

NASPO ValuePoint

PARTICIPATING ADDENDUM**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

Master Agreement #: MA176

Contractor: T-Mobile USA, Inc.

Participating Entity: **STATE OF OREGON PA #1664**

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

1. Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement led by the State of Utah (Master Agreement No: MA176) (the "Master Agreement") for use by state agencies and other entities in the State of Oregon, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

Category 3: Turnkey Wireless and IoT Solutions offered as a Product

Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in **Categor(ies) 1, 2, 3A and 3C**, as more particularly described on Exhibit No. 2 attached hereto and made a part hereof. Exhibit No. 2 sets forth the Goods, Products and Services approved under this PA.

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

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

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

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

- (9) The Master Agreement (including the Master Agreement Order of Precedence established in Section 1 of Attachment A to the Master Agreement - NASPO ValuePoint Master Terms and Conditions); and
- (10) all other pamphlets, preprinted good, product or service descriptions, Contractor forms, Contractor ordering forms, agreements related to any specific product or service, or any terms and conditions found online and not set forth in this PA (the terms and conditions of this PA will control, as between Contractor and the Participating Entity in the event of a conflict between the terms contained this PA and the other Contractor information).

5. Administrative Fee and Reporting:

5.1 Vendor Collected Administrative Fee (VCAF):

5.1.1 Subject to Section 6.b of Attachment A to the Master Agreement, and pursuant to the process defined by DAS PS. Contractor shall submit a Vendor Collected Administrative Fee (VCAF), as directed by DAS PS. The VCAF is a charge equal to Two Percent (2.0%) of Contractor's gross total sales, less any credits and refunds, made to Purchasing Entities during the reporting period.

5.1.2 Contractor may show the VCAF fee as a separate line item charge to Purchasing Entities. Contractor's prices must reflect all Contractor's charges to Purchasing Entities. This does not affect Contractor's pricing adjustment rights under Section 6.b of Attachment A to the Master Agreement.

5.1.3 Contractor is responsible for timely payment of the VCAF, regardless of entity that actually reports or makes VCAF payment to DAS PS. The form of payment must be specifically approved by the Contract Administrator. Late payments from Contractor will accrue interest at the maximum rate permitted by law until such overdue amount shall have been paid in full.

5.1.4 DAS PS may, upon reasonable request during regular business hours, by itself or by a person authorized by it, audit Contractor's records and other pertinent data, to determine and verify the figures reported in any VSRs furnished by Contractor.

5.2 Volume Sales Report (VSR): Pursuant to the process defined by DAS PS, Contractor shall submit a Volume Sales Report (VSR), substantially in the form attached hereto as Exhibit No. 3, to DAS PS on a quarterly basis; the quarterly report is due no later than thirty (30) calendar days from the end of the quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) The VSR will contain:

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

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

6. Purchase Order Instructions:

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

6.2 DAS PS has awarded multiple Participating Addenda under this solicitation. State Agency Purchasing Entities must conduct a best value comparison process to select the contractor for award based upon various factors, including: cost, Product or Services availability, time of performance, or other factors. Purchasing Entity shall issue a request for quote to all Participating Addenda holders detailing the Goods, Product or Service needed and evaluation criteria, including: Goods, Product or Service availability, time for delivery or performance, costs, and any other factors.

Purchasing Entity shall award the Purchase Order to the contractor with the offer that is in the best interest of Purchasing Entity. Purchasing Entity's determination is final.

6.3 Threshold. Purchasing Entities that are agencies of the State of Oregon may issue Purchase Orders under this PA for any dollar amount without further delegation of procurement authority from DAS PS.

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

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

THIS PURCHASE IS PLACED AGAINST THE STATE OF OREGON MASTER AGREEMENT NO. MA176. THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE ASSOCIATED PA ENTERED INTO BY THE STATE OF OREGON, PA NO. 1664, APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

For purposes of clarification, and notwithstanding the order of precedence set forth in Section 4 above, the terms and conditions of this PA or the Master Agreement will not be modified or superseded by any terms and conditions in a Purchasing Entity-generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this PA and the Master Agreement.

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

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

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

Contractor

Name:	David Bezzant, Vice President of T-Mobile for Government.
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	480-638-2608
Fax:	N/A
Email:	david.bezzant@t-mobile.com

Participating Entity

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

9. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement and PA, the language in the Master Agreement and PA will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

10. Technology Evolution:

- a. In the normal course of technology evolution and enhancement, Contractor continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Contractor will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in this Participating Addendum to the contrary, Contractor reserves the right, in its sole discretion, after providing the notice set forth in subsection 10.b below, to: (a) migrate Participating Entity or a Purchasing Entity to a replacement technology as a result of any discontinuation of the Product, Service, network standard, or technology being replaced; or (b) discontinue any Product, Service, network standard, or technology without either Party being in breach of this Participating Addendum or the Master Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, network standard, or technology.
- b. If Contractor takes any action set forth in subsection 10.a above, Contractor will provide no less than 60 days' advance notice reasonably designed to inform Participating Entity or Purchasing Entity (if affected) of such pending action. The form of Contractor's notice may include providing written notice to any address (a) listed in the Participating Addendum for Participating Entity, (b) Contractor uses for billing, or (c) set forth in an Order. Participating

Entity and each Purchasing Entity agrees that such notice is reasonable and sufficient notice of Contractor's pending action.


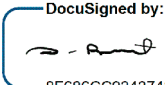

11. Pursuant to Amendment No. 2 of the Master Agreement, upon execution of this Participating Addendum, the Parties agree that the terms of any existing Participating Addendum(s) executed by Participating Entity under either: 1) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Contractor ("T-Mobile NASPO 1907 Agreement"); or 2) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Sprint Solutions, Inc., ("Sprint NASPO 1907 Agreement") will be governed under the terms of this Participating Addendum and Master Agreement No. MA176. Contractor and the Participating Entity agree that this Participating Addendum will supersede and replace any existing Participating Addendum(s) under either T-Mobile NASPO 1907 Agreement or Sprint NASPO 1907 Agreement ("Existing 1907 Participating Addendums") as of the Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of the Effective Date.

12. Entire Agreement:

12.1 Participating Entity. As to Contractor and Participating Entity, the PA, including the Master Agreement and all applicable Exhibits, Attachments, and Schedules thereto, constitutes the entire agreement between Contractor and Participating Entity on the subject matter hereof, and supersedes all prior agreements, oral or written. There are no understandings, agreements, or representations, oral or written, between these parties that are not specified in this PA. Subject to Contractor's right to amend the Master Agreement pursuant to Section 4 of Attachment A of the Master Agreement (i.e., with the written agreement of the Lead State), no waiver, consent, modification or change of terms of this PA binds either party unless in writing and signed by both Contractor and the Participating Entity and all necessary State approvals have been obtained in writing. Such waiver, consent, modification or change, if made is effective only in the specific instance and for the specific purpose given. The failure of the Participating Entity to enforce any provision of this PA does not constitute a waiver by the Participating Entity of that or any other provision.

12.2 Purchasing Entity. As to Contractor and a Purchasing Entity, the applicable Purchase Order (subject to Section 6.5 of this PA), the PA, the Master Agreement and all applicable Exhibits, Attachments, and Schedules thereto, constitute the entire agreement between Contractor and Purchasing Entity on the subject matter thereof, and supersedes all prior agreements, oral or written. Except as expressly permitted in Exhibit No. 1, no Purchasing Entity has any authority or right to waive, consent, modify or change of terms of the PA and no such waiver, consent or modification or change binds either party. The failure of the Purchasing Entity to enforce any provision of the Purchase Order (subject to Section 6.5 of this PA) does not constitute a waiver by the Purchasing Entity of that or any other provision.

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

Participating Entity: STATE OF OREGON, acting by and through the Department of Administrative Services	Contractor: T-Mobile USA, Inc.
Signature: 	Signature:  8F686CC9343743C...
Printed Name: Lori Nordlien	Printed Name: David Bezzant
Title: Procurement Services Manager	Title: vice president
Date: 3/30/2021	Date: 3/29/2021
	FEID: 91-1983600
	Oregon Tax ID: 91-1983600
Participating Entity: STATE OF OREGON, acting by and through the Office of the State Chief Information Officer	Approved pursuant to ORS 291.047
Signature: 	By: Karen Johnson, via email
Printed Name: Terrence Woods	Assistant Attorney General
Title: State CIO	Date: 3/25/2021
Date: 03/30/2021	

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

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

PA@naspovaluepoint.org

To support documentation of participation and posting in appropriate databases

DocuSigned by:
 3/29/2021
8D4B265A13B2480...
T-Mobile Legal Approved

EXHIBIT NO. 1
State of Oregon PA #1664
to NASPO Master Agreement No. MA-176

State of Oregon Specific Terms and Conditions (“Oregon Terms”)

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

“**Acceptance**” has the meaning assigned to it in Section 5 of these Oregon Terms.

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

“**Calendar Day**” means contiguous days.

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

“**Contractor**” means T-Mobile

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

“**Corporate Responsible Account Definition**” Corporate Responsible Accounts (“CRU”) are accounts for end users of the Master Agreement.

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

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

“**Master Agreement**” means the NASPO Master Agreement No. MA176 between Contractor and the State of Utah, on behalf of the member states of the National Association of State Procurement Officials, NASPO ValuePoint, and its attachments, and which serves as the underlying agreement and basis for Contractor and Participating Entity to execute the PA.

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

“**PA**” or “**PA**” means the agreement between the Participating Entity and Contractor to which these Oregon Terms are attached as Exhibit No. 1 and includes: the Master Agreement and the PA together with all applicable exhibits to both (including, without limitation, these Oregon Terms), Attachments, Schedules, and, as applicable, any amendments made in accordance with Section 32 of these Oregon Terms and which sets forth the terms, conditions, and requirements pursuant to which Purchasing Entities may buy, and Contractor shall provide, the Goods or Products and Services.

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

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

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

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

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

“State” means the State of Oregon.

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

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

“Work Product” means every invention, discovery, work of authorship, trade secret, or other tangible or intangible item and all Intellectual Property rights therein that Contractor is required to deliver to Purchasing Entity pursuant to the Services.

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

3. Goods, Products and Services: Specifications; Performance Standards. Contractor shall deliver all Goods, Products, and Services in accordance with the specifications set forth in this Section 3 (“Specifications”).

3.1. New, Used, and Remanufactured Goods or Products. If applicable Unless specified otherwise in a Purchase Order, Contractor shall deliver only those Goods or Products that are new and unused.

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

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

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

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

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

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

3.3.3. Vendor Management Program. In addition to any performance monitoring or vendor relations activities conducted by DAS PS or Purchasing Entities, Enterprise Information Services Vendor Management Program will perform vendor management activities as described below. Each Contractor that enters into a Basecamp Price Agreement (BPA) will be required to participate in the EIS' Vendor Management Program, which is described generally in this section. Some of the Vendor Management activities described in this section related to agreed upon service levels, which will be set forth in each BPA, along with specific remedies for failing to meet those service levels. Other activities, while not corresponding to specific contractual requirements, will require each contractor to participate in vendor management meetings with the EIS staff, but do not correspond to specific contractually agreed upon remedies.

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

3.3.3.1. Data Transparency

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

3.3.3.2. Performance Measurement

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

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

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

3.3.3.3. Due Diligence Review

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

3.3.3.4. Performance Management

a. Successful contractors engage in regularly recurring business and performance reviews in which a balanced scorecard is reviewed, and any necessary performance improvement plans are drafted.

b. Successful contractors engage with vendor management to discuss opportunities for greater alignment of operations to improve core outcomes.

3.3.3.5. Issue Resolution

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

4. Delivery of Goods or Products.

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

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

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

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

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

5. Acceptance, Rejection and Revocation of Acceptance of Goods or Products.

5.1. Acceptance of Goods or Products. Purchasing Entities shall have 30 Calendar Days after either (a) the date of delivery, or (b) if required, the date of installation, to conduct an inspection of the Goods or Products. If a Purchasing Entity does not provide written notice of Acceptance or Rejection of the Goods or Products to Contractor within the 30 Calendar Days after, as applicable, the date of delivery or date of installation, of the Goods or Products, the Purchasing Entity will be deemed to have "Accepted" the Goods or Products.

5.2. Acceptance of Services. Unless otherwise agreed, within ten (10) Business Days following Contractor's delivery of Services or Deliverables, or both, Purchasing Entity will review the Services and Deliverables to determine whether the Services and Deliverables meet the Purchase Order requirements. If Purchasing Entity determines that the Services and Deliverables does not meet the Purchase Order requirements, Purchasing Entity will notify Contractor to resolve the matter.

If Purchasing Entity determines that the Services or Deliverables, or both, do not meet the Purchase Order requirements, Purchasing Entity will notify Contractor of Purchasing Entity's rejection. Within ten (10) Business Days following Contractor's receipt of Purchasing Entity's rejection notice, Contractor shall revise and redeliver to Purchasing Entity the rejected Services or Deliverables at Contractor's sole expense to ensure that the Services or Deliverables meet the Purchase Order requirements as determined by Purchasing Entity. Purchasing Entity will thereafter review of the revised Services or Deliverables and notify Contractor of Purchasing Entity's acceptance or rejection within a ten (10) Business Days following Purchasing Entity's receipt of Contractor's revised Services or Deliverables. This process is an iterative process.

Contractor's failure to deliver Services or Deliverables that meet the specifications and performance standards after Purchasing Entity's second review may constitute a default by Contractor, if Purchasing Entity chooses not to allow Contractor any further attempts to revise and redeliver the Services or Deliverables, or both. Upon such default, Contractor shall refund to Purchasing Entity all amounts paid by Purchasing Entity for the Deliverables or the Services related to such Deliverables. All such refunds are in addition to, and not in lieu of, any other remedies Purchasing Entity may have for Contractor's default.

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

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

5.5. Business Continuity Management and Disaster Recovery. Contractor maintains a business continuity and disaster recovery program designed to mitigate potential risks to its Goods, Products and Services. In the event of a disaster that poses risks to the applicable Goods, Products, and Services provided to a Purchasing Entity, Contractor will implement its business continuity and disaster recovery plans.

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

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

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

7. Invoices and Payment Provisions.

7.1. Invoices. Contractor may invoice Purchasing Entities upon delivery of Goods, Products, or Service Acceptance. Invoices will be available for view and download on Contractor provided customer portal. All invoices must include all of the following information:

1. Applicable Purchase Order Number
2. Price/rate charged for Services
3. Total Price invoiced
4. Address to which payment must be remitted

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

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

1. Credit Card:
VISA: X
Master Card: X
Other Credit Cards: (Discover, American Express)
2. Direct Deposit (e.g., ACH), Electronic Funds Transfer (EFT) or
3. Check

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

- 7.3.1. Allow each Purchasing Entity to view, download, and print its individual invoicing and payment history for up to 18 months;
- 7.3.2. Allow each and all Purchasing Entities to:
 - 7.3.2.1. Pay one invoice by phone in one single transaction using a credit card;
 - 7.3.2.2. Conduct searches of invoices issued by Contractor including the ability to search by BAN by invoice date;
 - 7.3.2.3. Review invoice and payment activity, including credits, adjustments, and amounts due and past-due;
 - 7.3.2.4. View, print, and export invoices/reports using a variety of common formats such as pdf. or csv.
- 7.3.3. Dispute invoices.

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

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

9.1. Excluded from Confidential Information. Confidential Information does not to include information that (i) is or becomes (other than by disclosure by Contractor) publicly known; (ii) is furnished by the Purchasing Entity to others without restrictions similar to those imposed by this PA; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this PA; (iv) is obtained from a source other than the Purchasing Entity without the obligation of confidentiality, (v) is disclosed with the prior written consent of the Purchasing Entity; or (vi) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

9.2. Non-Disclosure. Contractor, its employees, agents, and subcontractors shall hold Confidential Information in confidence, using the highest standard of care applicable, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to the Purchasing Entity hereunder, and shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this PA, and Contractor will at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Contractor shall not at any time during or

after the term of this PA and any Purchase Order, except as directed by Purchasing Entity disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this PA, and that upon termination of this PA or at Purchasing Entity's request, Contractor shall deliver to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing and unless otherwise specified in this PA, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of performance of the Services.

9.3. Ownership of Purchasing Entity Data. Purchasing Entity owns all Purchasing Entity Data, including Purchasing Entity Data that is Work Product or that is otherwise created by or resulting from the Services. Contractor hereby irrevocably assigns to Purchasing Entity any and all of its rights, title, and interest in all Purchasing Entity Data, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Purchasing Entity's reasonable request, Contractor shall execute such further documents and instruments to fully vest such rights in Purchasing Entity.

In addition, Contractor shall retain Purchasing Entity Data as directed by Purchasing Entity and upon Purchasing Entity's request, Contractor shall deliver any and all Purchasing Entity Data to Purchasing Entity within Five (5) Business Days of Purchasing Entity's written request.

9.4. Oregon Information Security; Data Protection.

9.4.1. Physical Safety, Environmental and Security Procedures. Contractor will maintain and enforce at the locations at which Contractor provides services under this PA or any Purchaser Order Contractor's standard physical safety, environmental and security procedures that are at least equal to the Security Standards (defined below). When providing any services under this PA or a Purchase Order, Contractor will comply with all the rules and regulations established by the State of Oregon for access to and activities in and around premises controlled by the State of Oregon.

9.4.2. Information Security Standards. Contractor acknowledges that the State of Oregon has established minimum levels of security for all data and information processed, transmitted or otherwise used by DAS PS in connection with this PA and each Purchase Order, whether it is submitted to, directly or indirectly, or accessed or accessible by Contractor pursuant to Contractor's performance hereunder, including without limitation, Personal Information (as defined in Section 9.5), data concerning DAS PS or Purchasing Entity's employees or clients, and information provided to Contractor by DAS PS or an Purchasing Entity related to DAS PS or the Purchasing Entity or its information systems and operations, and all metadata associated with the foregoing and other Confidential Information of DAS PS or Purchasing Entities or their customers or clients residing in or accessed by the Services (collectively, "Protected Data").

9.5. Personal Information.

9.5.1. Contractor shall not breach or permit breach of the security of any Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control under this PA. Contractor shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such Personal Information. Contractor shall not use, distribute or dispose of any Personal Information other than expressly authorized in writing by Purchasing Entity, required by applicable law, or required by an order of a tribunal having competent jurisdiction.

9.5.2. Contractor shall promptly report to Purchasing Entity any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains Personal Information to which the Contractor receives access, possession, custody or control in the performance of this PA and any Purchase Order.

9.5.3. Contractor shall require the compliance of its employees, agents, and subcontractors with this Section 9.5.

9.6. Reserved.

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

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

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

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

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

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

provisions of the Master Agreement, Contractor represents and warrants to each Purchasing Entity that:

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

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

11.3. Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance, regulation, or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of Services or Goods or Products, and Contractor's provision of the Services or Goods or Products shall not violate any such law, ordinance, regulation, or order;

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

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

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

11.7. All Goods or Products are free and clear of any liens or encumbrances, and Contractor has full legal title to such Goods or Products, and no other person has any right, title or interest in the Goods or Products which is superior to or infringe upon the rights granted to a Purchasing Entity hereunder;

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

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

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

11.11. Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor

and Contractor's employees and any authorized subcontractors provide the Goods or Products and perform the Services described in this PA in accordance with the highest standards prevalent in the industry or business most closely involved in providing the Goods, Products and Services and Contractor shall, at all times during the term of this PA and any Purchase Order, be qualified, professionally competent, and duly licensed to provide the Goods or Products and perform the Services;

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

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

Warranties Cumulative. The warranties set forth in this Section 11 are in addition to, and not in lieu of, any other warranties provided in the Master Agreement. All warranties provided in this PA are cumulative and will be interpreted expansively so as to afford Purchasing Entity the broadest warranty protection available.

12. Compliance with Applicable Law.

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

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

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

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

General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or Purchasing Entity under this PA or Purchase Order or any other provision of law.

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

13. Compliance with Tax Laws. Contractor shall, throughout the Term of this PA, comply with all tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon. Any violation of this Section or of Contractor's warranty in Section 11 constitutes a material breach of this contract. Any violation of this Section or Section 11 entitles Purchasing Entity to terminate a Purchase Order and further entitles the Participating Entity to terminate this PA and for each of them to pursue and recover damages that arise from the breach and the termination of this PA or, as applicable, a Contract made pursuant to a Purchase Order, and to pursue all other remedies available under this PA, at law, or in equity.

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

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

15. Indemnities.

15.1. General Indemnity. Contractor will defend, save, hold harmless and indemnify a Purchasing Entity and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, settlements, costs and expenses, including attorneys' fees, of any nature whatsoever resulting from, Contractor or its officers, employees, subcontractors or agents' gross negligence, willful misconduct or omissions in connection with the performance of the Services.

15.2. Infringement Indemnity. T-Mobile, at its sole expense, will indemnify a Purchasing Entity and the State of Oregon against any damages that arise from a claim by a third party that the Service infringes any patent, copyright, or trademark, or misappropriates a trade secret, under the laws of the United States ("**Claim**"), subject to the following: (a) T-Mobile is given prompt notice of such claim; (b) in any action, suit, or proceeding involving a Claim, T-Mobile, at its option, will either (i) procure the right for a Purchasing Entity and the State of Oregon to continue using the Service, (ii) make such alterations, modifications or adjustments to the Service so that the accused Service becomes non-infringing without incurring a material diminution in performance or function, or (iii) replace the Service with a non-infringing substantially similar substitute; and (c) T-Mobile shall have no liability or obligations for a Claim pursuant to this Section to the extent that such Claim results

from (i) modifications to the Service made by a party other than T-Mobile; (ii) the combination, operation or use of the Service with other service or products, (iii) use of the Service outside the scope of the Agreement, (iv) T-Mobile's or its agent's customization of the Service based on designs, plans, instructions, specifications, diagrams or the like, provided by a Purchasing Entity and the State of Oregon, or (v) a Purchasing Entity and the State of Oregon's failure to use all applicable enhancements and upgrades to the Service, if the claim would not have occurred but for such failure.

16. Control of Defense and Settlement. The State of Oregon may, at its election assume its own defense and settlement in the event that the State of Oregon determines that (a) Contractor is prohibited from defending the State of Oregon, (b) is not adequately defending the State of Oregon's interests, or (c) that an important governmental principle is at issue and the State of Oregon desires to assume its own defense. The State of Oregon will assume the costs and expenses of its own defense under subsection (c) of the foregoing sentence.

17. Events of Default.

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

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

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

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

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

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

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

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

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

18. Remedies for Default.

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

- 18.1.1. Terminate the PA in accordance with Section 19 of these Oregon Terms;
- 18.1.2. With respect to a breach of Section 18, (a) exercise the right of set-off, and withholding amounts due and owing to Contractor, in an amount equal to the Purchasing Entity's setoff right, without penalty and (b) initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Purchasing Entity may recover any and all damages suffered as the result of Contractor's breach of this PA, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services or Goods or Products, or both; and
- 18.1.3. Exercise any or all of the tax compliance remedies set forth in Section 13 above of these Oregon Terms.

18.2. Purchasing Entity Remedies. In the event Contractor is in default of a Purchase Order under Section 18 of these Oregon Terms, the Purchasing Entity to the applicable Purchase Order may at its option, pursue any or all of the remedies available to it under the PA and at law or in equity, including, without limitation:

- 18.2.1. Termination of the applicable Purchase Order;
- 18.2.2. Withholding or offsetting payment for erroneous invoices for the Services that Contractor is obligated but has failed to perform in accordance with this PA, including warranties in Section 11;
- 18.2.3. Exercise of its right of setoff against the compensation invoiced and due to Contractor under the applicable Purchase Order;
- 18.2.4. With respect to a breach of Section 17, (a) exercise the right of set-off, and withholding amounts due and owing to Contractor, in an amount equal to the Purchasing Entity's setoff right, without penalty and (b) initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Purchasing Entity may recover any and all damages suffered as the result of Contractor's breach of the applicable Purchase Order, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services, Goods or Products; and
- 18.2.5. Exercise any or all of the tax compliance remedies set forth in Section 13 above of these Oregon Terms.

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

- 18.3.1. If it is determined for any reason that Contractor was not in default under Section 17 above of these Oregon Terms, the rights and obligations of the Contractor and Participating Entity will be the same as if the PA was terminated pursuant to Section 19 below of these Oregon Terms.
- 18.3.2. If it is determined for any reason that Contractor was not in default of a Purchase Order under Section 17 above of these Oregon Terms, the rights and obligations of the Contractor and Purchasing Entity will be the same as if the Purchase Order was terminated pursuant to Section 20 below of these Oregon Terms.

18.4. Contractor Remedies. In the event a Purchasing Entity (a) terminates a Purchase Order pursuant to Section 19 below of these Oregon Terms, or (b) is in default under Section 17 of these Oregon Terms and regardless of whether Contractor elects to exercise its right to terminate a Purchase Order under Section 19 below of these Oregon Terms, Contractor's sole monetary remedy will be a claim for any unpaid invoices for the Goods or Products or Services completed, delivered and Accepted. Contractor expressly waives early termination fees for Services, if any, provided Purchasing Entity returns all device(s) to Contractor within thirty (30) Calendar Days of the notice of termination or such other date as agreed to by the parties. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall promptly pay any excess to Purchasing Entity after receipt of written demand. The termination or expiration of the Master Agreement or Oregon Participating Addendum shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.

19. Term and Termination of PA.

19.1. Term of PA. The term of this Participating Addendum shall be co-terminus with the NASPO ValuePoint Master Agreement MA-176. This PA remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this PA in accordance with its terms.

19.2. Termination of PA.

19.2.1. Participating Entity and Contractor may agree to terminate this PA upon at least 30 days prior written agreement. The termination or expiration of the Master Agreement or Oregon Participating Addendum shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.

19.2.2. Participating Entity may terminate this PA, in whole or in part, at any time upon thirty (30) days prior written notice to Contractor. The termination or expiration of the Master Agreement or Oregon Participating Addendum shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.

19.2.3. Participating Entity may also terminate this PA, in whole or in part, immediately upon written notice to Contractor, or at such later date as Participating Entity may establish in such notice, for any reason, or upon the occurrence of any of the following events:

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

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

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

19.3. Stop Performance Upon Termination. Upon receipt of written notice of termination, Contractor will stop performance under all Purchase Orders as directed by Participating Entity.

19.4. Remedies Not Exclusive. Termination under any provision of this PA does not extinguish or prejudice the Participating Entity's right to enforce this PA or a Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the Participating Entities to indemnification by Contractor. If this PA, is so terminated, the Participating Entity will pay Contractor in accordance with the terms of this PA.

20. Term and Termination of Individual Purchase Orders.

20.1. Term of Individual Purchase Orders. An Individual Purchase Order will remain in effect until the expiration or termination of the Purchase Order in accordance with its terms. The termination or expiration of the Master Agreement or Oregon Participating Addendum shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.

20.2. Termination of a Purchase Order.

20.2.1. Any Purchase Order may be terminated at any time by mutual written consent of Purchasing Entity and Contractor.

20.2.2. Any Purchasing Entity may, at its sole discretion, terminate, in whole or in part, any Purchase Order such Purchasing Entity has entered into with Contractor upon 30 days prior written notice to Contractor. The termination or expiration of the Master Agreement or Oregon Participating Addendum shall in no way relieve any individual entity from its obligations to any product.

20.2.3. Any Purchasing Entity may terminate in whole or in part, any Purchase Order such Purchasing Entity has entered into with Contractor immediately upon written notice to Contractor, or at such later date as Purchasing Entity may establish in such notice, upon the occurrence of any of the following events:

20.2.3.1. Purchasing Entity fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for the Goods or Products or Services, or both, to be purchased under a Purchase Order;

20.2.3.2. Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of Goods or Products or Services, or both, under a Purchase Order is prohibited or Purchasing Entity is prohibited from paying for such Goods or Products or Services, or both, from the planned funding source; or

20.2.3.3. Contractor commits any material breach of the Purchase Order.

20.2.4. Contractor may terminate a Purchase Order if a Purchasing Entity is in default under Section 20 of these Oregon Terms.

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

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

Limitation of Liability
For Contractor Claims:

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

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

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

22. Notices.

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

22.2. To Participating Entity. Any formal communications between Contractor and Participating Entity or notices to be made under the PA shall be given to the Contract Administrator identified in Section 24.3 of the PA:

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

Name: David Bezzant

Title: Vice President, T-Mobile For Government

Address: c/o T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006

Phone: (425) 383-4000

For Legal Notice – send a copy to:

Legal Department – Sales & Distribution, T-Mobile USA, Inc.
12920 SE 38th Street, Bellevue, WA 98006

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

22.4.1. via U.S. Postal Services, postage pre-paid, shall be effective 5 Business Days after mailing;

22.4.2. via personal delivery shall be effective upon actual delivery;

22.4.3. via express parcel or other express commercial carrier, fees pre-paid, shall be effective within two Business Days after placing with such carrier.

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

24. Jurisdiction and Venue.

24.1. Participating Entity and State Agency Purchasing Entities. Any claim, action, suit or proceeding (individually and collectively, “Claims”) between Contractor and the Participating Entity, or between Contractor and any Purchasing Entity that is a State Agency, that arises from or relates, as applicable, to this PA or a Purchase Order, or both, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY

EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF A PURCHASE ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity based on the eleventh amendment to the Constitution of the United States or otherwise, with respect to any Claim, whether brought under State or Federal law, or in State or Federal Court.

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

25. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this PA, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the PA. A Purchasing Entity may withhold final payment under a Purchase Order until Contractor has provided the Oregon Department of Revenue with the required information.

26. Independent Contractor. Contractor shall act at all times as an independent contractor and not as an agent or employee of a Purchasing Entity or the Participating Entity. Contractor has no right or authority to incur or create any obligation for or legally bind Purchasing Entity or the Participating Entity in any way. Contractor is not an "officer", "employee", or "agent" of any Purchasing Entity or the Participating Entity (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither Contractor, Purchasing Entity, or the Participating Entity shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

27. Access to Records. Contractor will maintain all fiscal records relating to any and all Purchase Orders and the PA, in accordance with generally accepted accounting principles and will maintain any other records relating to Purchase Orders and the PA in such a manner as to clearly document Contractor's performance thereunder. Contractor agrees that the relevant books and records for Work provided under the Contract shall be subject, during Contractor's normal business hours, to inspection. Auditors shall provide Contractor with reasonable prior written notice and a detailed request of specifics. In the event that on-site examination is requested, documents shall be examined Contractor's corporate location in Bellevue, WA or other locations where such documents are maintained. Audits may be conducted by at Purchasing Entity's sole cost and expense. Any third party auditor action on behalf of Purchasing Entity shall be subject to prior approval by Contractor. In the case or multiple audits, records available for auditing shall be limited to records for the period of time since the last performed audit of that type of records.

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

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

and remedies provisions survive the termination or expiration of, as applicable, the PA or applicable Purchase Order.

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

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

32. Subcontracts and Assignment. Contractor does not intend to subcontract any of the Services under this PA. Contractor may not assign or transfer any of its interest in this PA without the Participating Entity's prior written consent (which consent will not unreasonably be withheld). Notwithstanding the foregoing or any other provision to the contrary in this PA, Contractor may subcontract or assign (but only an assignment in connection with (a) a reorganization of T-Mobile following a merger or acquisition, or (b) the sale of a business unit, division or line of business thereof) in whole or in part its rights or duties under this PA, without the consent of Participating Entity, provided however Contractor shall provide Participating Entity with notice of such subcontract or assignment within thirty (30) days after such subcontract or assignment.

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

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

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

EXHIBIT No. 2
GOODS, PRODUCTS AND SERVICE

Category 1:

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

Category 2:

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

Category 3:

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

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



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



This form is intended to help the state effectively evaluate the addition of new services to the existing agreements. This form is to be completed in its entirety and submitted by one of our three vendors: Verizon, AT&T or T-Mobile. Incomplete or incorrectly completed forms will be rejected.

Date: _____

Attention _____, Contract Administrator State of Oregon Procurement Services.

State of Oregon Participating Addendum # _____ based on NASPO ValuePoint Master

Service Agreement with _____ ("Contractor").

Action Requested:

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

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



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

Organization Name:

Contact Name:

Contact Email Address:

PRODUCT NAME:

PRODUCT OVERVIEW:

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

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



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




NEW PRODUCT TERMS AND CONDITIONS.

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

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

COST

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

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

APPROVAL:

Upon submission, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that the State of Oregon reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. The State of Oregon also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of the State of Oregon.

Upon submission of this form the State of Oregon will evaluate and determine if the addition of the product(s) and/or service(s) are consistent with it's interests.

Vendor Representative Name: _____

Title/Position: _____

Email Address: _____

Phone Number: _____

EXHIBIT No. 3

**VENDOR COLLECTED ADMINISTRATIVE FEE (See PA Section 5) AND
VOLUME SALES REPORT TEMPLATE (See Excel Report)**

**EXHIBIT No. 4
PURCHASE ORDER FORM**


	STATE OF OREGON	PURCHASE ORDER (PO) NO.	PAGE #		
Purchasing Entity's Authorized Representative		Purchase Order Date	Requisition No.		
Contractor Name and Address		Purchasing Entity's Invoicing Address			
Contractor FEIN	Price Agreement number	Purchasing Entity's Authorized Representative Email Address			
Deliver to Address		Purchasing Entity's Authorized Representative Phone and Fax Number			
		Delivery Schedule or Delivery Date			
Item	Description	Quantity	U/M	Unit Price	Net Price
				Sub Total	
				Freight	
				Total	
<p>This Purchase Order is subject to Master Agreement MA-176-1 and PA #1664. The terms and conditions contained in the PA apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.</p> <p>Purchasing Entity's Authorized Representative to Make Purchase DATE</p>					

EXHIBIT 5

PERFORMANCE STANDARDS AND METRICS

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

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

<p>PM#4302: The State of Oregon desires to work with Contractors who provide timely response to Purchasing Entities' requests</p>	<p>Purchasing Partners generally receive a response within 2 business days of a request as indicated by a response of greater than 3 out of 5.</p>	<p>Exceeds Expectations: $x \geq 4.0$ Satisfactory: $3.0 < x < 4.0$ Unsatisfactory: $x \leq 3.0$</p>	<p>Calculation: Y = Mean response value over a rolling 4 periods <i>Figures are rounded to the nearest single decimal place.</i> Sample Survey Question: "When making a request about project related work, submitting a ticket, or reporting a problem, staff from [COMPANY] generally respond within 2 business days" (99: Too Early to Measure 1: Never, 5: Always)</p>
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SPECIFIC METRICS AND PERFORMANCE STANDARDS FOR THIS PA:			
Performance Objective	Performance Standard	Performance Levels	Method Of Measurement
<p>PM#3303: The State of Oregon desires to work with Contractors who provide quality work when they estimate work will be completed</p>	<p>On average, deliverables are submitted when they are due</p>	<p>Exceeds Expectations: $x < -1.0$ Satisfactory: $-1.0 \leq x \leq 0.0$ Unsatisfactory: $x > 0.0$</p>	<p>Calculation: Y = Mean of: (Deliverable submission date – Deliverable due date) In number of days Figures are rounded to the nearest single decimal place</p>
<p>IaaS/PaaS: PM#3101: The State of Oregon desires to work with vendors who provide the ability to Purchasing Entities to utilize systems 24/7/365 days a year.</p>	<p>Systems Utilized by the State of Oregon for Infrastructure and Platform Services have a measured system availability of 99.95%</p>	<p>Exceeds Expectations: $\geq 99.99\%$ Satisfactory: $99.95\% \leq x < 99.99\%$ Unsatisfactory: $<99.95\%$</p>	<p>Y = (Agreed Service Time (in minutes) – Amount of recorded downtime (in minutes)) / Agreed Service Time (in minutes) Agreed Service Time is defined as total minutes within review period minus scheduled maintenance. Figures are rounded three decimal places</p>
<p>IaaS/PaaS: PM#3102: The State of Oregon desires stable and reliable systems and services with short downtimes.</p>	<p>Providers utilized by the State of Oregon will on average see service disruptions last no more than 60 Minutes.</p>	<p>Exceeds Expectations: $\leq 30.0 \text{ minutes}$ Satisfactory: $30.0 \text{ minutes} < x \leq 60.0 \text{ minutes}$ Unsatisfactory: $> 60 \text{ minutes}$</p>	<p>Y = (Sum of the date/time of service restoration – the date/time of service degradation) / Total number of degradation events Figures are rounded to the nearest single decimal place</p>
<p>SaaS: PM#5101: The State of Oregon desires our Purchasing Entities to have confidence that vendors provide timely solution delivery.</p>	<p>Contracted SaaS providers deliver licenses to customers within 2 business days of an order being placed.</p>	<p>Exceeds Expectations: ≤ 1.0 Satisfactory: $1.0 < x \leq 2.0$ Unsatisfactory: >2.0</p>	<p>Y= The Sum of the (date delivered – the date of purchase) / number of orders delivered.</p>

NON-CORE MEASUREMENTS RECORDED BY BASECAMP:			
Performance Objective	Performance Standard	Performance Levels	Method of Measurement
PM#9901: The State wants visibility into the utilization of its price agreements.	NON-CORE: No Defined Standard		Calculated as the count of agencies and Purchasing Entities over the life of the agreement.
PM#9902: The State wants visibility into the utilization of its price agreements.	NON-CORE: No Defined Standard		Calculated as the count of engagements over the life of the agreement.
PM#9903: The State of Oregon wants visibility on the utilization of its price agreements.	NON-CORE: No Defined Standard		Calculated as the total dollars expended over the life of the price agreement.
PM#9904: The State of Oregon desires to partner with and promote firms who hold Certification from the Office of Business Inclusion and Diversity (http://www.oregon4biz.com/How-We-Can-Help/COBID/) Basecamp also wishes to extend opportunities to firms who are certified in other states or by a federal entity in certifications of Minority, Women, Emerging/Small, and/or Disadvantaged Business enterprises. (Noted with an asterisk)	NON-CORE: No Defined Standard		Flag: <ul style="list-style-type: none"> • Oregon Certified: Certified in the State of Oregon • Other Certified: [Listed certifications] • Not Certified

Exhibit 6 INSURANCE

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit 6 prior to performing under this Contract, and shall maintain it in full force and at its own expense throughout the duration of this Contract, and as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage must be primary and non-contributory with any other insurance and self-insurance for claims arising out Contractor's negligent acts or willful misconduct. Contractor shall pay for all of its own deductibles, self-insured retention and self-insurance, if any.

1. INSURANCE REQUIRED.

1.1 Workers' Compensation & Employers' Liability.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and require and ensure that each of its out-of-state subcontractors complies with these requirements.

1.2 Professional Liability.

Contractor shall provide Technology Errors & Omissions insurance in an amount of not less than \$5,000,000 per claim covering Contractor's liability arising from acts, errors or omissions in rendering or failing to render computer or information technology services, including the failure of technology products to perform the intended function or serve the intended purpose as set forth in this Contract. This insurance must include coverage for violation of intellectual property rights including trademark and software copyright, privacy liability, the failure of computer or network security to prevent a computer or network attack, misrepresentations, and unauthorized access or use of computer system or networks. This insurance must also include coverage for unauthorized disclosure, access or use of Agency Data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format. Coverage must extend to Business Associates (if applicable) and independent contractors providing Services on behalf of or at the direction of Contractor.

1.3 Commercial General Liability.

Contractor shall provide Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage, in each case arising out of Contractor's negligence, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate.

1.4 AUTOMOBILE LIABILITY INSURANCE.

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

2. EXCESS/UMBRELLA INSURANCE.

A combination of primary and excess/umbrella insurance may be used to meet the required limits of underlying liability insurance.

3. ADDITIONAL INSURED.

The Commercial General Liability, and Automobile Liability insurance required under this Contract must include an additional insured endorsement (may be satisfied by a Blanket Additional Insured Endorsement) specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations but only with respect to Contractor's activities under this Contract. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

4. TAIL COVERAGE.

If any of the required insurance is on a claims-made basis and does not include an extended reporting period of at least 24 (twenty-four) months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Contract, for a minimum of 24 (twenty-four) months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) The expiration of all Warranty Periods provided under this Contract.

5. CERTIFICATE(S) AND PROOF OF INSURANCE.

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods or performing any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured as specified in this exhibit. In the event of a claim giving rise to a question of coverage, Agency has the right to request copies of the subject insurance policies and endorsements giving rise to such claim relating to the insurance requirements in this Contract.

6. NOTICE OF CHANGE OR CANCELLATION.

Contractor or its insurer must endeavor to provide at least 30 (thirty) Calendar Days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

7. INSURANCE REQUIREMENT REVIEW.

Contractor agrees to periodic review of insurance requirements by Agency under this Contract and to meet updated requirements as agreed upon by Contractor and Agency. Any change in coverage or limits must be mutually agreed to by the Parties by Amendment to this Agreement.

Exhibit 7**INFORMATION SECURITY EXHIBIT**

Contractor shall maintain through-out the term of the PA security procedures that conform with industry best practices and requirements ("**Industry Best Practices**"), including but not limited to the following requirements: Contractor shall follow best practice security standards and guidelines in alignment with the NIST rev 5, Cyber Security Framework. Contractor shall institute and maintain security measures in order to accomplish the following objectives:

1. Building and Maintaining a Secure Network

- (a) Installing and maintaining a network with technical and organizational measures designed to keep it secure.
- (b) Policy requiring that default vendor passwords be changed before installing any system.
- (c) Protecting Contractor Internal Systems on a 24X7 basis.

2. Protecting Confidential and Proprietary Data

- (a) Cryptographic controls that align with the NIST cybersecurity framework are in place.
- (b) Implementing appropriate levels of traffic and data encryption relative to the classification of the data being protected, and with a process to review new, existing, outdated, and compromised encryption methodologies.
- (c) Written information security policies that provide for the classification of Customer Data based upon its sensitivity and the implementation of controls commensurate with that risk, which may include:
 - (i) Encryption of Customer Data at rest; and
 - (ii) Encryption of Customer Data when transmitted across open, public networks.
- (d) Conducting background checks consistent with applicable law.
- (e) Implementing appropriate data privacy, cybersecurity and information security training to Contractor employees, contractors, and agents.
- (f) Requiring employees and contractors to comply with information security policies and procedures.
- (g) Implementing physical security controls for each computer room, data center and other physical areas with systems that may contain confidential data.
- (f) Ownership of Protected Purchasing Entity Information. As between the Purchasing Entity and Contractor, Protected Purchasing Entity Information is and will remain the exclusive property of the Purchasing Entity and, as applicable, its third party providers and licensors. Nothing contained in this PA or Purchase Order shall be construed as granting or conferring any right, title or interest in any Protected Purchasing Entity Information, patent, trademark, copyright, other proprietary right, or asset that is now or subsequently owned by the Purchasing Entity, regardless of whether such information, proprietary right, or asset is transferred to, installed on, stored, or processed through Contractor's equipment, hardware, or software.

3. Maintaining a Vulnerability Management Program

- (a) Implementing network security design, implementation, and operational standards, which include a variety of leading-edge technologies and best-practice methodologies.
- (b) Maintaining secure systems and applications that conform to industry best practice and standards including, without limitation, regular (by way of example, semi-annual penetration testing for cardholder data ("PCI"), annually for remote access platforms) penetration testing and vulnerability scanning on systems and applications, designed to assess the effectiveness of such security.

- (c) Maintaining a patch management process.
- (d) Scheduling, monitoring, implementing controls, and tracking all changes affecting Contractor Internal Systems.
- (e) Implementing processes to identify new security vulnerabilities, including utilizing outside sources for security vulnerability information.

4. Implementing Strong Access Control Measures

- (a) Implementing strong user identification authentication for system access.
- (b) Utilizing enhanced security mechanisms and procedures in Contractor data centers and general building security protocols.
- (c) Assigning unique IDs to each employee, agent, and sub-contractor with computer access.
- (d) Providing users access to Customer Data based on the principles of least privilege.
- (e) Restricting physical access to corporate and network facilities.
- (f) Limiting access to Customer Data to authorized users of the respective corporate liable account, and implementing a process for reviewing access and for approving, adding, and terminating users.
- (g) USE OF THE PURCHASING ENTITY NETWORK

Access; Use. All access by Contractor to the Purchasing Entity premises, Network, and all password and login information, is subject to the Purchasing Entity's access guidelines and may be set forth in a Purchasing Entity network access policy provided to Contractor. Contractor shall provide to the Purchasing Entity a list of names and contact information for all authorized individuals who will enter on Purchasing Entity premises to perform any Services. Contractor releases and discharges the Purchasing Entity from all liability of any nature whatsoever arising out of Contractor's use of or reliance on the Purchasing Entity Network.

Access; Use. The Contractor will not have (and will not foreseeably require having) access to the Purchasing Entity Network for the provision of Products, Good or Services under this Agreement. Should the Contractor be granted (or otherwise require) access to the Purchasing Entity Network, the parties will negotiate in good faith to determine the rights and obligations of the parties with respect to such access.

5. Regularly Monitor and Test Networks

- (a) Tracking and monitoring access to Contractor's network resources and Customer Data.
- (b) Regularly testing security systems and processes.

6. Maintain an Information Security Policy

- (a) Maintaining a security policy that includes information security.
- (b) Providing security training and awareness to all employees and contractors who have access to Customer Data.
- (c) Complying with all applicable U.S. privacy and data security laws and regulations (including, as applicable, ORS 646A.600-628) including any applicable codes of conduct for self-regulatory programs.

7. Disaster Recovery

- (a) Implementing a Business Continuity and Disaster Recovery program so that Contractor can resume or continue operations under adverse or abnormal conditions.
- (b) Testing its business continuity and disaster recovery procedures to ensure that they are consistent with Contractor's business continuity objectives.

8. Incident Response

(a) Maintaining a formal incident management program that: (i) documents the identification, management, and resolution of operational and security issues; (ii) communicates the status of all material issues (those impacting service degradation or a Security Breach) affecting Customer and communication of incidents to external stakeholders including any appropriate forensic analysis of an event; and (iii) mandates a post-incident review in order to determine and correct any deficiencies in Contractor's Information Security Program.

9. Security Breach Procedures

(a) Assigning an employee to serve as Customer's primary information security contact (Contractor Account Representative). The Contractor Account Representative shall be reasonably available to Customer for the purpose of responding to Customer inquiries associated with a security breach. For purposes of this Exhibit 7-A, a "**Security Breach**" means confirmed compromise either of the security, confidentiality or integrity of Customer Data (as defined under respective state and federal data breach laws), including, without limitation, any unauthorized access to, acquisition of or other processing of Customer Data or the keys, passwords or passcodes needed to access Customer Data.

(b) Upon discovery of the suspected Security Breach, promptly and reasonably investigating and taking remedial actions as necessary.

(c) Excepting legal demands or obligations that preclude Contractor from providing notice, notifying Customer of confirmed Security Breach as soon as possible, but not later than 72 hours.

(d) Notifying Customer of a Security Breach by e-mailing and calling Customer at (i) Jason.Rood@oregon.gov, (503)383-6291 (ii) in a manner reasonably calculated to promptly notify Customer, or (iii) by any manner mutually agreed to by the parties.

(e) Following Contractor's notification, cooperating with Customer, including, without limitation, responding to Customer's reasonable inquiries.

(f) Taking appropriate remedial measures that are necessary to understand and minimize the effects of the incident, including steps to secure the affected information in a forensically sound manner.

(g) Excepting legal demands or obligations that preclude Contractor from notifying Customer, not informing any third party of any Security Breach without first obtaining Customer's prior written consent, other than to inform a complainant that the matter has been forwarded to Contractor's legal counsel or for Contractor to fulfill its legal and/or regulatory obligations.

(h) Reasonably cooperating with Customer in any litigation or regulatory proceeding relating to the use, disclosure, protection and maintenance of Customer Data as a result of a Security Breach.

10. Compliance

(a) Establishing vulnerability and configuration management programs to reduce exposure to technical vulnerabilities, malicious code, malware, etc. Evaluating vulnerabilities and implementing appropriate measures to address associated risks.

(b) Maintaining documented policies, standards and practices intended to protect the confidentiality, integrity, and availability of Customer Data.

(c) Conducting periodic (semi-annual and annual) audits of relevant security controls and processes.

(d) Evaluating and remediating any programmatic gaps that Contractor deems in its discretion to be necessary for the continued protection of Customer Data.

(e) Contractor shall ensure its subcontractors or assigns will comply with Contractors policies protecting Purchasing Entity Data and information.

- (f) Sanctions Control Compliance. Contractor warrants that it is not owned or controlled, directly or indirectly, by any person or government from countries that are subject to economic, trade, or transactional sanctions imposed by the United States Government, including without limitation Cuba, Iran, North Korea, Syria, or Sudan, and that neither Contractor nor any of its owners, directors, officers, employees, or group companies appears on any lists of known or suspected terrorists, terrorist organizations or other prohibited persons made publicly available or published by any agency of the government of the United States (see http://export.gov/ecr/eg_main_023148.asp) or any other jurisdiction in which the Purchasing Entity or any of its group companies are doing business, including without limitation the List of Specially Designated Nationals and Denied Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury.
- (g) The HIPAA Security Rule set forth at 45 CFR Part 160 and Subparts A and C of Part 164;
- (h) The United States Department of Justice, Federal Bureau of Investigation's Criminal Justice Information Services Security Policy, Version 5.6 or current (the "CJIS Security Policy"), including, where applicable, signature on the FBI's CJIS Security Addendum in the form set forth in the CJIS Security Policy;
- (i) The Family Educational Rights and Privacy Act of 1974, as amended;
- (j) Section 6103 of the Internal Revenue Code and guidance issued by the Internal Revenue Service with respect to compliance thereof, including IRS Publication 1075 or its replacement, as amended from time to time;
- (k) The Oregon Consumer Information Protection Act, ORS646A.600-628; and
- (l) Any other laws, rules, regulations or other legal authority set forth elsewhere in this PA or in a Contract.

11. Location of Services and Protected Purchasing Entity Information. Except with the Purchasing Entity's express written permission, the Services (including storage of Protected Purchasing Entity Information), will be provided solely from within the continental United States and on computing and data storage devices residing therein. In the event Contractor has secured the Purchasing Entity's permission to perform some of the Services from outside the United States, Contractor will comply with the Purchasing Entity's reasonable written security requirements made as conditions of such permission. For purposes of Contractor's provision of Customer Care support services to Purchasing Entity's government liable account and lines of service ("GL Account"), Contractor will comply with the preceding geographic limitations for call center support, provided that the Purchasing Entity contacts Contractor's Customer Care department through the contact information (e.g., toll free number) provided to Purchasing Entity for its GL Account.

12. Return or Destruction of Purchasing Entity Data and Other Assets

- (a) Maintaining documented procedures and processes to destroy or dispose of Customer Data once its specified data retention period has passed.
- (b) Establishing data retention periods that satisfy all applicable U.S. legal and regulatory requirements governing Contractor's storage of Customer Data and its relationship with Customer.
- (c) As required by law, providing Customer with the ability to delete Customer Data through a readily available and reasonable means of submitting such requests for deletion.
- (d) Upon termination or expiration of the Agreement, securely destroying, or disposing of Customer Data in its possession or control.
- (e) Notwithstanding the above, Contractor may retain Customer Data to the extent: (i) required by any regulatory agency having jurisdiction over Contractor; (ii) necessary to provide post-termination services to Customer; (iii) contained in an archived computer system backup that is not connected to the Internet or other public network and that was made in accordance with such party's security, email retention, and/or disaster recovery procedures; or (iv) kept by, or at the instruction of its legal department for record-keeping, archival, or governance purposes in compliance with Contractor's document retention policies, but not on a system that is connected to the Internet or other public network. Contractor shall remain subject to any surviving obligations set forth in this Exhibit 7 with respect to any such Customer Data retained by Contractor.
- (f) Upon Customer request, providing a certificate of destruction evidencing that Customer Data has been disposed of securely.

(g) At any time upon the Purchasing Entity's demand Contractor will promptly return to the Purchasing Entity or destroy all Protected Purchasing Entity Information, files, records, documents, materials, and other items which contain any Protected Purchasing Entity Information, and all other Purchasing Entity assets in Contractor's possession or control. Any copies thereof shall also be returned. Contractor shall comply with this requirement with or without a termination of the PA or Purchase Order, provided however that the Contractor may retain copies of Protected Purchasing Entity Information to the extent required for legal or regulatory purposes and will not be required to delete electronic Protected Purchasing Entity Information stored in any disaster recovery or archival storage in accordance with its policies and provided that any such retained Confidential Information will continue to be subject to the terms of this Agreement, except as needed to comply with applicable law.

13. Amendment

This Exhibit may not be modified except in writing signed by an authorized signatory for each party. The invalidity or unenforceability of any provision of this Exhibit shall not affect the other provisions hereof, all of which shall remain enforceable in accordance with their terms.