writing by Palo Alto Networks as expressly agreed to in a separate Managed Security Services Provider agreement), including, without, limitation, by uploading the Software or Subscription Services to a network or file-sharing service or through any hosting, application services provider, service bureau or other type of services; (b) modify, translate or create derivative works based on the Software or Subscription Services, in whole or in part, or permit or authorize a third party to do so; (c) disassemble, decompile, reverse compile, reverse engineer or otherwise attempt to derive the source code of the Software, in whole or in part, or permit or authorize a third party to do so, except to the

extent such activities are expressly permitted by applicable law in the jurisdiction of use notwithstanding this prohibition; (d) disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that End User runs (or has run on its behalf by a third party) on the Products; (e) duplicate the Software except for making a reasonable number of archival or backup copies, provided that End User reproduces on or in such copies the copyright, trademark and other proprietary notices or markings that appear on the original copy of the Software (if any) as delivered to End User.

1.4 Affiliates. If End User purchases the Product for use by any End User Affiliate (defined below), End User shall: (a) provide each such End User Affiliate with a copy of this EULA; (b) ensure that each such End User Affiliate complies with the terms and conditions therein; and (c) be responsible for any breach of these terms and conditions by any such End User Affiliate. For purposes of this EULA, "Affiliate" means any entity that Controls, is Controlled by, or is under common Control with End User or Palo Alto Networks, as applicable, where "Control" means ownership, directly or indirectly, of 50% or more of the voting interest of End User or Palo Alto Networks, as applicable.

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3. TERM; TERMINATION; AND EFFECT OF TERMINATION.

This EULA is effective until terminated. End User's rights under this EULA will terminate immediately without notice from Palo Alto Networks if End User fails to comply with or breaches any provision of this EULA. End User may terminate this EULA upon written notice to Palo Alto Networks. Upon termination, End User shall destroy all copies of Software and documentation and cease to use any Subscription Services and/or Hardware.

4. WARRANTY, EXCLUSIONS AND DISCLAIMERS.

4.1 Warranty. Palo Alto Networks warrants that, under normal authorized use (a) the Hardware shall be free from defects in material and workmanship for one (1) year from the date of shipment; and (b) the Software will substantially conform to Palo Alto Networks' published specifications for three (3) months from the date of shipment. As End User's sole and exclusive remedy and Palo Alto Networks' and its suppliers' sole and exclusive liability for breach of warranty, Palo Alto Networks shall, at its option and expense, repair or replace the Hardware or correct the Software, as applicable. All warranty claims must be made on or before the expiration of the warranty period specified herein. Replacement Products may consist of new or remanufactured parts that are equivalent to new. All Products that are returned to Palo Alto Networks and replaced become the property of Palo Alto Networks. Palo Alto Networks shall not be responsible for End User's or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to Palo Alto Networks for repair or upon termination, whether under warranty or not. End User will pay the shipping costs for return of Products to Palo Alto Networks. Palo Alto Networks will pay the shipping costs for shipment of repaired or replacement Products back to End User.

4.2 Exclusions. The warranty set forth above shall not apply if the failure of the Product results from or is otherwise attributable to: (i) repair, maintenance or modification of the Product by persons other than Palo Alto Networks-authorized third party; (ii) accident, negligence, abuse or misuse of a Product; (iii) use of the Product other than in accordance with Palo Alto Networks' specifications; (iv) improper installation or site preparation or any failure by End User to comply with environmental and storage requirements for the Product specified by Palo Alto Networks, including, without limitation, temperature or humidity ranges; or (v) causes external to the Product such as, but not limited to, failure of electrical systems, fire or water damage.

4.3 Disclaimers. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED AND AS OTHERWISE PROHIBITED BY APPLICABLE LAW, THE HARDWARE, SOFTWARE AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". PALO ALTO NETWORKS AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF

DEALING OR USAGE OF TRADE. PALO ALTO NETWORKS DOES NOT WARRANT THAT (I) THE PRODUCT WILL MEET END USER'S REQUIREMENTS, (II) USE THEREOF SHALL BE UNINTERRUPTED OR ERROR-FREE, OR (III) THE HARDWARE, SOFTWARE OR SUBSCRIPTION SERVICES WILL PROTECT AGAINST ALL POSSIBLE THREATS WHETHER KNOWN OR UNKNOWN.

5. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT SHALL PALO ALTO NETWORKS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS, SERVICES OR OTHER GOODS), ARISING OUT OF OR RELATING TO THIS EULA, REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT PALO ALTO NETWORKS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS; AND (B) IN NO EVENT SHALL PALO ALTO NETWORKS' TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS EULA, FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY MADE TO PALO ALTO NETWORKS FOR THE PRODUCTS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY SUCH CLAIM OR CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING FROM DEATH OR BODILY INJURY. End User agrees that the foregoing limitations of liability constitute a material inducement for Palo Alto Networks to enter into this EULA and that the purchase price and fees charged to End User would be substantially higher without such limitations.

6. INDEMNIFICATION.

6.1 Indemnification and Procedure. Palo Alto Networks will defend, at its expense, any third-party action or suit brought against End User alleging that any Palo Alto Networks Product provided to End User hereunder infringes or misappropriates the third party's patent, copyright, trademark, or trade secret (a "Claim"), and Palo Alto Networks will pay any damages awarded in final judgment against End User or agreed to in settlement by Palo Alto Networks that are attributable to any such Claim; provided that End User: (i) promptly notifies Palo Alto Networks in writing of the Claim; (ii) gives Palo Alto Networks sole control of the defense and settlement of the Claim; and (iii) gives Palo Alto Networks, at Palo Alto Networks' expense, all information and assistance reasonably requested for the defense and settlement of the Claim. Palo Alto Networks will not be bound by any settlement or compromise that End

User enters into without Palo Alto Networks' prior written consent.

6.2 Remedy. If the Product becomes, or in Palo Alto Networks' opinion is likely to become, the subject of a Claim, then Palo Alto Networks may, at its sole option and expense: (i) procure for End User the right to continue using the Product; (ii) replace or modify the Product to avoid the Claim; or (iii) if options (i) and (ii) cannot be accomplished despite Palo Alto Networks' reasonable efforts, then Palo Alto Networks may accept return of the Product from End User and grant End User credit for the price of the Product as depreciated on a straight-line five (5) year basis, commencing on the date of receipt by End User of such Product.

6.3 Exceptions. Palo Alto Networks' obligations under this section shall not apply to the extent any Claim results from or is based on (a) modifications to the Product made by a party other than Palo Alto Networks or its designee; (b) the combination, operation, or use of the Product with hardware or software not supplied by Palo Alto Networks, if a Claim would not have occurred but for such combination, operation or use; (c) failure to use the most recent version or release of the Product; (d) Palo Alto Networks' compliance with End User's explicit or written designs, specifications or instructions; or (e) use of the Product that is not in accordance with Palo Alto Networks' published specifications.

THE FOREGOING TERMS STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND END USER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

7. END USER DATA.

Palo Alto Networks utilizes industry standard practices and policies to maintain administrative, physical and technical safeguards for the protection and security of End User Data (defined below). End User is hereby notified and acknowledges that Palo Alto Networks Products may include interaction and communication with facilities hosted outside of the country where End User purchased or utilizes the Products. End User is further notified and acknowledges that some Subscription Services may allow End User, in its sole discretion, to send data to Palo Alto Networks, where such data may contain personally-identifiable, sensitive, and/or confidential data and information (collectively, "End User Data"). End User represents and warrants that End User's use of the Subscription Services and related submission of End User Data complies with all applicable laws, including those related to data privacy, data security, international communication and the exportation of technical, personal or sensitive data. Palo Alto Networks is not a data processor or

data collector, and the inclusion of such personally identifying or sensitive data in End User Data is solely incidental to the provision of the Subscription Services. Submission of End User Data to Palo Alto Networks shall be at End User's sole discretion and at its own risk, and Palo Alto Networks assumes no responsibility or liability for receipt of such End User Data. End User Data sent to Palo Alto Networks may be stored by Palo Alto Networks. End User further acknowledges that Palo Alto Networks may anonymize such End User Data to use for statistical purposes and share samples of such anonymized End User Data with other third party security-related researchers, vendors and customers.

8. GENERAL.

8.1 Governing Law. Where Palo Alto Networks, Inc., is the contracting entity, this EULA is governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles. Where Palo Alto Network (Netherlands) B.V., is the contracting party, this EULA is governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA.

8.2 Compliance with Laws; Export Control. End User shall be solely responsible for its compliance with, and agrees to comply with, all applicable laws in connection with its use of the Product. End User further agrees that it will not engage in any illegal activity in any relevant jurisdiction, and acknowledges that Palo Alto Networks reserves the right to notify its customers or appropriate law enforcement in the event of such illegal activity. End User agrees to comply fully with the U.S. Export Administration Regulations, and any other export laws, restrictions, and regulations to ensure that the Product and any technical data related thereto is not exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by such laws and regulations.

8.3 Cumulative Remedies. Except as expressly set forth in this EULA, the exercise by either party of any of its remedies will be without prejudice to any other remedies under this EULA or otherwise.

8.4 Notices. All notices shall be in writing and delivered by overnight delivery service or by certified mail sent to the address published on the respective parties' websites or the address specified on the relevant order document (attention: Legal Department), and in each instance will be deemed given upon receipt.

8.5 Waiver and Severability. The failure by either party to enforce any provision of this EULA will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this EULA will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this EULA is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

8.6 Entire Agreement. This EULA constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings and communications between the parties with respect to the subject matter hereof. Any terms or conditions contained in End User's purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this EULA are hereby rejected by Palo Alto Networks and will be deemed null.

8.7 U.S. Government End Users. This section applies to United States Government End Users only and does not apply to any other End Users. The Software and its documentation are "commercial computer software" and "commercial computer software documentation," respectively; as such terms are used in FAR 12.212 and DFARS 227.7202. If the Software and its documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Software and its documentation shall be as specified in this EULA.

8.8 Open Source Software. The Products may contain or be provided with components subject to the terms and conditions of open source software licenses ("Open Source Software"). A list of Open Source Software can be found at <https://www.paloaltonetworks.com/company/third-party-software.html>.

8.9 End User Records. End User grants to Palo Alto Networks and its independent advisors the right to examine End User's books, records, and accounts during End User's normal business hours to verify compliance with this EULA. In the event such audit discloses non-compliance with this EULA, End User shall promptly pay the appropriate license fees to the relevant party, plus reasonable audit costs.

8.10 Authorization Codes, Grace Periods and Registration. Your Product may require an authorization code for activation for support of Your Product or to access Subscription Services. The authorization codes will be issued at the time of order fulfillment and sent to You via email. The

service period will commence in accordance with the grace period policy at <https://www.paloaltonetworks.com/support/support-policies/grace-period.html>. You are hereby notified that, upon applicable grace period expiration, if any, Palo Alto Networks reserves the right to register Your Product and activate support services (if purchased) on Your behalf without further notification to You.

8.11 WildFire Related Microsoft Licenses. End User acknowledges that certain WildFire offerings require licenses for certain Microsoft software, including Windows and Office, as described further in the relevant Wildfire documentation. Where Microsoft software is provided with certain WildFire offerings, Palo Alto Networks has procured or otherwise provided the necessary Microsoft licenses for the WildFire offering. Customer is hereby notified and acknowledges that Microsoft updates and upgrades (software assurance) are not provided with the WildFire product and must be obtained by Customer directly from Microsoft in order for Customer to utilize later versions of Microsoft products beyond the versions initially provided with the WildFire offerings.

8.12 Survival. Sections regarding license restrictions, ownership, term and termination, U.S. Government End Users, limitations of liability, and this General section shall survive termination of this EULA.