



SmartNet Renewal Order Form Details for FORT BEND COUNTY TEXAS							
Component (Tel #/Port)	Port Number (Order Number)	Product	Quantity	Unit Price	Amount	Preceded Line Item	
Quote1	943043	SMARTNet Premium 24x7x4(SNTP)		\$ 46,611.00	\$	45738 31	
Quote2	939834	SMARTNet Orsite Premium 24x7x4(C4P)		\$ 31,271.00	\$	31364 70	
Quote3	939888	IPS Svc AR 24x7x4(SU3)		\$ 3,595.00	\$	3595 00	
Quote4	1002094	SMARTNet 8x5x8NBI(SNT)		\$ 6,231.00	\$	6298 51	
Amount Total					\$ 87,807.00	Preceded Total	\$ 69,588.42
All prices are USD							

Zineb Bouayad
 W: (720) 859-8743
 F: (415) 982-5967

41E

1137865	SNT	401515156	FORT BEND COUNTY TEXAS	ELECTNS ADMINPO 8960002443	ROSENBERG	TX	77471	AIR-AP1131AG-A-K9	FIX111728M	10/1/2009	930220-0
1137866	SNT	401515156	FORT BEND COUNTY TEXAS	ELECTNS ADMINPO 8960002443	ROSENBERG	TX	77471	AIR-PWR-COIFD-NA		10/1/2009	930220-0
1137867	SNT	401515156	FORT BEND COUNTY TEXAS	ELECTNS ADMINPO 8960002443	ROSENBERG	TX	77471	AIR-PWRINJ3		10/1/2009	930220-0
1137868	SNT	401515156	FORT BEND COUNTY TEXAS	ELECTNS ADMINPO 8960002443	ROSENBERG	TX	77471	AIR-PWRA		10/1/2009	930220-0
1137869	SNT	401515156	FORT BEND COUNTY TEXAS	ELECTNS ADMINPO 8960002443	ROSENBERG	TX	77471	S113W7K9-1211JA	FIX111721K2	10/1/2009	930220-0
1137870	SNT	401515156	FORT BEND COUNTY TEXAS	ELECTNS ADMINPO 8960002443	ROSENBERG	TX	77471	CISCO1841-T1		10/1/2009	930220-0
1137871	SNT	401515156	FORT BEND COUNTY TEXAS	ELECTNS ADMINPO 8960002443	ROSENBERG	TX	77471	WIC-BLANK-PANEL		10/1/2009	930220-0
1137872	SNT	401515156	FORT BEND COUNTY TEXAS	ELECTNS ADMINPO 8960002443	ROSENBERG	TX	77471	CAB-DSU-RJ45		10/1/2009	930220-0
1137873	SNT	401515156	FORT BEND COUNTY TEXAS	ELECTNS ADMINPO 8960002443	ROSENBERG	TX	77471	WIC-1DSU-T1-VZ	FOCI1143JM6	10/1/2009	930220-0
1137874	SNT	401515156	FORT BEND COUNTY TEXAS	ELECTNS ADMINPO 8960002443	ROSENBERG	TX	77471	ROUTER-SOM		10/1/2009	930220-0
1137875	SNT	401515156	FORT BEND COUNTY TEXAS	ELECTNS ADMINPO 8960002443	ROSENBERG	TX	77471	MEM1808-32CF		10/1/2009	930220-0
1137876	SNT	401515156	FORT BEND COUNTY TEXAS	ELECTNS ADMINPO 8960002443	ROSENBERG	TX	77471	8184SR6K9-12412		10/1/2009	930220-0
1137877	SNT	401515156	FORT BEND COUNTY TEXAS	ELECTNS ADMINPO 8960002443	ROSENBERG	TX	77471	WS-C-3550-24-SM1	CAT10712K1Z	10/1/2009	930220-0
1137878	SNT	401515156	FORT BEND COUNTY TEXAS	ELECTNS ADMINPO 8960002443	ROSENBERG	TX	77471	WS-C-3550-24-SM1	CAT10712727	10/1/2009	930220-0
1137879	SNT	401515156	FORT BEND COUNTY TEXAS	500 LIBERTY & STREET SITE 212	RICHMOND	TX	77469	CISCO2612	JMM0850LPCN	10/1/2009	930220-0
1137880	SNT	4015155643	FORT BEND COUNTY TEXAS	MANAGEMENT INFORMATION S	RICHMOND	TX	77469	MM-BLANK-PANEL		10/1/2009	930220-0
1137881	SNT	4015155643	FORT BEND COUNTY TEXAS	MANAGEMENT INFORMATION S	RICHMOND	TX	77469	WIC-BLANK-PANEL		10/1/2009	930220-0
1137882	SNT	4015155643	FORT BEND COUNTY TEXAS	MANAGEMENT INFORMATION S	RICHMOND	TX	77469	WIC-BLANK-PANEL		10/1/2009	930220-0
1137883	SNT	4015155643	FORT BEND COUNTY TEXAS	MANAGEMENT INFORMATION S	RICHMOND	TX	77469	ACS-2000-GENERIC		10/1/2009	930220-0
1137884	SNT	4015155643	FORT BEND COUNTY TEXAS	MANAGEMENT INFORMATION S	RICHMOND	TX	77469	MEM2000-RFS		10/1/2009	930220-0
1137885	SNT	4015155643	FORT BEND COUNTY TEXAS	MANAGEMENT INFORMATION S	RICHMOND	TX	77469	MEM2000-32D		10/1/2009	930220-0
1137886	SNT	4015155643	FORT BEND COUNTY TEXAS	MANAGEMENT INFORMATION S	RICHMOND	TX	77469	S29C-12303		10/1/2009	930220-0
1137887	SNT	4015155643	FORT BEND COUNTY TEXAS	MANAGEMENT INFORMATION S	RICHMOND	TX	77469	WS-C-3550R-XL-EN	FAA0448JOCU	10/1/2009	930220-0
2330843	SNT/P	13327-52	FORT BEND COUNTY TEXAS	500 LIBERTY STREET SITE 212	RICHMOND	TX	77469	WS-C-3550-24-SM1	CAT10712K1V9	10/1/2009	930220-0

4181442	SRT	2512189	FORT BEND COUNTY	4338 HIGHWAY 36	ROSENBERG	TX	77431	WS-C1500-48PS-E	FOC1217VCR	10/1/2009	9/30/2010
4181442	SRT	2512189	FORT BEND COUNTY	4338 HIGHWAY 36	ROSENBERG	TX	77431	WS-C1500-48PS-E	FOC1220X4S	10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	CAB-AC-RA	FOC1027ZHW	10/1/2009	9/30/2010
4198347	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	CAB-AC-RA	JMA1223L00D	10/1/2009	9/30/2010
4198347	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	ASAS110-SEC-BUN-K9		10/1/2009	9/30/2010
4198347	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	SSM-BLANK		10/1/2009	9/30/2010
4198347	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	ASAS500-ENCR-K9		10/1/2009	9/30/2010
4198347	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	ASAS110-SEC-PI		10/1/2009	9/30/2010
4198347	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	ASAS500-SW-8VC-K9		10/1/2009	9/30/2010
4198347	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	ASAS500-SW-GSD-K9		10/1/2009	9/30/2010
4198347	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	ASA-100W-PWR-AC		10/1/2009	9/30/2010
4198347	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	WS-C2940-87T-S	FOC1027ZBDU	10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	CAB-AC-RA		10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	WS-C1500-24PS-S	CAT0831N1K1	10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	WS-C1500-24PS-S	CAT0832N1Y4	10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	WS-C1500-48PS-S	CAT0833N19R	10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	CISCO1841-T1	FTA1010Y04	10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	WIC-BLANK-PANEL		10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	CAB-DSL-RJ45		10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	WIC-TDSU-TLV2	FOC10081AD0	10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	ROUTER-SDM		10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	MEM-800-32CF		10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	S184PB-1240		10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	CISCO2801	FTX028Y1LF	10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	WIC-BLANK-PANEL		10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	WIC-BLANK-PANEL		10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	WIC-BLANK-PANEL		10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	WIC-BLANK-PANEL		10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	ROUTER-SDM		10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	MEM800-64CF-INC		10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	PWR-2801-AC		10/1/2009	9/30/2010
2300643	SNTP	1532152	FORT BEND COUNTY	500 LIBERTY STREET STE 212	RICHMOND	TX	77469	52808PSK9-1308T		10/1/2009	9/30/2010

Quote Number: 031854
 Quote Start: VALU ID
 Quote Date: 8/17/2009
 Bill to ID: 29-2000
 Quote Amount:



Please Note: Prices may be subject to change 60 days from Quote Date

CONTRACT #	CONTRACT TYPE	SITE ID	SITE NAME	ADDRESS	CITY	STATE	ZIP	ITEM NAME	SERIAL NUMBER	BEGIN DATE	END DATE
157138	CAP	402284599	FORT BEND COUNTY, TEXAS	INFORMATION TECHNOLOGY	RICHMOND	TX	77469	L1013CHASS	88023099	10/12/2009	9/30/2010
157138	CAP	402284599	FORT BEND COUNTY, TEXAS	INFORMATION TECHNOLOGY	RICHMOND	TX	77469	L1013ASP-C-761	30043884	10/12/2009	9/30/2010
157138	CAP	402284599	FORT BEND COUNTY, TEXAS	INFORMATION TECHNOLOGY	RICHMOND	TX	77469	WAL-13-4BNC		10/12/2009	9/30/2010
157138	CAP	402284599	FORT BEND COUNTY, TEXAS	INFORMATION TECHNOLOGY	RICHMOND	TX	77469	WS-C2509	SMG2751A0W5	10/12/2009	9/30/2010
157138	CAP	402284599	FORT BEND COUNTY, TEXAS	INFORMATION TECHNOLOGY	RICHMOND	TX	77469	WS-CR50-24	FOC8932274F	10/12/2009	9/30/2010
157138	CAP	402284599	FORT BEND COUNTY, TEXAS	INFORMATION TECHNOLOGY	RICHMOND	TX	77469	WS-C350-121	CAT028ZYKH	10/12/2009	9/30/2010
157138	CAP	402284599	FORT BEND COUNTY, TEXAS	INFORMATION TECHNOLOGY	RICHMOND	TX	77469	WS-C350-121	CAT0745R1S6	10/12/2009	9/30/2010
157138	CAP	402284599	FORT BEND COUNTY, TEXAS	INFORMATION TECHNOLOGY	RICHMOND	TX	77469	WS-C350-121	CH08832AVDH	10/12/2009	9/30/2010
157138	CAP	402284599	FORT BEND COUNTY, TEXAS	INFORMATION TECHNOLOGY	RICHMOND	TX	77469	CISCO1760	FKK0814200D	10/12/2009	9/30/2010
157138	CAP	402284599	FORT BEND COUNTY, TEXAS	INFORMATION TECHNOLOGY	RICHMOND	TX	77469	CISCO1760	FTX0933W0AL	10/12/2009	9/30/2010
157138	CAP	402284599	FORT BEND COUNTY, TEXAS	INFORMATION TECHNOLOGY	RICHMOND	TX	77469	PIX-515E-UR-FE-BUN	88006014848	10/12/2009	9/30/2010
157138	CAP	402284599	FORT BEND COUNTY, TEXAS	INFORMATION TECHNOLOGY	RICHMOND	TX	77469	PIX-515E-FO-FE-BUN	88006014584	10/12/2009	9/30/2010
157138	CAP	402284599	FORT BEND COUNTY, TEXAS	INFORMATION TECHNOLOGY	RICHMOND	TX	77469	WS-C350-24PS-S	CAT1036RLGQ	10/12/2009	9/30/2010
157138	CAP	402284599	FORT BEND COUNTY, TEXAS	INFORMATION TECHNOLOGY	RICHMOND	TX	77469	WS-C350-24PS-E	FDO1148Y2HK	10/12/2009	9/30/2010
157138	CAP	402284599	FORT BEND COUNTY, TEXAS	INFORMATION TECHNOLOGY	RICHMOND	TX	77469	WS-C350-24PS-E	FDO1148Y2H7	10/12/2009	9/30/2010
157138	CAP	402284599	FORT BEND COUNTY, TEXAS	INFORMATION TECHNOLOGY	RICHMOND	TX	77469	ASA3310-SEC-BUN-K9	AMX1051K1BV	10/12/2009	9/30/2010
157138	CAP	402284599	FORT BEND COUNTY, TEXAS	INFORMATION TECHNOLOGY	RICHMOND	TX	77469	ASA3310-SEC-BUN-K9	AMX111B1U5	10/12/2009	9/30/2010
157138	CAP	402482229	FORT BEND COUNTY, TEXAS	DISTRICT CLERK, POW 18324	RICHMOND	TX	77469	WS-C350-24PS-E	FDO1215X4EL	10/12/2009	9/30/2010
157138	CAP	402571129	FORT BEND COUNTY, TEXAS	ROAD AND BRIDGE POW 18324	RICHMOND	TX	77469	WS-C350-24PS-E	FDO1218X05X	10/12/2009	9/30/2010
157138	CAP	402571129	FORT BEND COUNTY, TEXAS	ROAD AND BRIDGE POW 18324	RICHMOND	TX	77469	WS-C350-24PS-E	FDO1218X04Y	10/12/2009	9/30/2010
157138	CAP	402620851	FORT BEND COUNTY, TEXAS	FAO & PLAN /POW 18138	ROSENBERG	TX	77471	WS-C350-24PS-E	FDO1218Y1RW	8/17/2009	9/30/2010



Contract Number
 4375003
 Contract Value
 6177000
 Quote Date
 2942600
 Bill to ID
 Quote Amount

Please Note: Prices may be subject to change 30 days from Quote Date

CONTRACT ID	CONTRACT ITEM	SKU ID	SKU NAME	CITY	STATE	ZIP	PLANT	INDUSTRY	AMOUNT	UNIT	US PRICE
4375003	SU3	132152	FORT BEND COUNTY	RICHMOND	TX	77489	25351041P143	932010	\$	73.00	\$1731.00
4375003	SU3	132152	FORT BEND COUNTY	RICHMOND	TX	77489	25351041P143	932010	\$	73.00	\$1731.00
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STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
Southwestern Bell Telephone L.P. dba AT&T Datacomm

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Southwestern Bell Telephone L.P. dba AT&T Datacomm (hereinafter "Vendor"), with its principal place of business at 712 East Huntland Drive, Room 313, Austin, TX 78752.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Texas Building and Procurement Commission's Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-064, on July 21, 2005, for Data Networking/Telephone System Equipment & Services. DIR acknowledges the fact Southwestern Bell Telephone dba SBC Datacomm has merged with AT&T Corporation and the name of the Vendor has changed to Southwestern Bell Telephone L.P. dba AT&T Datacomm. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-064 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A. Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Product and Pricing Index; Appendix C, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix D, Cisco End User License Agreement; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-064, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-064, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be three (3) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to one (1) optional one-year term.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Cisco brands identified in Appendix B Product and Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above.

B. Services

Services available under this Contract are limited to services and maintenance identified in Appendix B Product and Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as the product sales price suggested by the manufacturer of a product.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentages off MSRP as specified in Appendix B Products and Pricing Index.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request. Vendor agrees it shall offer and make available this DIR Contract as first choice for all sales of Products and Services identified in Section 3. above to eligible Texas DIR Customers during its term.

3) If pricing for products or services available under this Contract is provided at a lower price, based on a quantity of one item, to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible

Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

F. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized by the current State Travel Regulations. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

H. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one percent (1%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$1,000.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

C) For potential Erate business where Vendor has previously responded to a posted Form 470 competitive opportunity, any such posted Form 470 opportunity responded to by Vendor prior to the execution date of this Contract will not be subject to the terms of the Contract.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Sherri Parks, Service Delivery Division
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: sherri.parks@dir.state.tx.us

If sent to the Vendor:

Marcus Montemayor
AT&T Datacomm
712 East Huntland Drive, Room 313
Austin, TX 78752
Phone: (512) 421-5160
Facsimile: (512) 870-4388
Email: marcus.montemayor@att.com

7. Software License and Service Agreements

A. Software License Agreement

1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the End User License Agreement set forth in Appendix D of this Contract. No changes to the Software License Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix D. Order Fulfiller shall make the Software License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software License Agreement terms and conditions.

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and

conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. **Appendix A, Section 3. Definitions** is hereby amended to add subsections H. and I. to read as follows:

H. **Texas-based DIR Customer** – any Texas state agency, unit of local government, or institution of higher education located in the State of Texas that purchases products under this Contract.

I. **Non Texas-based DIR Customer** – any state agency, unit of local government, or institution of higher education of another state located outside the State of Texas that purchases products under this Contract.

B. **Appendix A, Section 6. Contract Fulfillment and Promotion, Subsection C. Product Warranty and Return Policies** is hereby amended to read as follows:

C. Product Warranty and Return Policies

Order Fulfiler will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products. The Vendor's standard limited warranty is thirty (30) days after delivery (or installation, if installation was included), and warrants that the Vendor has good title on the Equipment, free of any claims, liens, encumbrances or security interest of any other part, that the Equipment conforms to the manufacturer's published specifications, and is free from electrical or mechanical defects in materials and workmanship under normal installation, use and service.

C. **Appendix A, Section 6. Contract Fulfillment and Promotion** is hereby amended to add subsection L to read as follows:

L. Cisco Special Trade-in Process

If any Products purchased pursuant to the Contract by a Texas-based DIR customer displace any Cisco equipment or Cisco competitor equipment, the Vendor must ensure that the Texas-based customer returns such displaced equipment pursuant to Cisco's Special Trade-in Process (STRP) at <http://www.cisco-returns.com/strp/>.

D. **Appendix A, Section 6. Contract Fulfillment and Promotion** is hereby amended to add subsection M to read as follows:

M. Erate Discount Bundles

Vendor shall promptly notify DIR when Cisco changes its Erate bundle discounts and to cooperate in executing an amendment to incorporate the then-current Erate Bundle discount.

- E. **Appendix A, Section 9. Vendor Responsibilities, Subsection A.1. Acts or Omissions** is amended to read as follows;

1) Acts or Omissions

Vendor shall defend, indemnify and hold harmless the State of Texas, its officers, agents, and employees from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities for personal injury, death and/or damage to tangible property, including attorneys fees, to the extent arising out of, or resulting from any negligent acts or willful misconduct of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Vendor agrees to coordinate defense with the Texas Office of Attorney General, as requested by DIR.

- F. **Appendix A, Section 10. Contract Enforcement, Subsection C. Force Majeure** is amended to read as follows:

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, fire, explosion, vandalism, terrorism, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action, or request by any government, civil, or military authority, national emergencies, insurrections, riots, strike, labor difficulties, war, civil disturbance, supplier failures, shortages, breaches, or delays, or preemption of existing Service to restore Service in compliance with the regulatory rules and regulations, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

- G. **Appendix A** is hereby amended to add Section 13. Leasing Provision to read as follows:

13. Leasing Provision

The parties to this Contract may agree to provisions that allow leasing of Cisco brand products as identified in Section 3 Products and Service Offerings of the Contract in addition to purchase sales.

This Contract is executed to be effective as of the date of last signature.

**Southwestern Bell Telephone L.P. dba
AT&T Datacomm**

**The State of Texas, acting by and through the
Department of Information Resources**

Authorized By: Signature on File

Authorized By: Signature on File

Name: J. N. Shelgren

Name: Brian S. Rawson

Title: Regional Vice President - Sales

Title: Director of Service Delivery

Date: 05-04-06

Date: 5/9/06

Legal: Signature on File

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

Table of Contents

1.	Contract Scope	1
2.	No Quantity Guarantees	1
3.	Definitions.....	1
4.	General Provisions	1
	A. Entire Agreement.....	1
	B. Modification of Contract Terms and/or Amendments.....	1
	C. Invalid Term or Condition	2
	D. Assignment	2
	E. Survival.....	2
	F. Choice of Law.....	2
5.	Product Terms and Conditions	3
	A. Technology Access Clause, As Required By §2157.005, Texas Government Code (Applicable to State Agency Purchases Only)	3
	B. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only).....	3
	C. Purchase of Commodity Items (Applicable to State Agency Purchases Only).....	4
6.	Contract Fulfillment and Promotion	4
	A. Service, Sales and Support of the Contract	4
	B. Use of Order Fulfillers	4
	1) Designation of Order Fulfillers.....	4
	2) Changes in Order Fulfiller List.....	5
	3) Conditions of Order Fulfiller Participation.....	5
	4) Order Fulfiller Pricing to Customer	5
	C. Product Warranty and Return Policies.....	5
	D. Customer Site Preparation	5
	E. Internet Access to Contract and Pricing Information	6
	1) Vendor Website	6
	2) Accurate and Timely Contract Information.....	6
	3) Website Compliance Checks	6
	4) Website Changes.....	6
	5) Use of Access Data Prohibited	6
	6) Responsibility for Content.....	6
	F. DIR Logo	7
	G. Vendor and Order Fulfiller Logo.....	7
	H. Trade Show Participation.....	7
	I. Orientation Meeting.....	7

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

J.	Performance Review Meetings	7
K.	DIR Cost Avoidance	7
7.	Purchase Orders, Invoices, and Payments	8
	A. Purchase Orders	8
	B. Invoices	8
	C. Payments	8
8.	Contract Administration.....	8
	A. Contract Administrators.....	8
	1) State Contract Administrator	8
	2) Vendor Contract Administrator	8
	B. Reporting and Administrative Fees	9
	1) Reporting Responsibility	9
	2) Detailed Monthly Report	9
	3) Historically Underutilized Businesses Subcontract Reports.....	9
	4) DIR Administrative Fee	9
	5) Accurate and Timely Submission of Reports	9
	C. Records and Audit.....	10
	D. Contract Administration Notification	11
9.	Vendor Responsibilities	11
	A. Indemnification	11
	1) Acts or Omissions	11
	2) Infringements	11
	B. Vendor Certifications.....	12
	C. Ability to Conduct Business in Texas.....	12
	D. Equal Opportunity Compliance	13
	E. Use of Subcontractors	13
	F. Responsibility for Actions	13
	G. Confidentiality	13
	H. Security of Premises, Equipment, Data and Personnel	13
	I. Background and/or Criminal History Investigation.....	14
	J. Limitation of Liability.....	14
10.	Contract Enforcement	14
	A. Enforcement of Contract and Dispute Resolution	14
	B. Termination.....	14
	1) Termination for Non-Appropriation	14
	2) Absolute Right	15
	3) Termination for Convenience	15
	4) Termination for Cause	15
	a) Contract.....	15
	b) Purchase Order	15
	5) Customer Rights Under Termination.....	15
	6) Vendor or Order Fulfiler Rights Under Termination.....	16

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

C.	Force Majeure	16
11.	Notification	16
A.	Notices	16
B.	Handling of Written Complaints.....	16
12.	Captions	16

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. Definitions

- A. Customer** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code.
- B. Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.
- C. Day** - shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
- D. Order Fulfiller** - the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.
- E. Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- F. State** – refers to the State of Texas.
- G. TBPC** – refers to the Texas Building and Procurement Commission.

4. General Provisions

A. Entire Agreement

The Contract and its Appendices constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract or its Appendices shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

- 1) The terms and conditions of the Contract shall govern all transactions by

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can weaken a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party. Any other assignment by a party shall require the written consent of the other party. Each party agrees to cooperate to amend the Contract as necessary to maintain an accurate record of the contracting parties.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

F. Choice of Law

The laws of the State of Texas shall govern the construction and interpretation of the Contract. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

5. Product Terms and Conditions

A. Technology Access Clause, As Required By §2157.005, Texas Government Code (Applicable to State Agency Purchases Only)

1) Vendor expressly acknowledges and agrees that State funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to DIR and each Customer purchasing products under the Contract that the technology provided hereunder is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (i) providing equivalent access for effective use by both visual and non-visual means, (ii) presenting information, including prompts used for interactive communications, in formats intended for both visual and non-visual use, and (iii) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For the purposes of this section, the phrase "equivalent access means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples, of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical display and customizable display appearance.

2) In accordance with Section 2157.001, Texas Government Code, this Subsection 5.A. remains in full force and effect for any Purchase Order issued under the Contract prior to September 1, 2006. This Subsection 5.A is invalid for any Purchase Order issued under the Contract on or after September 1, 2006.

B. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

3) State agencies and institutions of higher education may begin voluntary compliance with this Subsection 5.B prior to September 1, 2006.

C. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.C.2 below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR.

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.C.

6. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

B. Use of Order Fulfillers

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller TBPC Identification Number, Order Fulfiller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller from participating in other procurement opportunities offered through DIR.

2) Changes in Order Fulfiller List

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 6.B.1.a above.

3) Conditions of Order Fulfiller Participation

All participating Order Fulfillers must be approved Catalog Information Systems Vendors with the State of Texas. DIR and Vendor will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the TBPC.

4) Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within Section 4 of the Contract. This pricing shall only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

E. Internet Access to Contract and Pricing Information

1) Vendor Website

Vendor will maintain a website specific to the product and service offerings under the Contract which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include: the product and services offered, product and service specifications, Contract pricing, designated Order Fulfillers, contact information for Vendor and designated Order Fulfillers, instructions for obtaining quotes and placing Purchase Orders, and warranty and return policies. The Vendor's website shall list the DIR Contract number, reference the DIR Go DiRect program, display the DIR logo in accordance with the requirements in paragraph F of this Section, and contain a link to the DIR website for the Contract.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Website Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is uniform with the pricing as stated in Section 4 of the Contract.

4) Website Changes

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

F. DIR Logo

Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. Vendor and Order Fulfiller Logo

DIR may use the Vendor's and Order Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in one or more DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

I. Orientation Meeting

Upon thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

J. Performance Review Meetings

DIR will require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract. The meetings will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the products.

7. Purchase Orders, Invoices, and Payments

A. Purchase Orders

All Customer Purchase Orders will be placed directly with the Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Order Fulfiller when accepted by Order Fulfiller.

B. Invoices

1) Invoices shall be submitted by the Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Order Fulfiller.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

C. Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. Payment under the Contract shall not foreclose the right to recover wrongful payments.

8. Contract Administration

A. Contract Administrators

DIR and the Vendor will each provide a Contract Administrator to support the Contract. Information regarding the Contract Administrators will be posted on the Internet website designated for the Contract.

1) State Contract Administrator

DIR shall provide a Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) advising DIR of Vendor's performance under the terms and conditions of the Contract, and iii) periodic verification of product pricing and monthly reports submitted by Vendor.

2) Vendor Contract Administrator

Vendor shall provide a dedicated Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Administrator if the assigned Contract Administrator is not, in the opinion of DIR, adequately serving the needs of the State.

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's applicable Contract books at DIR's expense.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous month period. Reports shall be submitted to the DIR Go DIRect Coordinator. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period. It is the responsibility of Vendor to collect and compile all sales under the Contract from participating Order Fulfillers and submit one (1) monthly report. The monthly report shall include, per transaction: the detailed sales for the period, the Order Fulfiler's company name, if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the TBPC rules.

4) DIR Administrative Fee

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The administrative fee is specified in Section 5 of the Contract. Payment of the administrative fee shall be due on the fifteenth (15th) calendar day after the close of the previous month period.

b) Vendor shall reference the DIR Contract number on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at DIR's expense.

C. Records and Audit

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to DIR, including the compliance checks designated by DIR, the State Auditor's Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to DIR staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Upon execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Go DIRect Coordinator name and contact information.

9. Vendor Responsibilities

A. Indemnification

1) Acts or Omissions

Vendor shall defend, indemnify and hold harmless the State of Texas and Customers, their officers, agents, and employees from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including attorneys fees, arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Vendor agrees to coordinate defense with the Texas Office of Attorney General, as requested by DIR.

2) Infringements

a) Vendor shall defend, indemnify and hold harmless the State of Texas and Customers, their officers, agents and employees, from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the use of any product or service supplied under the Contract. Vendor agrees to defend against any and all third party claims at Vendor's expense, whether or not such claims become the subject of litigation provided the Customer: (i) notifies Vendor promptly in writing of such claim, (ii) grants Vendor control over the defense and settlement thereof, and (iii) reasonably cooperates in response to Vendor's requests for assistance. DIR will provide reasonable assistance in the defense of such claims if so requested by the Vendor. Vendor agrees to coordinate defense with the Texas Office of Attorney General, as may be requested by DIR.

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

b) Vendor shall have no liability if the alleged infringement is caused in whole or part by: (i) use of the product or service in combination with product or services not provided under the Contract, (ii) use of the product or service for a purpose or in a manner for which the product or service was not designed, (iii) any modification made to the product without Vendor's written approval, (iv) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (v) any intellectual property right owned by or licensed to Customer, or (vi) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

B. Vendor Certifications

Vendor certifies that it and its designated Order Fulfillers: (i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract, (ii) are not currently delinquent in the payment of any franchise tax owed the State of Texas and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate, (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage, (iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract, (v) are not ineligible to receive the Contract under §2155.004, Texas Government Code, (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract, (vii) are not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration, and (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract.

C. Ability to Conduct Business in Texas

Order Fulfiller shall be an entity authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas. Order

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

Fulfiller shall be a "Catalog Information Systems Vendor" approved by TBPC. All products and services offered to Customers under the Contract are listed in Order Fulfiller's catalog on file with TBPC.

D. Equal Opportunity Compliance

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

E. Use of Subcontractors

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. A revised Subcontracting Plan shall be required before Vendor can engage additional subcontractors in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

F. Responsibility for Actions

Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

G. Confidentiality

- 1) Vendor acknowledges that DIR is a government agency subject to the Texas Public Information Act. Vendor also acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.
- 2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

H. Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors.

I. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by certain Customers having legislative authority to require such investigations. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

J. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action.

10. Contract Enforcement

A. Enforcement of Contract and Dispute Resolution

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

B. Termination

1) Termination for Non-Appropriation

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated by the governing body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers.

2) Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control, or ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration. Vendor shall be provided written notice in accordance with Section 11.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR or Vendor may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract. The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 4.B.2 above. The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order.

5) Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

retain its rights under the Contract and the Purchase Order issued with respect to all products or services ordered and accepted prior to the effective termination date.

6) Vendor or Order Fulfiller Rights Under Termination

In the event a Purchase Order is terminated or the Contract expires or is terminated for any reason, a Customer shall pay all amounts due for products or services ordered prior to the effective termination date and ultimately accepted.

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

11. Notification

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile.

12. Captions

The captions contained in the Contract and its Appendices are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

**Appendix B
Product and Pricing Index**

Product Description	DIR Customer Discount	Description of MSRP
Cisco Hardware/Software (Texas-based DIR Customer)	44%	Manufacturer Published MSRP
Cisco Hardware/Software (Non Texas-based DIR Customer)	40%	Manufacturer Published MSRP
Cisco Erate Bundle (with one year free SmartNET maintenance)	40%	Manufacturer Published MSRP
Cisco SmartNET Maintenance (Gov)	20%	Manufacturer Published MSRP
Cisco SmartNET Maintenance (Ed)	30%	Manufacturer Published MSRP
Cisco Professional Services	0%	Manufacturer Published MSRP
Cisco Systems Training provided by Global Knowledge: Web Development and Programming Virtual/Self Paced, Web Basics Virtual/Self Paced, Unix Virtual/Self Paced, Software Engineering Virtual/Self Paced, Security Virtual/Self Paced, Professional Skills Virtual/Self Paced, Networking & Telephony Virtual/Self Paced, Microsoft Virtual/Self Paced, Cisco Self Paced	15%	Manufacturer Published MSRP
Cisco Systems Training provided by Global Knowledge: Web Development and Programming Classroom, Web Basics Classroom, Unix Classroom, Software Engineering Classroom, Security Classroom, Professional Skills Classroom, Networking & Telephony Classroom, Microsoft Classroom, Cisco Virtual.	10%	Manufacturer Published MSRP
Cisco Systems Training provided by Global Knowledge: Oracle Classroom, Microsoft Bootcamps, Cisco Classroom	10%	Manufacturer Published MSRP
Cisco Systems Training provided by Global Knowledge: Red Hat Classroom, Nortel Virtual/Self Paced, Foundstone Classroom, Cisco Bootcamps and selected classes	0%	Manufacturer Published MSRP
Cisco Systems Training provided by Global Knowledge: Security Bootcamps	10%	Manufacturer Published MSRP
AT&T Services		
AT&T Staging	10%	Manufacturer Published MSRP

AT&T Installation	10%	Manufacturer Published MSRP
AT&T Project Management	10%	Manufacturer Published MSRP
AT&T Telephony Site Survey	10%	Manufacturer Published MSRP
AT&T Wireless Site Survey and Assessment	5%	Manufacturer Published MSRP
AT&T Rapid Assessment - Essential	5%	Manufacturer Published MSRP
AT&T Rapid Assessment - Complete	10%	Manufacturer Published MSRP
AT&T Structured Cabling Services	5%	Manufacturer Published MSRP
AT&T Professional Services		
Advanced Infrastructure - Application Profiling and Modeling	5%	Manufacturer Published MSRP
Advanced Infrastructure - Content Networking Planning, Design and Implementation	5%	Manufacturer Published MSRP
Advanced Infrastructure - Level III TCO	5%	Manufacturer Published MSRP
Advanced Infrastructure - Network Assessment	5%	Manufacturer Published MSRP
Advanced Infrastructure - Network Design and Implementation	5%	Manufacturer Published MSRP
Advanced Infrastructure - Quality of Service (QoS) PDI	5%	Manufacturer Published MSRP
Advanced Infrastructure - Storage Networking PDI	5%	Manufacturer Published MSRP
Advanced Infrastructure - Whiteboard Session	5%	Manufacturer Published MSRP
Advanced Infrastructure - Wireless PDI	5%	Manufacturer Published MSRP
Advanced Infrastructure - Wireless Site Survey	5%	Manufacturer Published MSRP
Convergence - Contact Center PDI	5%	Manufacturer Published MSRP
Convergence - IP Telephony PDI	5%	Manufacturer Published MSRP
Convergence - IPT Readiness Assessment	5%	Manufacturer Published MSRP
Convergence - IVR / Applications PDI	5%	Manufacturer Published MSRP
Convergence - Level III TCO	5%	Manufacturer Published MSRP
Convergence - Telecom Strategy	5%	Manufacturer Published MSRP
Convergence - Video over IP Readiness Assessment	5%	Manufacturer Published MSRP

Convergence - Whiteboard Session	5%	Manufacturer Published MSRP
Data Center Solutions – Data Center Relocation & Consolidation Program Development	5%	Manufacturer Published MSRP
Data Center Solutions – Data Center Relocation & Consolidation Program Management	5%	Manufacturer Published MSRP
Data Center Solutions – Data Center Capability Assessment	5%	Manufacturer Published MSRP
Enterprise OS - Level III TCO	5%	Manufacturer Published MSRP
Enterprise OS - Messaging & Microsoft Exchange	5%	Manufacturer Published MSRP
Enterprise OS - Network Services Infrastructure (DNS, DHCP, WINS)	5%	Manufacturer Published MSRP
Enterprise OS - Server Consolidation, Virtualization, and Storage	5%	Manufacturer Published MSRP
Enterprise OS - Whiteboard Session	5%	Manufacturer Published MSRP
Enterprise OS - Windows Operations Management & Security	5%	Manufacturer Published MSRP
Enterprise OS - Windows Server & Active Directory Architecture	5%	Manufacturer Published MSRP
Ops Management - Business Process Design and Optimization	5%	Manufacturer Published MSRP
Ops Management - Level III TCO	5%	Manufacturer Published MSRP
Ops Management - Operations Center Design & Implementation	5%	Manufacturer Published MSRP
Ops Management - Operations Strategy & Roadmap	5%	Manufacturer Published MSRP
Ops Management - Operations Transition Planning	5%	Manufacturer Published MSRP
Ops Management - Technology Architecture and Integration	5%	Manufacturer Published MSRP
Ops Management - Whiteboard Session	5%	Manufacturer Published MSRP
Project Management	5%	Manufacturer Published MSRP
Security - Business Continuity and Risk Assessment	5%	Manufacturer Published MSRP
Security - Information Security Policy Development	5%	Manufacturer Published MSRP
Security - Level III TCO – Security	5%	Manufacturer Published MSRP
Security - Penetration Testing	5%	Manufacturer Published MSRP
Security - Regulatory Compliance Assessment	5%	Manufacturer Published MSRP
Security - Security PDI	5%	Manufacturer Published MSRP

Security - Vulnerability Assessment	5%	Manufacturer Published MSRP
Security - Whiteboard Session	5%	Manufacturer Published MSRP

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- (v) disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of Cisco. Customer shall implement reasonable security measures to protect such trade secrets.

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Customer Records. Customer grants to Cisco and its independent accountants the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with this Agreement. In the event such audit discloses non-compliance with this Agreement, Customer shall promptly pay to Cisco the appropriate license fees, plus the reasonable cost of conducting the audit.

Export. Software and Documentation, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software and Documentation.

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78-3621-01J0

AMENDMENT NUMBER 1
TO
CONTRACT NUMBER DIR-SDD-233
BETWEEN
STATE OF TEXAS, ACTING BY AND THROUGH THE DEPARTMENT OF
INFORMATION RESOURCES
AND
SOUTHWESTERN BELL TELEPHONE L.P. DBA AT&T DATACOMM

This Amendment Number 1 to Contract Number DIR-SDD-233 ("Contract") is between the Department of Information Resources (DIR) and Southwestern Bell Telephone L.P. dba AT&T Datacomm ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. Appendix A, Section 3, **Definitions**, the following are hereby restated as follows:
 - A. **Customer/Lessee** – any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code
 - D. **Order Fulfiller/Lessor** – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order, pursuant to the Contract.
2. Appendix A, Section 13, **Leasing Provision**, is hereby restated as follows:

The parties to this Contract agree to the terms and conditions, as stated within Appendix E, Master Lease Agreement, attached hereto, that allow leasing of the Products identified in Section 3. Product and Service Offerings of the Contract in addition to purchase sales.
3. All other terms and conditions of the Contract, not specifically modified herein, shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 1 and finally Contract DIR-SDD-233.

This Amendment 1 is executed to be effective as of the date of last signature.

**Southwestern Bell Telephone L.P. dba
AT&T Datacomm**

**THE STATE OF TEXAS Acting by
and through the Department of
Information Resources**

By: Signature on File

By: Signature on File

Name: J.N. Shelgren

Name: Brian S. Rawson

Title: Regional Vice President

Title: Director of Service Delivery

Date: 9/7/2006

Date: 9/15/06

Legal: Signature on File

AMENDMENT NUMBER 2
TO
CONTRACT NUMBER DIR-SDD-233
BETWEEN
STATE OF TEXAS, ACTING BY AND THROUGH THE DEPARTMENT OF
INFORMATION RESOURCES
AND
SOUTHWESTERN BELL TELEPHONE L.P. DBA AT&T DATACOMM

This Amendment Number 2 to Contract Number DIR-SDD-233 ("Contract") is between the Department of Information Resources (DIR) and Southwestern Bell Telephone L.P. dba AT&T Datacomm ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Appendix A, Section 5.A, Technology Access Clause, As Required By §2157.005, Texas Government Code (Applicable to State Agency Purchases Only)** is hereby deleted in its entirety.

2. **Appendix A, Section 9.K, Overcharges** is hereby added as follows:

K. Overcharges

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

3. **Appendix A, Section 9.L, Prohibited Conduct** is hereby added as follows:

L. Prohibited Conduct

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

4. **Appendix C, Vendor's Historically Underutilized Businesses Subcontracting Plan** is hereby replaced in its entirety with the attached **Appendix C, Vendor's Historically Underutilized Businesses Subcontracting Plan**.

5. All other terms and conditions of the Contract, not specifically modified herein, shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number I, and finally Contract DIR-SDD-233.

This Amendment Number 2 is executed to be effective as of the date of last signature.

**Southwestern Bell Telephone L.P. dba
AT&T Datacomm**

**THE STATE OF TEXAS acting by and
through the Department of Information
Resources**

By: signature on file

By: signature on file

Name: J. N. Shelgren

Name: Cindy Reed

Title: Regional Vice President – Sales

Title: Interim Director of Service Delivery

Date: 5/23/2007

Date: 5/29/2007

Legal: signature on file