



Statewide Contract Information Sheet

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|--|--|------------------------------|------------------|
| Statewide Contract Number | 99999-SPD-SPD0000219-0010 | NIGP Code(s) | See Page 5 |
| Name of Contract | Networking Equipment and Related Services | | |
| Effective Date | 06/06/2025 | Expiration Date | 11/17/2026 |
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| Contract Information | |
|--|---|
| Statewide Contract Number | 99999-SPD-SPD0000219-0010 |
| PeopleSoft Supplier Number | 0000640553 |
| Supplier Name & Address | |
| Palo Alto Networks, Inc. 3000 Tannery Way Santa Clara, CA 65054 | |
| Contract Administrator / Sales Representative | |
| Contract Administration Lauren Aloway-Israel 408-941-3782 sled_contracts@paloaltonetworks.com Sales Representative Matt Fielding-Russell 919-491-2991 mfieldingrus@paloaltonetworks.com | |
| Contact Details | |
| Ordering Information | Orders will be sent to authorized servicing partners via fax or email, following the guidelines in the Ordering Instructions. |
| Remitting Information | Payments are to be mailed to the authorized servicing partners. |
| Pricing/Discount | See Supplier Specific Discount Price Sheet |
| Payment Terms | Net 30 Days |
| Bid Offer includes | State and Local Government |



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| Acceptable payment method | Supplier and/or its Authorized Servicing Partners will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program. |
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General Contract Information:

This is a MANDATORY Statewide Contract available to all eligible State entities and political subdivisions. The contract is administered by the Department of Administrative Services (DOAS).

Item Schedule

Palo Alto Networks, Inc. was awarded the following category:

- **Category 3: Network Security Products & Security Solutions**

Supplier Website:

Please click <https://www.paloaltonetworks.com/industry/contracts-georgia> to access the list of Awarded Products and Services and Authorized Reseller List.

Ordering Instructions

Ordering Instructions for Palo Alto Networks, Inc:

1. The cost structure for this contract is Percentage Discount off the Supplier's (Original Equipment Manufacturer) MSRP (i.e., manufacturer Catalog/Manufactured Suggested Retail Price, Private Label Catalog, Commercial Price Book, etc.) and Hourly Rate per Job Title for Professional Services. The discount includes all cost (i.e. profit, overhead, operating & administrative expenses, commissions, transaction charges, delivery charges, administrative fees, etc.)
2. Each Suppliers' discount price list is available via a link to Supplier' Virtual Product Catalog under Supplier's profile in Team Georgia Marketplace together with Supplier contact information, eVerify, certificate of insurance, and executed contract.
3. To obtain product and pricing information and receive a quote, please contact Palo Alto Networks, Inc. directly or choose from the list of state-approved resellers at the following link:
<https://www.paloaltonetworks.com/industry/contracts-georgia>
4. Orders will be placed and processed outside of Team Georgia Marketplace due to the nature of this contract. Palo Alto Networks, Inc. utilizes authorized resellers to sell its products and services. Purchase orders should be issued directly to authorized resellers, who will handle all ordering, fulfillment, and invoicing.
5. Supplier's quotes should list awarded Supplier's assigned Statewide Contract number and must include a detailed breakdown of cost for equipment and/or services (model numbers, specific versions of equipment, misc. materials, etc.)
 - a. It is best practice to seek quotes from multiple suppliers.
 - b. All Networking projects, integrations, and/or installations should be detailed and outlined using a comprehensive Scope/Statement of Work document (SOW). The comprehensive SOW should clearly state all necessary steps, goals, objectives, deliverables, requirements, constraints, and

assumptions of the project and the process to fully achieve the Authorized User's project goals. The SOW should include, but not be limited to all deliverables, services, and written specifications that define the overall quality expectations, timeline, bill of materials or equipment listings, acceptance criteria, and any applicable drawings or diagrams specific to the project necessary for approval of payment.

- c. The SOW should be fully agreed upon by both the Authorized User and Supplier before the project can commence.
- d. Each phase/milestone of the project should also clearly indicate the line-item price of each component included in each phase. Milestone payments are allowed for Networking Projects but should be fully agreed upon by both Authorized User and Supplier before the project can commence. Authorized User and Supplier shall both sign off on the acceptance of the project for each milestone phase before any payment is made.

6. Ordering Steps

a. Choose an authorized reseller:

- 1. Visit the provided link to access the list of state-approved resellers.

<https://www.paloaltonetworks.com/industry/contracts-georgia>

- 2. Select a reseller that best fits your needs.

b. Contact the Reseller:

- 3. Reach out to the chosen reseller.

- 4. Review and gather all necessary information, such as product details, pricing, and availability. Any customer issued quotes will list awarded Supplier's assigned Statewide Contract number and must include a detailed breakdown of cost for equipment and/or services (model numbers, specific versions of equipment, misc. materials, etc.)

c. Issue the Purchase Order:

- 5. Prepare the purchase order with all required details.

- 6. Ensure the purchase order includes the Statewide Contract # to comply with State of Georgia contract terms.

- 7. Send the purchase order directly to the reseller.

7. Additional Information

a. For Equipment Specifications, Warranty, or Technical Support:

- 1. Contact the reseller directly for any questions or for support needs you can reach out to the Palo Alto Networks account team for assistance.

Special Note regarding Category Unified Communications Products

Effective November 18, 2024, customers may purchase Unified Communications Products (Category 5) via Statewide Contract 99999-SPD-T20120501-0006 (Cisco Systems) and 99999-SPD-T20120501-0004 (Avaya) (through September 30, 2025).



Contract Terms

Renewals & Extensions

Base Term: (06/06/2025 – 11/17/2026) with 5 one-year renewals

Renewal 1:

Renewal 2:

Renewal 3:

Renewal 4:

Renewal 5:

DOAS Contact Information

Duane Tomlinson

Contract Management Specialist

duane.tomlinson@doas.ga.gov

(404) 850-4075

For Team Georgia Marketplace questions

Procurement Help Desk

(404) 657-6000

procurementhelp@doas.ga.gov

| Georgia Networking Equipment & Related Services Contract # 99999-SPD-SPD0000219-0010 sled_contracts@paloaltonetworks.com | | | | | | | | | |
|---|----------------------------------|-----------------------------|--------------------------------|----------------------------------|--|--------------|------------------|--|--|
| Fulfillment Partner Company Name | Partner Address | Partner City, State & Zip | Diverse Business Participation | Sales POC Name | Sales Email | Sales Phone | Reporting POC | Reporting Email | website |
| CDW-G | 230 N. Milwaukee Ave. | Vernon Hills, IL 60061 | None | Michael Karpman | michkar@cdw.com | 312-705-6941 | Mike Bova | Michael.bova@cdwg.com | www.cdwg.com |
| DISYS Solutions, Inc. (dba DSI Tech) | 44670 Cape Court, Suite 100 | Ashburn, VA 20147 | MBE | Pankaj Sharma | pankaj.sharma@dsitech.com | 571-707-3610 | Rachel Graves | bidistribution@dsitech.com rachel.graves@dsitech.com | www.dsitech.com |
| Driven Tech Inc., dba Driven Technologies | 250 W 34th St, Fl 3 | New York, NY 10119 | None | Tony Panella | sales@driven.tech; tpanella@driven.tech | 352-250-8195 | Samantha Suppa | ssuppa@driven.tech | https://driven.tech/ |
| Norlem Technology Consulting, Inc. | 7666 East 61st St Suite 300 | Tulsa, OK 74133 | None | Joe Howard | jhoward@norlemtc.com | 918-210-8834 | Shelley Byrne | sbyrne@norlemtc.com | www.norlemtc.com |
| PC Solutions & Integration, Inc. | 4937 SW 75th Ave | Miami, FL 33155 | MBE/WBE | Katie Rimpson | ksimson@pcsusa.net | 470-440-9265 | Jennifer Mcqueen | Jmcqueen@pcsusa.net | www.pcsusa.net |
| Presidio Networked Solutions Group, LLC | 3340 Peachtree Rd., Suite 2700 | Atlanta, GA 30326 | None | Catherine Bowen | cbowen@presidio.com | 404-381-1418 | Kristen Shelton | kshelton@presidio.com | www.presidio.com |
| Lockstep Technology Group, LLC | 190 Technology Pkwy NW Suite 125 | Peachtree Corners, GA 30092 | None | Leslie Daniel; Holly Thompson | Leslie.daniel@lockstepgroup.com; Holly.Thompson@lockstepgroup.com | 423-645-5017 | Vineeth Raj | statecontract@lockstepgroup.com | www.lockstepgroup.com |
| MGT Impact Solutions, LLC | 4320 W Kennedy Blvd, Suite 200 | Tampa, FL 33609 | None | Greg Smith; Scott Faxon | gsmith@mgt.us; sfaxon@mgt.us | 334-303-1025 | Aisha Stephens | astephens@mgt.us | www.mgt.us |
| <p>Partner Professional Services are allowed under this contract. Those services will not be listed under the posted price file. Partners must be in Palo Alto Networks ASP (Authorized Service Partner Program) in order to offer their professional services under this agreement</p> | | | | | | | | | |

State of Georgia Statewide Standard Contract Form

| | | |
|--|--|---|
| Solicitation Title Networking Equipment and Related Services | Solicitation Number 99999-SPD0000219 | Contract Number 99999-SPD-SPD0000219-0010 |
|--|--|---|

1. This Contract is entered into between the Agency and the Supplier named below:

Agency's Name
Department of Administrative Services (hereafter called Agency)

Supplier's Name
Palo Alto Networks, Inc. (hereafter called Supplier)

2. Contract to Begin: 06/06/2025 Date of Completion: 11/17/2026 Renewals: **Five (5) one (1) year renewal option(s)**

3. Performance Bond, if any: **N/A** Other Bonds, if any: **N/A**

4. Authorized Person to Receive Contract Notices for Agency: **Autumn Cole, Asst. Commissioner and General Counsel** Authorized Person to Receive Contract Notices for Supplier: **Lauren Aloway, Sr. Mgr, Go to Market Programs**

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

| |
|---|
| Attachment 1: Statewide Contract for Goods and Ancillary Services |
| Attachment 2: Solicitation (referenced above) |
| Attachment 3: Supplier's Final Response |
| Attachment 4: State of Georgia, DOAS, Data Security Terms & Conditions |
| Attachment 5: Supplier's End User Agreement/End User Support Agreement |
| Attachment 5. Supplier's Product Data Privacy Sheets |

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6. **Supplier**

Supplier's Name (If other than an individual, state whether a corporation, partnership, etc.)
Palo Alto Networks, Inc

| | |
|---|-------------------------|
| By (Authorized Signature) <i>Phil Egelston</i> | Date Signed 6/4/2025 |
|---|-------------------------|

Printed Name and Title of Person Signing
Phil Egelston **Senior Director, Associate General Counsel**

Address
3000 Tannery Way, Santa Clara CA 95054

7. **Agency**

Agency Name
Department of Administrative Services

| | |
|---|-------------------------|
| By (Authorized Signature) <i>Jim Barnaby</i> | Date Signed 6/5/2025 |
|---|-------------------------|

Printed Name and Title of Person Signing
Jim Barnaby, Deputy Commissioner, DOAS SPD

Address
**200 Piedmont Avenue, S.E., Suite 1804W
Atlanta, GA 30334-9010**

**STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1**

Contract Terms and Conditions for Goods and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** Definitions and acronyms are set forth in the eRFP in Attachment I “Comprehensive List of Definitions of Terms and Acronyms”. Such terms will apply to the Contract and all documents incorporated unless a different meaning is otherwise assigned herein to specific terms. The following words shall be defined as set forth below:
 - (i) **“Agency”** means the Department of Administrative Services of the State of Georgia.
 - (ii) **“Awarded Item Schedule”** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Supplier providing such goods and services.
 - (iii) **“Contract”** or **“Statewide Contract”** means the agreement between the Agency and the Supplier as defined by the Statewide Contract Form and its incorporated documents. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Contract. The parties agree to conduct transactions by electronic means as provided under O.C.G.A. § 10-12-1 et seq. Electronic signatures complying with O.C.G.A. § 10-12-1 et seq., as amended from time-to-time, or other applicable law, shall be deemed original signatures for purposes of this Contract. Notwithstanding the foregoing, email signature blocks do not constitute signatures for the purpose of executing contracts and email communications do not constitute contracts; however, transmission by telecopy, electronic mail, or other transmission method of an executed counterpart of this Contract will constitute due and sufficient delivery of such counterpart.
 - (iv) **“Supplier”** means the provider(s) of the goods and services under the Statewide Contract.
 - (v) **“Cloud Services”** shall mean the Software-as-a-Service and cloud-delivered security services, including updates, provided by Supplier as included on the price list associated with this Agreement duties and tasks undertaken by the Supplier to fulfill the requirements and specifications of this solicitation, including, without limitation, providing web browser access by authorized users to certain Supplier online software applications identified herein, and to related services, such as Supplier hosted Computer storage, databases, Support, documentation, and other functionalities, all as a Cloud Service solution.
 - (vi) **“Cloud Support”** includes provision of ongoing updates and maintenance for the Supplier online software applications, and as may be specified herein, consulting, training, and other support Services as provided by the Supplier for cloud tenants receiving similar cloud Services.
 - (vii) **“Product”** means, collectively, Hardware, Software, Subscription, or any combination thereof as defined in the Supplier’s End User Agreement, which is attached as Attachment 5 and incorporated by reference.
 - (vii) **“Published Specifications”** mean the applicable user manual, the WildFire Acceptable Use Policy found at <https://www.paloaltonetworks.com/resources/datasheets/wildfire-acceptable-use->

policy, the applicable Service Level Agreement found at <https://www.paloaltonetworks.com/services/support/support-policies.html>, and other corresponding materials published by Supplier that are customarily made available to end users of the applicable product.

- (ix) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Supplier for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Supplier should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.
- (x) **"Response", "Supplier's Response" or "Final Response"** means the Supplier's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.
- (xi) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.
- (xii) **"Services"** shall include administration, distribution, installation, configuration, support, training, and professional services as further described in the RFX and as set forth in the applicable Service Description and in Supplier's End User Support Agreement (EUSA) in Attachment 5.
- (xiii) **"Service Descriptions"** is the description of the terms of the applicable Supplier Service available at <https://www.paloaltonetworks.com/services/support/support-policies>
- (xiv) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
- (xv) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Supplier's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions, and deletions resulting from final contract negotiations. No objection or amendment by a Supplier to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Supplier's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.
- (xvi) **"State Entity"** means the State of Georgia entity identified in the Contract Form to contract with Supplier for the services identified in the Contract.
- (xvii) **"User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Supplier as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Supplier as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Supplier's forms or invoices shall be null and void. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Supplier's or a Subcontractor's website or any provision incorporated into any click-through or online agreements unless that provision is specifically incorporated in full into this Contract. For the avoidance of doubt, the Contract includes goods and services specific terms in Supplier's hyperlinks only that do not:
 - a. Conflict with terms higher in the order of precedence in Section L.1
 - b. Conflict with terms negotiated by the parties; for illustration purposes only, negotiated SOWs or project specific terms
 - c. Materially diminish the rights of the State and/or obligations of the Supplier; or
 - d. Materially change previous hyperlinked terms unless the State approves the changes after written notice.

To the extent such hyperlinks provide the State with options or rights in addition to those otherwise available under this Contract, nothing in this Contract is intended to limit the State's exercise of such options or rights. For the avoidance of doubt, any hyperlinks that contain terms that are in conflict with the terms of this Agreement or purport to place additional obligations or restrictions on the State are considered null and void.

4. **Reporting Requirements.** Supplier shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Supplier shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Supplier written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Supplier's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Supplier shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Supplier.
3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Supplier, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Bidding Documents.** The Supplier shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.
2. **Product Shipment and Delivery.** All products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Supplier's risk until they have been delivered and accepted by the receiving entity. All hardware items shall be subject to a thirty (30) day inspection on delivery and subject to Supplier's standard warranty terms. Hidden damage will remain the responsibility of the Supplier to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered. Any return of Supplier Hardware shall be in accordance with Supplier's then current Return Material authorization policy and procedures. Notwithstanding anything to the contrary, User Agency acceptance is not applicable to or required for Software or Cloud Services.
3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other Suppliers to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other Suppliers upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.
5. **Orders.** Any Order placed by a User Agency in the State of Georgia for a Good or Service available under this Contract shall be deemed to be a sale (and governed by the prices and other terms and conditions) under this Contract unless the parties to the Order agree in writing that another contract or agreement applies to such Order.
6. **Reserved.**
7. **Software Licenses.** Supplier shall provide Software licenses ("Licenses") in compliance with the specifications contained in the RFX and the terms of the Contract. To the extent permitted and/or required by the Software publishers of any Software provided hereunder, Supplier shall grant Supplier Software licenses in accordance with the terms of the Contract including Suppliers End User License Agreement, as modified by agreement of the parties, which shall govern User Agencies' access to and use of Supplier Software. The State Entity may create backup copies of the Software as long as those copies are solely used for restoration or migration purpose and not in addition to the original licensed copy.

If the Supplier is acting as a reseller of the Software, the Supplier must provide the Licenses, as required by the Software publishers, to the State Entity and shall coordinate with any negotiations of such Licenses as may be conducted between the State Entity and the Software publishers. All Supplier software licenses provided hereunder shall remain in effect in accordance with Supplier's End User License Agreement.

8. **Services and other Deliverables.** Supplier shall provide Services and other deliverables in compliance with the specifications contained in the RFX and the terms of the Contract to include SOW if applicable and as detailed in Supplier's End User Support Agreement, Service Descriptions or the applicable SOW.

- 9. Cloud Services Terms and Conditions.** Supplier's End User License Agreement included as Attachment 5 shall govern User Agencies' access to and use of Supplier's Cloud Services.

In the event of a conflict, nothing in this subsection shall supersede the provisions of the Data Security Terms and Conditions contained in Attachment 4. If any of the terms contained in this subsection conflict with those of the Data Security Terms and Conditions contained in Attachment 4 the Data Security Terms and Conditions shall govern.

(i) ACCESS AND USE OF CLOUD SERVICES:

- a. Subject to User Agency's compliance with the payment portion of this Contract, a User Agency may utilize Supplier's Cloud Services as set forth pursuant to the terms of Supplier's End User License Agreement. The Authorized User may utilize Cloud Services as agreed herein and in accordance with the Published Specifications for the Product. Use of the Cloud Services to perform services for commercial third parties (so-called "service bureau" uses) is not permitted, but the Authorized User may utilize the Services to perform its governmental functions. All Cloud Services and information designated as "confidential" or "proprietary" shall be kept in confidence except as may be required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et. seq.*
- b. The technical and professional activities required for managing and maintaining the Cloud Services are the responsibilities of the Supplier.

D. COMPENSATION

1. **Pricing and Payment.** The Supplier's channel partners will be paid for the goods and services sold pursuant to the Supplier's virtual catalog as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all discounts offered per Supplier's response in the RFX are firm and fixed and off Supplier's then current list price, which price list may be submitted to the Agency on a monthly basis. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Supplier shall have its channel partners submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Supplier, the Supplier shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Supplier under the Statewide Contract. The Supplier shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Statewide Contract.

3. **[Reserved]**

4. **Set-Off Against Sums Owed by the Supplier.** In the event that the Supplier owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Supplier.
5. **Payment Disputes.** If Supplier's channel partner disputes any calculation, determination or amount of any payment, Supplier shall cause the channel partner to notify the User Agency issuing the Order in writing of its dispute within 90 days following the earlier to occur of Supplier's receipt of the payment or notification of the determination or calculation of the payment by that User Agency. The User Agency will review the information presented by Supplier and may make changes to its determination based on this review.. No payment subject to a dispute under this subsection shall be due until after the User Agency has concluded its review, and the User Agency shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Supplier is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The Agency determines that the actions, or failure to act, of the Supplier, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;
 - (iii) The Supplier fails to materially comply with confidentiality laws or provisions; and/or
 - (iv) The Supplier furnished any statement, representation, or certification in connection with the Statewide Contract or the bidding process, which is materially false, deceptive, incorrect, or incomplete.
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Supplier in default of its obligations under the Statewide Contract:
 - (i) The Supplier is in violation any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Supplier;
 - (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Supplier fails to make substantial and timely progress toward performance of the Statewide Contract;

- (iv) The Supplier becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Supplier terminates or suspends its business; or the Agency reasonably believes that the Supplier has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) The Supplier has failed to comply with mandatory applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Statewide Contract;
 - (vi) [reserved]
 - (vii) The Supplier has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Supplier, the Agency shall provide written notice to the Supplier requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Supplier. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:
- (i) Immediately terminate the Statewide Contract without additional written notice; and/or
 - (ii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Supplier. Following termination upon notice, the Supplier shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.
5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Supplier as a result of any of the following:
- (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
 - (ii) The Agency's duties are substantially modified.
6. **Termination of User Agency's Multi-Year Transaction.** Pursuant to OCGA Section 50-5-64, any multi-year purchase made by a User Agency pursuant to this Contract will terminate immediately and absolutely if the User Agency determines that appropriated and otherwise obligated funds are no longer available such that User Agency cannot fulfill its payment obligations under the Statewide Contract which determination is at the User Agency's sole discretion and shall be conclusive and during the initial year of termination there is no replacement purchase, lease or rental of goods or services to be procured by User Agency to perform the same or similar functions as those performed by the goods or services being terminated. Notwithstanding the foregoing, no prepaid fees will be credited.
7. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if

any, due and owing to the Supplier for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Supplier's claim. This provision in no way limits the remedies available to the either party under the Statewide Contract in the event of termination. Neither party shall be liable for any costs incurred by the other party in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract. If State or User Agency disputes the performance of services or receipt of goods for which payment is due Supplier, then State and/or User Agency and Supplier shall in good faith resolve such dispute within thirty (30) days after Contract termination.

7. The Supplier's Termination Duties. Upon receipt of notice of termination or upon request of the Agency, the Supplier shall:

- (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days or a mutually agreed upon timeframe of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;
- (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Supplier within a timeframe mutually agreed upon by the parties;
- (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Supplier under the Statewide Contract;
- (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents, and Suppliers during the transition period between the notification of termination and the substitution of any replacement Supplier; and
- (v) Immediately cause Supplier's channel partners to return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Supplier.
- (vi) Orders may only be placed prior to the expiration or earlier termination of this Contract but may have a delivery date or performance period that extends after the expiration or earlier termination date. Regardless of whether this Contract has expired or has been terminated, the Supplier shall comply with all Orders that extend past the expiration or termination, as described in this section, and all requirements of this Contract necessary to complete outstanding Orders shall survive the expiration or termination of this Contract until all Orders are complete. Any Orders submitted prior to the expiration or termination of this Contract shall be governed by the terms and conditions of this Contract.

F. CONFIDENTIAL INFORMATION

1. Access to Confidential Information.

- a. Each party's employees, agents and subcontractors may have access to confidential information maintained by the other party to the extent necessary to carry out their responsibilities under the Statewide Contract. "Confidential Information" means the non-public proprietary information that is exchanged between the parties, provided that such information is identified as confidential at the time of initial disclosure by the disclosing party ("Discloser"), or disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information ("Recipient").
 - i. Was in the public domain at the time it was communicated to Recipient;
 - ii. Was disclosed to Recipient free of any obligation of confidentiality; or
 - iii. Was developed by Recipient without use of or reference to Discloser's Confidential Information.
- b. Recipient shall maintain the confidentiality of Discloser's Confidential Information using the same standard of care that it ordinarily uses with respect to its own confidential information of similar nature and importance, but no less than reasonable care.
- c. Each party will not use the other party's Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors who need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to use and disclosure restrictions that are at least as protective as those set forth herein.
- d. Recipient may disclose Confidential Information if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible).
- e. Recipient will return, delete or destroy all Confidential Information and confirm in writing that it has done so in 30 days of the discloser's written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business. Retained Confidential Information shall be subject to the protections of the Contract for five years, or longer, if required by law. Supplier trade secret Confidential Information shall remain protected under this section until it is no longer a trade secret under applicable law.
- f. Notwithstanding the above, Supplier acknowledges that the State may be subject to and required to comply with public record disclosure laws or the equivalent, including the Georgia Open Records Act. Upon receipt of any public record disclosure request and prior to any disclosure, unless prohibited by law, the State will provide written notification informing Supplier of the request and afford Supplier the opportunity to assert any available exemptions required by law.
- g. Some services performed for the Agency and/or User Agencies may require the Supplier to sign a nondisclosure agreement.

2. **Subpoena.** In the event that a subpoena or other legal process is served upon the Supplier for records containing confidential information, the Supplier shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.

3. **Survives Termination.** The Supplier's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. General Indemnity

Supplier shall participate in the defense, indemnify and hold harmless the State from and against any and all final damages, costs, expenses, damages and losses (including reasonable attorney's fees) arising out of or in connection with a claim, suit or proceeding brought by a third party based upon bodily injury (including death) or damage to tangible personal property (not including lost or damaged data) arising from the negligent, intentional or tortious acts or omissions of Supplier or its officers, directors, employees or its subcontractors. In the event State's or a 3rd party's negligent or intentional acts or omission contributed to cause the injury or damage for which a claim of indemnity is being asserted against Supplier hereunder, the damages and expenses (including, without limitation reasonable attorney's fees) shall be allocated or reallocated, as the case may be, between the Supplier, State and any other party bearing responsibility in such proportion as appropriately reflects the relative fault of such parties, or their officers, directors, employees or subcontractors and the liability of the Supplier shall be reduced proportionately.

The foregoing indemnification obligations are conditioned upon State promptly notifying Supplier in writing of the event leading to the indemnification obligation and cooperating with, assisting and providing information to Supplier as reasonably required. In addition, if approved by the Attorney General of the State of Georgia, the State shall grant Supplier the exclusive right to defend or settle such claim, suit or proceeding providing that any any such settlement or compromise includes a release of the State from all liability arising out of such claim, suit or proceeding.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Supplier (and its insurers) agrees to reimburse the Fund.
3. **Litigation and Settlements.** The Supplier shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Supplier unless approved in writing by Supplier. No settlement or compromise of any claim, loss or damage entered into by Supplier shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Patent/Copyright Infringement Indemnification.** Supplier shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any 3rd party suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Supplier immediate notice in writing of the institution of such suit, permits Supplier to fully participate in the defense of the same, and gives Supplier all available information, assistance and authority to enable Supplier to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Supplier upon request by Supplier. Supplier shall not be liable for any award of judgment against the State reached by compromise or settlement unless Supplier accepts the compromise or settlement. Supplier shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the software is in any suit held to constitute infringement and its use is enjoined, Supplier shall, at its option and expense:

- (i) Procure for the State the right to continue using the Products in question;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and refund you the price of the product as depreciated on a straight line five year basis, or cancel any future charges pertaining thereto.

Supplier, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;
- (ii) Use of the software in combination with apparatus or devices not supplied by Supplier;
- (ii) Use of the software in a manner for which the same was neither designed nor contemplated in its Published Specifications;
- (iii) modifications to a Product made by a party other than Supplier or its designee
- (iv) failure to use (1) the most recent version or release of a Product, or (2) an equally compatible and functionally equivalent, non-infringing version of a Product supplied by Supplier to address such claim or
- (iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Supplier shall survive termination of the Statewide Contract.

H. INSURANCE

Within ten (10) business days of award and before commencing work on this Contract, Supplier must provide USER AGENCY with certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of Supplier to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of Supplier for Supplier's operations. These are solely minimums that have been established to protect the interests of the State. Supplier shall procure and maintain the insurance policies described below and shall furnish USER AGENCY two insurance certificates referencing the contract number. The certificates must list the State of Georgia as certificate holder and as an additional insured on the Commercial General Liability policy. The insurance certificates must document that the Commercial General Liability insurance coverage provided by Supplier includes contractual liability coverage applicable to the Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company; a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions, and endorsements); and an acknowledgment of notice of cancellation to USER AGENCY. The State does not require Authorized Servicing Partners to maintain the insurance requirements described below, which are at the discretion of Supplier. Supplier is required to maintain the following insurance coverage's during the term of the Contract:

- A. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by applicable law (A self-insurer must submit a certificate from the applicable

state entity stating that Supplier qualifies to pay its own workers compensation claims.) In addition, Supplier shall require all subcontractors performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

| | |
|--|------------|
| Bodily injury by accident - per employee | \$100,000; |
| Bodily injury by disease - per employee | \$100,000; |
| Bodily injury by disease – policy limit | \$500,000. |

B. Commercial General Liability Policy with the following minimum coverage:

| | |
|---|-------------|
| Each Occurrence Limit | \$1,000,000 |
| Personal & Advertising Injury Limit | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 |
| Products/Completed Ops. Aggregate Limit | \$2,000,000 |

C. Technical Errors and Omissions and Privacy, Cyber Security and Technology which shall include third party liability coverages, including network security/privacy coverage and technology errors and omissions coverage.

Technical Errors and Omissions and Privacy Policy shall include:

1. Technology Errors and Omissions
2. Multimedia Liability
3. Privacy Liability
4. Network Security Liability
5. Breach Costs Coverage – Notification, Credit Monitoring, Forensics, Public Relations
6. Regulatory Fines and Penalties assessed due to a Data (Privacy) Breach

Privacy, Security and Technology Policy shall include:

1. Coverage for loss, disclosure, and theft of data in any form
 2. Multimedia Liability
 3. Software copyright infringement
 4. Network Security Liability
 5. Breach Costs Coverage – Notification, Credit Monitoring, Forensics, Public Relations
 6. Regulatory Fines and Penalties assessed due to a Data (Privacy) Breach
- | | |
|--------------------------------|---------------|
| Per Occurrence/Aggregate Limit | \$15,000,000. |
|--------------------------------|---------------|

| | |
|-------------------------|-------------|
| D. Umbrella Liability | \$2,000,000 |
| E. Automobile Liability | |
| Combined Single Limit | \$1,000,000 |

Additional Insurance Requirements

Should any of the foregoing policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, Supplier shall notify the State as soon as practicable upon receiving any information that any of the coverages required herein are or will be changed, cancelled, or replaced. The foregoing policies shall be obtained from insurance companies licensed or authorized to do business in Georgia which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

I. BONDS

The Supplier shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

Supplier’s sole and exclusive warranty obligations for Products offered under this Statewide Contract are set forth in the RFX Section 3(f)(ii) and Section J(1) below.

1. Palo Alto Networks warrants that:
 - i. Hardware shall be free from defects in material and workmanship for one (1) year from the date of shipment;
 - ii. Software shall substantially conform to Palo Alto Networks’ Published Specifications for three (3) months from the date of fulfillment; and
 - iii. Subscriptions shall perform materially to Published Specifications for the duration of the selected term.

As your sole and exclusive remedy and Palo Alto Networks’ and its suppliers’ sole and exclusive liability for breach of this warranty, Palo Alto Networks shall, at its option and expense, repair or replace the Hardware or correct the Software or the Subscriptions, as applicable.

All warranty claims must be made within ten (10) days from the detection of a suspected defect /discrepancy in writing during the warranty period specified herein, if any. If after using commercially reasonable efforts, Palo Alto Networks, determines in its sole discretion, that it is unable to repay or replace the Product, Customer will be entitled to a refund of the fees paid by the Customer for that portion of the Product that did not comply with the warranty.

Replacement Products may consist of new or remanufactured parts that are equivalent to new. All Products that are returned to Palo Alto Networks and replaced become the property of Palo Alto Networks. Palo Alto Networks shall not be responsible for your or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to Palo Alto Networks for repair or upon termination, whether under warranty or not. You will pay the shipping costs for return of Products to Palo Alto Networks. Palo Alto Networks will pay the shipping costs for repaired or replaced Products back to you.

b. Exclusions

The warranty set forth above shall not apply if the failure of the Product results from or is otherwise attributable to:

- i. repair, maintenance or modification of the Product by persons other than Palo Alto Networks or its designee;
- ii. accident, negligence, abuse or misuse of a Product;
- iii. use of the Product other than in accordance with Published Specifications;
- iv. improper installation or site preparation or your failure to comply with environmental and storage requirements set forth in the Published Specifications including, without limitation, temperature or humidity ranges; or
- v. causes external to the Product such as, but not limited to, failure of electrical systems, fire or water damage.

c. Disclaimers

EXCEPT FOR THE WARRANTIES EXPRESSLY STATED AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE PROVIDED "AS IS". PALO ALTO NETWORKS, ITS LICENSORS, AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PALO ALTO NETWORKS DOES NOT WARRANT THAT (I) THE PRODUCTS WILL MEET YOUR REQUIREMENTS, (II) THE USE OF PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR (III) THE PRODUCTS WILL PROTECT AGAINST ALL POSSIBLE THREATS WHETHER KNOWN OR UNKNOWN.

- 2. **Nonconforming Goods.** Acceptance by the User Agencies shall not relieve the Supplier of its warranty or any other obligation under the Statewide Contract. Supplier does not accept returns unless the good is returned in accordance with Supplier's then current Return Material Authorization policy and procedures.
- 3. **[Reserved]**
- 4. **[Reserved]**
- 5. **Conformity with Contractual Requirements.** The Supplier represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
- 6. **Authority to Enter into Contract.** The Supplier represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber, or interfere with the rights granted to the State.

7. **Obligations Owed to Third Parties.** The Supplier represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Supplier pursuant to the Statewide Contract are or will be fully satisfied by the Supplier so that the State will not have any obligations with respect thereto.
8. **Title to Property.** The Supplier represents and warrants that title to any property assigned, conveyed, or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Supplier until fully paid for by the User Agencies.
9. **Industry Standards.** The Supplier represents and agrees that all aspects of the Supplier goods and services provided shall at a minimum substantially conform to the applicable specifications provided with the goods and services.
10. **Supplier's Personnel and Staffing.**

(i) Staffing Assignments and Credentials

- a. Supplier agrees that all persons, assigned to perform Services under this Contract are either employees or contingent workers of Supplier and all lawful employees of an Authorized Servicing Partner shall have the credentials necessary (i.e., licensed, and bonded, as required) to perform the work required herein; failure to notify User Agency of replacement of subcontractors will be considered breach of contract. Supplier shall include a similar provision in any contract with any subcontractor selected to perform work hereunder. Supplier also agrees that User Agency may approve or disapprove Supplier's subcontractors. The State shall have the right at any time to request and upon mutual agreement the Supplier remove from interaction with State any Supplier representative who the State believes is detrimental to its working relationship with the Supplier. The State shall provide the Supplier with notice of its determination, and the reasons it requests the removal. The Supplier shall not assign the person to any aspect of the Contract or future work orders without the State's consent.
- b. In addition, Supplier warrants that all Supplier personnel it assigns to perform work under this Contract or all lawful employees of Authorized Servicing Partners shall be employees or authorized subcontractors of Supplier and shall be fully qualified to perform the services required herein.
- c. Supplier shall make best efforts to provide and maintain sufficient qualified personnel and staffing to enable the deliverables to be provided in accordance with the Statement of Work. Supplier also warrants that it will comply with all other staffing/personnel obligations set out herein, including but not limited to those pertaining to security, health, and safety issues.
- d. Only if User Agency purchases US Government Premium Support for its entire network of Supplier interconnected Products, and subject to Supplier's US Government Premium Support terms as found in the attached EUSA, Supplier warrants that all staff performing Technical Support Services pursuant to this Contract for that User Agency shall be located entirely within the boundaries of the United States. User Agencies shall be solely responsible to obtain approval from the State to utilize offshore resources in compliance with the requirements of the Georgia Technology Authority (GTA) or other governing entity. Supplier will

have no obligation to ensure that User Agencies have obtained approval to utilize offshore resources. To facilitate Technical Support Services, and for the avoidance of doubt, certain exceptions to resources in the United States exist and certain support services, including engineering support, subject matter expertise, communications with business units and escalations related to technical support may be performed offshore.

(ii) Staffing Changes

- a. [reserved]
- b. Notwithstanding the above provisions, the Parties acknowledge and agree that the Supplier may terminate any of its employees designated to perform work or services under this Contract, as permitted by applicable law. In the event Supplier terminates one of its employees that performs services under this Contract, Supplier will provide User Agency with notice of the termination and an action plan for replacing the discharged employee with a person of at least equivalent training, experience, and talent within five (5) business days of the termination. The Parties understand that continuity of service is of the essence and Supplier will immediately fill any vacated role temporarily until the permanent replacement can be filled consistent with these terms provided herein.

11. Use of State Vehicles. Supplier warrants that no State vehicles will be used by Supplier for the performance of services under this Statewide Contract. Supplier shall be responsible for providing transportation necessary to perform all services.

12. Responsibility. Supplier represents and warrants that it shall remain responsible at all times during the term of the Contract, maintaining legal authority to do business in the State of Georgia, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and control, and acceptable performance on previous and current governmental and/or private contracts, if any.

13. [Reserved]

- 14. Web Accessibility.** As applicable to the Products being provided under the Contract, Supplier shall:
- (i) Take best efforts to ensure products and services comply with and shall remain in compliance with all applicable federal disability laws and regulations, including but not limited to the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations; and
 - (ii) Its products and services, as applicable, conform with the prevailing Web Content Accessibility Guidelines (WCAG) Standards to AA level-currently WCAG 2.1 AA;
 - (iii) Supplier shall maintain, retain, and provide to the State upon request its accessibility testing results and written documentation verifying accessibility in a Voluntary Product Accessibility Template (VPAT);
 - (iv) It shall permit the state to conduct an accessibility audit by any auditor of the State's choice and promptly respond to, resolve, and remediate at no cost to the state any complaint regarding accessibility of its products and services

K. PRODUCT RECALL

In the event that any of the goods are found by the Supplier material quality or performance deficiency so as to require such goods be recalled, the Supplier will communicate in a commercially reasonable timely fashion all relevant facts to the Agency and undertake all corrective actions, including necessary repairs, modifications or replacements pursuant to its internal policies and procedures at its sole expense except to any extent that the Supplier and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Supplier attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Supplier's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to the Statewide Contract Terms and Conditions.
 - (ii) Second, by giving preference to the specific provisions of the RFX.
 - (iii) Third, by giving preference to the specific provisions of the Supplier's Response, including Supplier's End User License Agreement ("EULA") and End User Support Agreement ("EUSA") as modified by the parties, except that objections or amendments by a Supplier that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.
2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement, or clarify the obligations as stated in the RFX and the Supplier's Response. The failure of the parties to make reference to the terms of the RFX or the Supplier's Response in this document shall not be construed as creating a conflict and will not relieve the Supplier of the contractual obligations imposed by the terms of the RFX and the Supplier's Response. The contractual obligations of the Agency cannot be implied from the Supplier's Response.
3. **Compliance with the Law.** User Agencies and Supplier shall comply with and take all actions reasonably possible to ensure its employees, agents, and subcontractors comply with all mandatory federal, state, and local laws, rules, ordinances, regulations, and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or Suppliers. The Supplier, its employees, agents, and subcontractors shall also comply with all mandatory federal, state, and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Supplier and Supplier's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract and of which User Agency has made Supplier aware in writing in advance of the performance of any Services in a Purchase Instrument, mutually agreeable SOW or similar, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. If the value of this Contract is \$100,000 or more and Supplier is a company that employs more than five persons, Supplier certifies that Supplier is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

4. Drug-free Workplace. The Supplier hereby certifies as follows:

- (i) Supplier will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
- (ii) If Supplier has more than one employee, including Supplier, Supplier shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
- (iii) Supplier will secure from any subcontractors hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Supplier's Name), (subcontractor's Name) certifies to the Supplier that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Supplier may be suspended, terminated, or debarred if it is determined that:

- (i) Supplier has made false certification here in above; or
- (ii) Supplier has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. Amendments. The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Supplier.

6. Third Party Beneficiaries. There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Supplier.

7. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

- 8. Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Supplier, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Supplier may elect to submit the matter for mediation. Either the State or the Supplier may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action if the parties so desire.

- 9. Assignment and Delegation.** The Statewide Contract may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Supplier shall be considered an assignment.
- 10. Use of Third Parties.** Supplier has the right to use Authorized Servicing Partners, including distributors, as fulfillment parties under this contract for tasks including but not limited to taking direct orders, processing, fulfillment or provisioning. Supplier may, in its sole discretions, remove with thirty (30) days written notice to the State any Authorized Servicing Partner it deems such Authorized Servicing Partner is no longer meeting Supplier's criteria, is no longer actively engaging under the Contract, or where the addition of the entity would be in violation of any law or regulation applicable to the Contract. User Agencies shall place orders directly only through Authorized Service Partners listed during the term of the Statewide Contract.

No subcontract which Supplier enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Supplier of any responsibility, obligation, or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Supplier under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractors must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractors from the Statewide Contract for good cause. Notwithstanding the foregoing, Supplier utilizes and shall be permitted to use certain subcontractors such as public cloud hosting entities, to provide core, inherent functions of certain of its products. Further, Supplier utilizes and shall be permitted to use certain subcontractors (known as Authorized Service Centers) to provide front line support functions, including initial trouble shooting and support.

- 11. Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.
- 12. Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 13. Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent Supplier contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Supplier nor any of Supplier's agents, servants, employees, subcontractors, or Suppliers shall become or be deemed to become agents, servants, or employees of the State. Supplier shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health, and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
- 14. Joint and Several Liability.** If the Supplier is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.
- 15. Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Supplier for the goods and services provided in connection with the Statewide Contract.
- 16. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Supplier, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 17. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide

Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

- (i) At the time it is actually received; or,
- (ii) Within one (1) day in the case of overnight hand delivery, courier, or services such as Federal Express with guaranteed next day delivery; or,
- (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 18. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 19. Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Supplier to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.
- 20. Time is of the Essence.** Except for a Force Majeure Event, time is of the essence with respect to the performance of the terms of the Statewide Contract.
- 21. Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:
- (i) It has the right, power, and authority to enter into and perform its obligations under the Statewide Contract; and
 - (ii) It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.
- 22. Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 23. Record Retention and Access.** The Supplier shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following

the date of final payment or completion of any required audit, whichever is later. The Supplier should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Supplier shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe in a manner that is not unreasonably disruptive of Supplier's business and no more than once annually, unless greater frequency is required by law or for good cause, any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Supplier relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Supplier shall not impose a charge for audit or examination of the Supplier's books and records. If an audit discloses material incorrect billings or improprieties, the State reserves the right to charge the Supplier for the reasonable costs of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

- 24. Solicitation.** The Supplier warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency.
- 25. Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
- 26. Clean Air and Water Certification.** Supplier certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Supplier will immediately notify the Agency of the receipt of any communication indicating that any of Supplier's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- 27. Debarred, Suspended, and Ineligible Status.** Supplier certifies that the Supplier and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Supplier will immediately notify the Agency if Supplier is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Suppliers by a federal entity.
- 28. Use of Name or Intellectual Property.** Supplier agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
- 29. Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Supplier's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Supplier or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Supplier to perform services required in this Statewide Contract, which verification is incorporated herein by reference.
- 30. Certification Regarding Sales and Use Tax.** By executing the Statewide Contract, the Supplier certifies it is either (a) registered with the State Department of Revenue, collects, and

remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a “retailer” as defined in O.C.G.A. Section 48-8-2. The Supplier also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Supplier also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

- 31. Delay or Impossibility of Performance.** Neither party shall be in default under the Contract if performance is delayed or made impossible by circumstances beyond such party’s reasonable control and without such party’s fault or negligence, including, but not limited to, an act of God, natural disaster, extreme weather, war, terrorist attack, riot, embargo, governmental order or declaration of emergency, quarantine, epidemic, pandemic, or public health emergency (collectively a “Force Majeure Event.”). In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Supplier. If delay results from a subcontractor’s conduct, negligence, or failure to perform, the Supplier shall not be excused from compliance with the terms and obligations of the Contract.
- 32. Limitation of Contractor’s Liability to the State.** Except as otherwise provided in this Contract, Supplier’s liability to the State for any claim of damages arising out of this Contract shall be limited to direct damages and shall not exceed in the aggregate two times the total amount payable to Supplier in the 12 months prior to the event or circumstances that first gave rise to such liability, or \$10,000,000, whichever is the greatest. For clarity, this amount is in the aggregate and not per incident. Except for any liability which cannot be limited or excluded under mandatory applicable law, and subject to Supplier’s total aggregate liability under this Section, the aggregate liability of Supplier including consequential damages for all Security Incidents, Data Breaches of Supplier’s environment, and any breach of the Contract’s Data Security Terms and Conditions shall not exceed \$15,000,000. Where a Security Incident, Data Breach and/or breach of the Contract’s Data Security Terms and Conditions is also a breach of any confidentiality or non-disclosure obligations, the foregoing cap applies.

Notwithstanding the above, neither party’s liability shall be limited for (a) claims for personal injury or bodily injury, including death resulting directly from the other party’s negligence ; (b) claims resulting from gross negligence, recklessness, bad faith, or intentional misconduct, (c) amounts due Supplier, (d) misuse or misappropriation by a party of the other parties’ intellectual property rights; or (e) failure to comply with export control obligations.

Notwithstanding any other term in this Contract, except as provided above in regard to Security Incidents, Data Breaches and breach of the Contract’s Data Security Terms and Conditions,, neither party will be liable for (a) indirect, incidental reliance, consequential, special or exemplary damages; or (b) loss of actual or anticipated revenue, profit, business, savings, data, goodwill or use, business interruption, damages data, wasted expenditures or delay in delivery (in all cases, whether direct or indirect).

This limitation of liability applies whether the claims are in contract, tort (including negligence), under any indemnity, strict liability, misrepresentation or otherwise, in each case even if a party has been informed of the possibility of that liability. References to loss refers to any and all kinds of loss or damage including, without limitation, any damages, fines, costs, charges, fees or other liability. The State of Georgia has waived sovereign immunity for breach of written contract.

This section will survive termination of the Statewide Contract.

- 33. Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Supplier incurred or existing under the Statewide Contract as

of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

- 34. Counterparts.** The Agency and the Supplier agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 35. Further Assurances and Corrective Instruments.** The Agency and the Supplier agree that they may, from time to time, upon mutual agreement execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.
- 36. Transition Cooperation and Cooperation with other Suppliers.** Supplier agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another Supplier. The Supplier shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another Supplier, if permitted under Supplier's transfer policies as incorporated in the attached End User License and End User Support Agreements. Such transition assistance will be done after mutual agreement between the parties on any costs or fees that Supplier charges for such assistance.
- 37. State Security.** Supplier shall obtain a criminal background investigation on its US based officers, agents, employees, subcontractor, or other workers ("Workers") assigned to have regular interaction with children, students, employees, money, sensitive or confidential data, or access to the State Entity's premises, computers, hardware, software, programs, and/or information technology infrastructure or operations. The State Entity reserves the right to require additional background checks to be made on any of Supplier's Workers. Supplier shall review the results of the background investigation and only provide personnel who have no criminal convictions or who Supplier has determined do not pose an unreasonable risk to persons or property, based on application of its background check adjudication standards and an individualized assessment in accordance with applicable law governing evaluation of background checks. Moreover, if such background investigation reveals or at any time Supplier discovers that a Worker has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, breach of trust/fiduciary responsibility, or which raises concerns about facility, system, or personal security or is otherwise job related, Supplier shall not permit that Worker to access any state facilities, data, or technology, shall remove any access privileges already given to that Worker, and shall not permit any such access unless Supplier notifies the State Entity and the state Entity expressly consents to the access, in writing, prior to the access. To the extent allowable by applicable law, Supplier shall notify the State Entity of any change in a Worker's criminal history of which it becomes aware. The State Entity may, in its sole discretion, terminate a Worker's access to the State Entity's facilities, computers, hardware, software, programs, and/or information technology infrastructure or operations.
- 38. Sexual Harassment Prevention.** The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, Suppliers, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its Suppliers

and their employees and subcontractor will interact with entities of the State of Georgia, their customers, and other Suppliers of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy (the “Policy”), all Suppliers who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Supplier, including its employees and subcontractor, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Supplier may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Supplier is an individual who is regularly on State premises or who will regularly interact with State personnel, Supplier certifies that:
 - a. Supplier has received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - b. Supplier has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - c. Upon request by the State, Supplier will provide documentation substantiating the completion of sexual harassment training.

- (ii) If Supplier has employees and subcontractor that are regularly on State premises or who will regularly interact with State personnel, Supplier certifies that:
 - a. Supplier will ensure that such employees and subcontractor have received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - b. Supplier has provided sexual harassment prevention training in the last year to such employees and subcontractor and will continue to do so on an annual basis; or Supplier will ensure that such employees and subcontractor complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - c. Upon request of the State, Supplier will provide documentation substantiating such employees and subcontractor’ acknowledgment of the State of Georgia’s Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.



Attachment: 4

In the course of providing goods and/or services to the State of Georgia and governmental entities of the State pursuant to this contract, Supplier may gain access to Sensitive State Data as defined below. In such event, these Data Security Terms and Conditions shall apply.

I. DEFINITIONS AND GENERAL INFORMATION

A. Definitions. The following words shall be defined as set forth below:

1. **"Authorized Persons"** means Supplier and its employees, subcontractors, contractors, affiliates or other agents to the extent necessary for such persons to access Sensitive State Data to enable Supplier to provide goods and/or services under this Agreement.
1. **"Data Breach"** means a breach of the security of a system or procedure used by Supplier to create, obtain, transmit, maintain, use, process, store, or dispose of data is confirmed to have been breached and Sensitive State Data is exposed to unauthorized access, use, disclosure, alteration, or theft.
2. **"End User Data"** means data that is provided by or on behalf of the State to Palo Alto Networks during the relationship governed by this Agreement. For the avoidance of doubt, End User Data does not include Systems Data.
3. **"Personally Identifiable Information"** includes, but is not limited to, personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; Personal Information as defined in O.C.G.A. 10-1-911 and/or any successor laws of the State of Georgia; Personally Identifiable Information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; Medical Information as defined in Georgia Code Section 32.1-127.1:05; Protected Health Information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; Nonpublic Personal Information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
4. **"Personal Data"** as defined in O.C.G.A. § 10-1-911 means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted or redacted:
 - a. Social security number;
 - b. Driver's license number or state identification card number;
 - c. Account number, credit card number, or debit card number, if circumstances exist wherein such a number could be used without additional identifying information, access codes, or passwords;
 - d. Account passwords or personal identification numbers or other access codes; or
 - e. Any of the items contained in subparagraphs (A) through (D) of this paragraph when not in connection with the individual's first name or first initial and last name, if the information compromised would be sufficient to perform or attempt to perform identity theft against the person whose information was compromised.

5. **“Sensitive State Data”** means End User Data that is not required to be publicly disclosed under the Georgia Open Records Act, O.C.G.A. § 50-18-72 et seq., including any plan, blueprint, or material which if made public would compromise security.

6. **“Security Incident”** means the significant probability of unauthorized access by non-Authorized Persons to Sensitive State Data that could reasonably result in the use, disclosure, alteration, or theft of the Sensitive State Data or information technology resources within the possession or control of Supplier or any cyber-attack, data breach, or identified use of malware that may create a life-safety event, substantially impair the security of data or information systems, or affect critical systems, equipment, or service delivery. A Security Incident may or may not turn into a Data Breach. External pings and other broadcast attacks on Palo Alto Networks’ firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any similar routine attempts shall be a Security Incident so long as such attempt does not adversely impact or have a significant probability of adversely impacting the State.

7. **“Systems Data”** means data generated or collected in connection with the use of the Products by an end user, such as logs, session data, telemetry data, support data, usage data, threat intelligence or actor data, statistics, netflow data, potentially malicious files detected by the Product, and derivatives thereof.

II. DATA OWNERSHIP AND PROTECTION

A. Data Ownership. Unless otherwise agreed to in writing, nothing in the Contract transfers ownership of any intellectual property rights. The State will own all right, title, and interest, in its End User Data. Supplier retains all right, title, interest and ownership of its Products, Systems Data and data provided to Supplier directly or through its ASC partners as part of the State’s access and use of Supplier’s Products. Supplier shall not access Sensitive State Data, except 1) as is reasonably necessary to perform data center operations, 2) in response to service or technical issues, 3) as required by Supplier to provide the goods and services covered by this Agreement or 4) at the State’s request. Supplier has a limited, non-exclusive license to use Sensitive State Data solely for the purpose of performing its obligations under this Agreement.

B. Data Protection. Protection of personal privacy and data shall be an integral part of the business activities of Supplier and designed to ensure that there is no inappropriate or unauthorized access to or use of Sensitive State Data at any time. To this end, Supplier shall safeguard the confidentiality, integrity, and availability of Sensitive State Data and comply with the following conditions:

1. Supplier shall maintain appropriate administrative, physical, and technical security measures to safeguard against unauthorized access, use, disclosure, alteration, or theft of Sensitive State Data. Such security measures shall be in accordance with one or more internationally recognized information security frameworks (e.g., SOC 2, ISO 27001, current NIST 800-53 standards) commensurate with the FISMA data classification specified by the State. If no data classification is specified by the State, in accordance with the measures applicable to the FISMA moderate classification.
2. Supplier shall use industry best practices and up-to-date security tools, technologies, and practices such as network firewalls, anti-virus protections, vulnerability scans, system logging, 24x7 system monitoring, third-party penetration testing, and intrusion detection methods in providing services under this Agreement.
3. Where the security objectives of confidentiality, authentication, non-repudiation, or data integrity are categorized FISMA compliance level moderate or higher, all electronic Sensitive State Data shall be encrypted using a cryptography method that meets industry standards while at rest

on all devices controlled by Supplier and in transit across public networks with controlled access. Unless otherwise provided in the Agreement, Supplier and the State is responsible for encryption of the Sensitive State Data.

4. Unless otherwise provided in the Agreement Supplier shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Sensitive State Data to that which is absolutely necessary to perform job duties.

5. Supplier shall not disclose Sensitive State Data to any third party without the prior written consent of the State except as otherwise provided by the Agreement or required by law. Nor shall supplier, copy, or retain Sensitive State Data except as provided for in the RFX. Supplier shall ensure that its employees and agents who will have potential access to Sensitive State Data have passed appropriate, industry standard background screening and, where applicable, federally mandated background screening and possess the qualifications and training to comply with the terms of this Agreement. Supplier shall promote and maintain an awareness of the importance of securing Sensitive State Data among Supplier's employees and agents.

C. Data Location. In providing goods and services to the State, Supplier shall access, store, and process Sensitive State Data solely from location(s) or data centers in the U.S. and Supplier shall notify State of such locations. Storage of Sensitive State Data at rest shall be located solely in location(s) or data centers in the U.S. and Supplier shall notify State of such locations. Supplier shall not allow its personnel or Authorized Persons to store Sensitive State Data on portable devices, including personal computers, except for devices that are used and kept only at U.S. location(s) or data centers. Supplier shall only permit its personnel and consultants to remotely access Sensitive State Data as required to provide goods and services under this Agreement and shall only allow such remote access from locations within the U.S.

III. SECURITY INCIDENT AND DATA BREACH RESPONSIBILITIES

Supplier shall inform the State of any Security Incident or Data Breach.

A. Incident Response. Supplier may need to communicate with outside parties regarding a Security Incident or Data Breach, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law, or contained in the Agreement. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of Supplier's communication and mitigation processes as mutually agreed upon, defined by law, or contained in the Agreement. Any contacting of law enforcement on matters regarding State systems or data must be followed by a report to the Georgia Information Sharing and Analysis Center (GISAC) at (404) 561-8497.

B. Security Incident and Data Breach Reporting Requirements. Upon becoming aware of a Security Incident or confirmed Data Breach, Supplier shall:

1. Promptly notify the State identified contact within forty-eight (48) hours of discovery or sooner, unless shorter time is required applicable law;
2. Fully investigate the Security Incident or Data Breach and reasonably cooperate with the State's investigation of and response thereto. Except as otherwise required by law, Supplier shall not provide notice of the Security Incident or Data Breach directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the State;
3. promptly implement necessary remedial measures reasonably determined by Supplier; and
4. document responsible actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
5. Supplier will provide daily updates where necessary, or more frequently if required by the State, regarding findings and actions performed by Service Provider to the State Identified Contact until the Data Breach has been effectively resolved to the State's reasonable satisfaction.

6. Supplier shall quarantine the Data Breach, ensure secure access to Data, and repair IaaS and/or PaaS as needed in accordance with the SOW and/or SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.

IV. [Reserved]

V. SECURITY

- A. Data Center Audit.** If applicable in the provision of the goods and services covered by this Agreement, Supplier shall ensure an independent audit or provide ISO 27001 certification of its data centers at least annually at its expense and provide a copy of the audit report upon request. A Service Organization Control (SOC) 2 audit report or approved equivalent (the ISO 27001 certification, State RAMP certification, or FedRAMP certification) sets the minimum level of a third-party audit.
- B. Security Processes.** Supplier shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and Supplier.
- C. Encryption of Data at Rest.** For data categorized as moderate or high in Federal Information Processing Standard 199, Supplier shall ensure confidentiality and integrity of information at rest consistent with Supplier's Data Privacy Sheets available on Supplier's Trust Center (<https://www.paloaltonetworks.com/legal-notice/trust-center>).

VI. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA

- A.** Except as otherwise expressly prohibited by law, Supplier shall:
 1. immediately notify the State of any subpoenas, warrants, or other legal orders, demands or requests received by Supplier seeking Sensitive State Data;
 2. consult with the State regarding its response;
 3. cooperate with the State's reasonable requests in connection with efforts by the State to intervene and quash or modify the legal order, demand, or request; and
 4. upon the State's request, provide the State with a copy of its response.
- B.** If the State receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Georgia Open Records Act) or request seeking Sensitive State Data maintained by Supplier, the State shall promptly provide a copy to Supplier. Supplier shall promptly supply the State with copies of data required for the State to respond and shall cooperate with the State's reasonable requests in connection with its response.

VII. TERMINATION OBLIGATIONS

- A.** Upon termination or expiration of the Agreement, Supplier shall secure, orderly (1) destruction of, or where possible (2) return of Sensitive State Data in the format and at a time specified by State. Transfer to State or a third party designated by State shall occur without significant interruption of service and, to the extent technologically feasible, State shall have access to Sensitive State Data during the transfer. Following such transfer, Supplier shall securely destroy Sensitive State Data in its possession or control. Supplier shall not destroy any Sensitive State Data that has not been returned to State in the event of ongoing contract or other disputes between the parties or for so long as amounts remain payable by State.
- B.** Destroyed Sensitive State Data shall be permanently deleted and shall not be recoverable in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88, Guidelines for Media Sanitization, using the purge method from Appendix A, Minimum Sanitization

Recommendations, for the type of media being purged. Certificates of destruction shall be provided to the State. Supplier may retain a copy of Sensitive State Data if necessary to comply with law or its applicable professional standards.

VIII. COMPLIANCE

A. Supplier shall comply with all applicable laws and requirements in this Attachment. In accordance with the Contract, any Supplier personnel visiting the State's facilities will comply with all applicable State policies regarding access to, use of, and conduct within such facilities Provided the State has provided copies of such policies to Supplier in advance and as mutually agreed to in writing.

B. Supplier warrants that in providing goods and services to the State it is fully compliant with relevant laws, regulations, and guidance that may be applicable to the goods and services such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations if mandatory and applicable.

C. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to the goods and services provided to the State, Supplier shall, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the Request.

ATTACHED HERE WILL BE SUPPLIER'S END USER AGREEMENT, END USER SUPPORT AGREEMENT, AND ANY SLAs or SLAs THAT SUPPLIER MAY OFFER.



PALO ALTO NETWORKS, INC.
NETWORKING EQUIPMENT PRODUCTS AND SERVICES
PRICE SCHEDULE
CONTRACT ID #99999-SPD-SPD0000219-0010
EXHIBIT "A"

Category 3: Network Security Products & Security Solutions

| Products/Equipment/Hardware/Software | MSRP % DISCOUNT | EDUCATIONAL MSRP % DISCOUNT |
|---|------------------------|------------------------------------|
| Core Products / Equipment / Hardware Discount | 19% | 20% |
| Product / Hardware Maintenance Licensing & Support Discount | 9% | 10% |
| Software / Subscription Discount | 14% | 15% |