

December 6, 2006

Cicso Systems, Inc. 170 W. Tasman Drive San Hose, CA 95134 Attn:

Ref: Contract No:

Enclosed please find your copy of the above referenced contract.

This contract has been approved

Cordially,

CONTRACT FOR SERVICE DOCUMENT NO.

CONTRACT FOR SERVICE DOCUMENT NO. MAINTENANCE, HARDWARE AND SOFTWARE BUREAU OF INFORMATION TECHNOLOGY AND AUTOMATION WITH: CISCO SYSTEM, INC.

CONTRACT FOR SERVICE PART I **AGREEMENT** This CONTRACT, is made and entered into by and between body politic and corporate ("County") and CISCO SYSTEMS, INC., a California corporation, herein the "Contractor", pursuant to authorization by the as evidenced by the Board authorization letter attached as EXHIBIT A dated (May 2004). WHEREAS, the is responsible for procuring products and services for the BUREAU OF INFORMATION TECHNOLOGY & AUTOMATION, herein the "Using Department". WHEREAS, the Using Department requires services to enable it to maintain and upgrade the Wide Area Network; WHEREAS, the Contractor is able and willing to provide services, hereinafter referred to as the "Work Program" as required by the , upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein; NOW, THEREFORE, in consideration of the premised and mutual undertakings herein set forth, the parties agree as follows: I. WORK PROGRAM The Contractor agrees to provide services to the in accordance with the terms herein. with a discount of Contractor shall provide the [thirty and one half (30.5) off of its then-current List Price during the contract period in Section II below. II. CONTRACT PERIOD The Contract shall be effective for purchases up to but not to exceed the amount listed in Section [five (5)] years of SMARTnet maintenance services, after proper execution of the Contract by III below for

the County and the Contractor. III. PAYMENT

All charges shall not exceed the amount of (\$4,000,000) as provided for in the Bills of Material attached hereto as Exhibit C and shall be paid in accordance with the terms set forth in the Agreement, including the Terms of Sale and Software License Agreement contained in Exhibit B, Contractor Documents, and Part ii General Conditions, Contract for Supply.

The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, Contract for Supply, and is incorporated herein by this reference, Contractor's attention is specifically directed to GC-02, Subcontracting or Assignment of Contract Funds.

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

EXHIBIT A

EXHIBIT B

EXHIBIT C

VI. ORDER OF PRECEDENCE

In the event there is a conflict between or among any of the following documents specified below (which are collectively known as the "Contract"), the order of precedence of the documents shall be as follows:

- (1) PARTI;
- (2) PART II GENERAL CONDITIONS; AND
- (3) EXHIBIT B.

The parties agree that the Contract is the complete agreement between the parties and replaces any prior oral or written agreement or communication between the parties relating to the subject matter hereof.

CONTRACT FOR SUPPLY

PART II

GENERAL CONDITIONS

INDEX

SECTION SUBJECT PAGE GCGC-

O1 INTENTIONALLY OMITTED 1

GC-02 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT

FUNDS 1

GC-03 INDEPENDENT CONTRACTOR STATUS I

GC-04 INTENTIONALLY OMITTED 1

GC-05 INSURANCE 1

GC-06 TAXES 1

GC-07 INTENTIONALLY OMITTED 1

GC-08 CONTRACTOR CREDITS 1

GC4)9 DISPUTES 2

GC-10 INTENTIONALLY OMITTED 2

GC-I1 INTENTIONALLY OMITTED 2

GC-12 INTENTIONALLY OMITTED 2

GC-13 DELAYS 2

GC-14 MODIFICATIONS AND AMENDMENTS 2

GC45 INTENTIONALLY OMITTED 2

GC-16 INTENTIONALLY OMITIED 3

GC-17 INTENTIONALLY OMITTED 3

GC-18 INTENTIONALLY OMITTED 3

GC 19 COMPLIANCE WITH LAWS 3

GC-20 INTENTIONALLY OMITTED 3

GC-21 ACCIDENT REPORTS 3

GC-22 USE OF PREMISES 3

GC-23 GENERAL NOTICE 3

GC-24 INTENTIONALLY OMITTED 4

GC-25 INTENTIONALLY OMITTED 4

SSSV2.38

GC-26 INTENTIONALLY OMITTED 4

GC-27 INTENTIONALLY OMITTED 4

GC-28 INTENTIONALLY OMITTED 4

GC-29 INTENTIONALLY OMITTED 4

GC-30 WAIVER 4

GC-31 ENTIRE CONTRACT 4

GC-32 INTENTIONALLY OMITTED 4

GC-33 CONTRACT INTERPRETATION 4

GC-34 MINORITY AND WOMEN BUSINESS ENTERPRISES 5

GC-35 INTENTIONALLY OMITTED 6

CONTRACT FOR SUPPLY
PART II
GENERAL CONDITIONS
GC-O1 INTENTIONALLY OMITTED
GC-02 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS
Once executed by the , neither party shall assign this Contract, except in the case of Cisco to a
majority-owned parent or subsidiary company, without the prior written consent of the other, such
consent not to be unreasonably withheld or delayed. The Contract shall bind and inure to the benefit of
the successors and permitted assigns of the parties, if any, in accordance with this Section.
GC-03 INDEPENDENT CONTRACTOR STATUS
The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all
purposes arising out of the Contract, independent contractors and not employees of the
expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agent
and representatives shall in no event as a result of the Contract be entitled to any benefit to which County
employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation
benefits and injury leave or other leave benefits.
GC-04 INTENTIONALLY OMITTED
GC-O5 INSURANCE
Contractor shall purchase and maintain during the term of this Contract insurance coverage which
will satisfactorily insure him against claims and liabilities which could arise because of the performance
of the Contract. Such insurance shall include, but not be limited to, Workers' Compensation and
Employer's Liability, Auto Liability, Professional Liability and Commercial General Liability. The
provision of this paragraph shall not be deemed to limit the liability of Contractor hereunder or to limit
any rights that Contractor or County may otherwise have.
GC-06 TAXES
Federal Excise Tax does not apply to materials purchased by virtue of Exemption
Certificate No. , Use Tax and Municipal
Retailers' Occupation Tax do not apply to materials, or services purchased by the County by virtue of
statute. The
price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect
taxes which apply to this Contract. The Sales Tax Exemption Identification No.
is
(F-6489-3830-39).
GC07 INTENTIONALLY OMITTED
GC-08 CONTRACTOR CREDITS
To the extent the Contractor gives credits toward future purchases of goods or services, financial
incentives, discounts, value points or other benefits based on the purchase of the materials or services
provided for under this Contract, (the "credits") such credits belong to the County and not the Using
Department or any other County department. Contractor shall report any such credits to the Purchasing
Agent.
GC-09 DISPUTES
Except for a claim by Contractor in connection with Paragraphs 7 (Proprietary Rights and
Software License), 11, Export, Re-Export and Transfer Controls"), or 12 (Confidential Information) of
the Cisco Terms of Sale and Software License attached as Exhibit B to the Contract between
and Contractor, any factual dispute arising under the Contract between and Contractor shall be
mediated through the following procedure. The complaining party shall submit a written statement
detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent.
Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in

written response, the Purchasing Agent shall reduce his or her decision to writing and shall mail or otherwise furnish a copy thereof to the Contractor and the Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity.

GC-10 INTENTIONALLY OMITTED

GC-11 INTENTIONALLY OMITTED

GC42 INTENTIONALLY OMITTED

QC-13 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-14 MODIFICATIONS AM) AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall

only be made by mutual agreement ir	n writing. No such modifications and amendments which
individually or cumulatively result in	additional cost of (\$20,000.00) or greater or which
extend the term of the Contract by the	irty (30) days or more shall be deemed as authorized without the
advance approval of the	. Modifications and amendments which
increase cost by less than	(\$20,000.00) or which do not extend the term of the Contract by
more than [fourty-five (45)] days may only be made with the advance written approval of the
Purchasing Agent. Contractor is here	by notified that except for the specific changes listed in the following
paragraph, no department or o	employee thereof has authority to make any modification or
amendment to this Contract. Any mo	dification or amendment to this Contract except as provided for in
the following paragraph made without	at the express written approval of the Purchasing Agent is void and
unenforceable.	

GC-15 INTENTIONALLY OMITTED

GC-16 INTENTIONALLY OMITTED

GC47 INTENTIONALLY OMITFED

GC-18 INTENTIONALLY OMITTED

GC-19 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certification attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-20 INTENTIONALLY OMITTED GC..21 ACCIDENT REPORTS

The Purchasing Agent and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report, if obtainable.

GC-22 USE OF PREMISES

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of

the facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of his employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

GC-23 GENERAL **NOTICE**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

PURCHASING AGENT

(Party name)

(party address)

(Reference County Contract Number)

TO THE CONTRACTOR:

At address provided in its proposal or as otherwise indicated in writing to County.

GC-24 INTENTIONALLY OMITTED

GC-25 INTENTIONALLY OMITTED

GC-26 INTENTIONALLY OMITTED

GC-27 INTENTIONALLY OMITTED

GC-28 INTENTIONALLY OMITTED

GC-29 INTENTIONALLY OMITTED

G30 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-31 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-32 INTENTIONALLY OMITTED

GC-33 CONTRACT INTERPRETATION

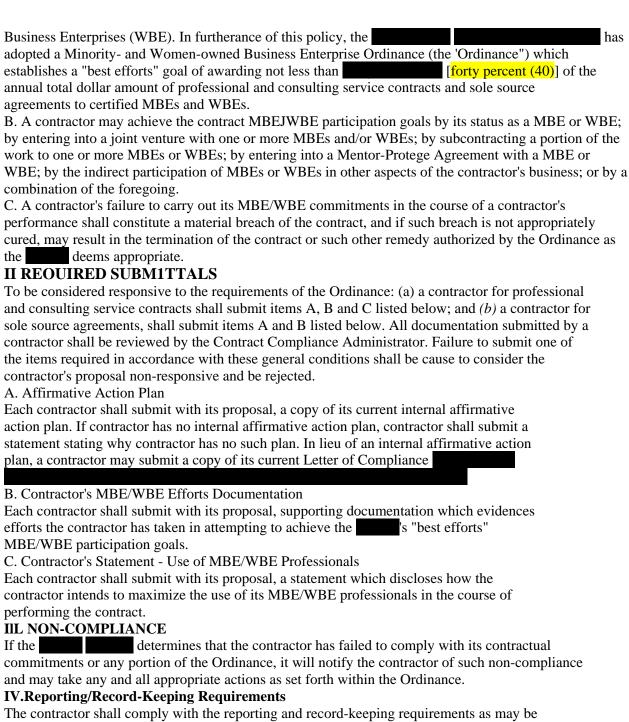
Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. if any language is stricken or deleted from this contract, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn therefrom. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

GC-34 MINORITY AND WOMEN BUSINESS ENTERPRISES

COUNTY ORDINANCE CHAPTER 10., SECTION 43.1 - 43.10

I. POLICY AND GOALS

A. It is the policy of the to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned



The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EOUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

GC-35 INTENTIONALLY OMITTED

END OF SECTION

GC-5 SSSV2.38

AGENDA Transmittal Form/Request For Board Meting of	
Bureau of Information Using Agency Technology & Automation Date (06/26/06) Purchase Requisition No , (0-874-	
Using Agency Technology & Automation Date (06/26/06) Purchase Requisition No, (0-874-3038)	1
This form must be used to place business transactions (itemized below) on the agenda for the	
. All questions must be answered in order for your request to be placed	
on the Board Agenda.	
1. Describe item (name/quantity) or services requested:	
Requesting authorization for the PurchasIng Agent to enter into a concracc with Cisco Systems Incor	
for hardware aid software maintenance for the wide area network and	
(Hospital) campus local area network.	
2. What type of transaction are you requasting?	
A. () Advertise for bids (go directly to question 5)	
B. (X) enter into a contract	
C. () Renewal of existing contract	
You may check more than one of the following if applicable:	
El. () Increase dollar amount of existing contract	
E. () Extend time period of existing contract	
3. If you checked 2B through 2E , you must complete all of the following questions:	
A. Vendor name and address:	
If you are requesting to enter into a contract with a £peciil company or individu1, you fl9t	
explain why this company 'Or individual is the one capable of supplying the products or	
ervics. Likewise, you roust c*plain why a renewal or extension is necessary in liu of rebidding;	
B. Reason:	
Cisco Systems, Inc., manufacturer of the County's data network equipment , will provide hardware	
software maintenance services to the Bureau of Information Technology and Automation and the IE	
Health at the greatest discount available. In additions the will further benefit from the value-added	
services offered by Cisco Systems, Incorporated. 4. If you checked 2C through 21 above, you must complete the following:	
Contract No:	
Amount of original board approved contract:	
Board approved date COM	
5. Expiration date of current contract (if applicable):	
Dates of proposed contract (if applicable) from: to:	
6. Fiscal Impact: (\$2,550,000.00) Account Description: Repair & maintenance of Telecommunications	
Equipment (\$2,300,000.00) from Budget Account (\$593,703) from	
Budget Account	
Y.2006:\$ (300,000; Y.2007: \$ (500,000); Yr. 2008: \$ (500,000)	
A. Amount of new contract increase: s	
B. Amount of above applicable to initial fiscal year:\$. (300,000) from Account (563-375)	
Name Phone number	
Title:	
G'	
Signature	

EXHIBIT B TERMS OF SALE

AND SOFTWARE LICENSE AGREEMENT

(United States)

These Terms of Sale and Software License Agreement ("Terms of Sale") shall apply to all Purchase Orders placed with Cisco Systems, Inc., a California corporation having its principal place of business at 170 West Tasman Drive, San Jose, California, 95134 ("Cisco") by you ("Customer") for Services. Customer may place purchase orders for the various Services offered by Cisco. The provision of any such Services, if accepted by Cisco, shall be subject to these Terms of Sale, as well as the additional terms and conditions set forth in Cisco's then-current applicable Service descriptions that describe in detail the deliverables and other terms applicable to such Services. Copies of Cisco's Services descriptions may be found at http://www.cisco.com/warn/eublic/cc/serv/mktfsup/advsv/eades ds.df or obtained by sending a request to serviceterms@cisco.com, indicating the Service requested, the country in which Customer is located and the country in which the requested Services are to be delivered. Cisco reserves the right to subcontract services to a third party maintenance organization to provide Services to Customer.

1.0 **DEFINITIONS**

- 1.1 *Cisco.com* is Cisco's suite of on-line services and information at http://www.cisco.com.
- 1.2 *Hardware* is the tangible Cisco product acquired by Customer from Cisco and listed on the Price List. Hardware does not include any third-party tangible product listed on the Price List.
- 1.3 Network **Services** are the services offered by Customer, as Customer's primary business model, which services may include the following: access to the Internet, data and voice transmission and any other communications service furnished by Customer by means of Customer's communications network.
- 1.4 *Price List* is the price list published at Cisco.com applicable to a Purchase Order in the country or region in which Customer places Purchase Orders.
- 1.5 **Products** are, individually or collectively as appropriate, Hardware, Software and Documentation listed on the then-current Price List.
- 1.6 **Purchase Order** is a written or electronic order issued by Customer to Cisco for Products or Services to be purchased, licensed or provided under the Contract.
- 1.7 **Services** are any maintenance, technical support, or any other services performed or to be performed by Cisco pursuant to the Contract, including these Terms of Sale; provided that "Services" does not include those services designated by Cisco as "Advanced Services" for which Cisco requires a separate statement of work to be executed between the parties.
- 1.8 **Software** is the machine readable (object code) version of the computer programs, including firmware, and any copies made, bug fixes for, updates to, or upgrades thereof listed from time to time on the Price List or provided with the Hardware and made available by Cisco for license to Customer. Software does not include any third-party computer programs listed on the Price List.
- 1.9 **SOW** is a Statement of Work which describes the Services to be performed by Cisco, if any.
- 1.10 *Territory* is the country(ies) in which Customer has been granted Cisco resale certifications, or in the absence of any such certifications, the country in which Customer's principle place of business is located.

2.0 **SCOPE**

2.1 The Contract, including these Terms of Sale set forth the terms and conditions for Customer's purchase of Services solely for use in the Territory and solely for (i)

Customer's internal business use, (ii) providing Network Services if Customer's primary business is Network Services, or (iii) resale only if and where Customer has been granted appropriate reseller certifications by Cisco for the specific Services to be resold. Customer shall not resell any Service to any end user or other third party, including any reseller, without such reseller certifications.

2.2 Customer is not authorized by these the Contract (including these Terms of Sale) to resell Products to any

3.0 PRICES

- 3.1 Prices for Services shall be those specified in Cisco's then current Price List, less any applicable discount at the time of acceptance of the Purchase Order by Cisco, or in accordance with a written price quotation, if any, submitted by Cisco to Customer for such Services.
- 3.2 All prices are exclusive of any freight, handling and shipping insurance charges, taxes, fees and duties or other similar amounts, however designated, including without limitation value added, sales and withholding taxes which are levied or based upon the prices, charges or upon these Terms of Sale. Customer shall pay any taxes related to Services provided pursuant to these Terms of Sale (except for taxes based on Cisco's income) or shall present an exemption certificate acceptable to all relevant taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent practical.

4.0 ORDERS

- 4.1 Upon and subject to credit approval by Cisco at the time of Cisco's receipt of any Purchase Order, Customer shall purchase Services by issuing a Purchase Order, signed, if requested by Cisco, or (in the case of electronic transmission) sent by its authorized representative, indicating specific Products and Services, Cisco Product numbers, quantity, unit price, total purchase price, shipping instructions, requested shipping dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, contract reference, and identity of the End User for each Serviće. No contingency contained on any Purchase Order shall be binding upon Cisco. The terms of these Terms of Sale shall apply, regardless of any additional or conflicting terms on any Purchase Order or other correspondence or documentation submitted by Customer to Cisco, and any such additional or conflicting terms are deemed rejected by Cisco.
- 4.2 Cisco shall use commercially reasonable efforts to provide order acknowledgement information within [five (5)] business days for all Purchase Orders placed on Cisco.com or within [fifteen (15)] business days of Purchase Orders faxed or hand delivered to Cisco. Cisco Customer Service will review and accept or decline all Purchase Orders for the Cisco entity that will supply the Services, and no other person is authorized to accept Purchase Orders on behalf of Cisco. Cisco Customer Service may accept a Purchase Order even if some of the information required by Section 4.1 above is missing or incomplete.

5.0 PAYMENT

Upon and subject to credit approval by Cisco, payment terms shall be [forty (40)] days from shipping date. All payments shall be made in the currency in which the Price List is quoted for the applicable Purchase Order. If at any time, Customer is delinquent in the payment of any invoice, or is otherwise in breach of these Terms of Sale, Cisco may, in its discretion, and without prejudice to its other rights, withhold shipment (including partial shipments) of any order, require Customer to prepay for further shipments, and/or withhold the provision

of Services, until complete payment has been received. Customer grants Cisco a security interest in Products purchased under these Terms of Sale to secure payment for such Products. If requested by Cisco, Customer agrees to execute financing statements to perfect this security interest.

6.0 PROPRIETARY RIGHTS AND SOFTWARE LICENSING

6.1 Subject to the terms contained in Attachment A (End User License Agreement ("EULA")), Cisco grants to Customer a non-exclusive, non-transferable license (a) to use the Software and Documentation for Customer's Internal Use, and (b), where Customer is a certified Cisco reseller, to market and Resell the Software and related Documentation in the Territory during the term of these Terms of Sale, solely as permitted by Section 2.0 (Scope) and this Section 6.0 (Proprietary Rights And Software Licensing) of these Terms of Sale. Any resale of Software or Documentation to any person or entity other than as expressly permitted by Section 2.0 (Scope) is expressly prohibited. Customer may not sublicense, to any person or entity, its rights to distribute the Software or Documentation.
6.2 Where Customer is a certified Cisco Reseller, Customer shall provide a copy of the EULA to each end user prior to installation of the Software. Customer shall notify Cisco promptly of any breach or suspected breach of the EULA and further agrees that it will, at Cisco's request, assist Cisco in efforts to preserve Cisco's intellectual

property rights including pursuing an action against any breaching third parties.

7.0 LIMITED WARRANTY

81 Services. ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, CISCO HEREBY DISCLAIMS AND CUSTOMER WAIVES ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY, (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE, AT CISCO'S OPTION, REPERFORMANCE OF THE SERVICES; OR TERMINATION OF THIS AGREEMENT OR THE APPLICABLE EQUIPMENT LIST OR SOW AND RETURN OF THE PORTION OF THE SERVICE FEES PAID TO CISCO BY CUSTOMER FOR SUCH NON-CONFORMING SERVICES.

8.0 CONFIDENTIAL INFORMATION

8.1 "Confidential Information" to be disclosed by Customer under these Terms of Sale is information regarding Customers network operations and technical plans and marketing and financial data, and "Confidential Information" to be disclosed by Cisco under these Terms of Sale is information regarding Cisco's Products and Services, technical, financial, and marketing data, information relating to future product and service development, and information posted on Cisco.com.

8.2 The receiving party ("Receiving Party") may use the Confidential Information solely for the purpose of furtherance of the business relationship between the parties, as provided in these Terms of Sale and shall not disclose the Confidential Information to any third party, other than to employees of the Receiving Party who have a need to have access to and knowledge of the Confidential Information, solely for the purpose authorized above. Each party shall take appropriate measures by instruction and agreement prior to disclosure to such employees to assure against

unauthorized use or disclosure. Information (other than that on Cisco.com) disclosed by the Disclosing Party in written or other tangible form will be considered Confidential Information if the information is of the sort that a reasonable person would consider to be confidential.

8.3 The Receiving Party shall have no obligation with respect to information that (i) was rightfully in possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the disclosing party ("Disclosing Party"); (ii) is, or subsequently becomes, legally and publicly available without breach of these Terms of Sale; (iii) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) is developed by or for the Receiving Party without use of the Confidential Information and such independent development can be shown by documentary evidence; (v) becomes available to the Receiving Party by wholly lawful inspection or analysis of products offered for sale; (vi) is disclosed by the Receiving Party pursuant to and in accordance with a valid order issued by a court or government agency, provided that the Receiving Party provides (a) prior written notice to the Disclosing Party of such order and (b) the Disclosing Party prior opportunity to oppose such disclosure. Upon written demand by the Disclosing Party, the Receiving Party shall: (1) cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) days of receipt of demand, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth iii this paragraph.

8.4 Each party shall retain all right, title and interest to such party's Confidential Information. No license to any intellectual property (or application for intellectual property protection) is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not reverse-engineer, decompile, or disassemble any software disclosed to it and shall not remove, overprint or deface any notice of copyright or confidentiality, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party or from any copies the Disclosing Party is authorized to make. 8.5 Neither party shall disclose, advertise, or publish either the existence, the subject matter, any discussions relating to, or any of the terms and conditions, of these Terms of Sale (or any summary of any of the forgoing) to any third party without the prior written consent of the other party. Any press release, publication, advertisement or public disclosure regarding these Terms of Sale is subject to both the prior review and the written approval of both parties.

9.0 TERM AND TERMINATION

9.1 These Terms of Sale shall commence on the Effective Date and continue thereafter for a period of one year, unless sooner terminated, as set forth below. These Terms of Sale shall be renewed thereafter, for successive one (1) year periods, upon mutual written agreement by the parties or upon renewal of the Contract. A party may terminate these Terms of Sale immediately by written notice if (i) the other party ceases to carry on business as a going concern; or (ii) the other party becomes or is reasonably likely to become subject to voluntary or involuntary proceedings in bankruptcy or liquidation; or (iii) a receiver or similar officer is appointed with respect to the whole or a substantial part of the other party's assets: or (iv) an event similar to any of the foregoing occurs under any applicable law.

9.2 A party may terminate these Terms of Sale, if the other party breaches any of the material provisions of these Terms of Sale, as follows: (a) immediately upon

providing written notice to the breaching party if the breach is not capable of being cured, and (b) thirty (30) days after providing written notice to the breaching party if the breaching party fails to cure such breach within such thirty (30) day period, if the breach is capable of being cured.

9.3 Cisco may terminate these Terms of Sale upon twenty (20) days' written notice, in the event it becomes known that (i) Customer or an affiliate or Customer's direct or indirect parent has acquired or intends to acquire a controlling interest in a third party, or (ii) Customer or its direct or indirect parent is to be acquired by a third party, or (iii) a controlling interest in Customer or its direct or indirect parent is to be transferred to a third party.

9.4 Upon termination or expiration of these Terms of Sale, (a) Cisco reserves the right to cease all further delivery of Product or Services due against any existing Purchase Orders unless Customer agrees to pay for such deliveries in advance by certified or cashier's check, (b) all outstanding invoices immediately become due and payable by certified or cashier's check, and (c) all rights and licenses of Customer under these Terms of Sale shall terminate, subject to the terms of the following sentence. Except for a termination of these Terms of Sale resulting from Customer's breach of Section 6.0 (Proprietary Rights and Software Licensing> or Section 8.0 (Confidential Information), upon termination or expiration of these Terms of Sale, Customer may continue to use, in accordance with these Terms of Sale, Products provided to it by Cisco prior to the date of termination or expiration. 9.5 Upon termination or expiration of these Terms of Sale, Customer shall immediately return to Cisco all Confidential Information (including all copies thereof) then in Customer's possession, custody or control; provided, that except for a termination resulting from Customer's breach of Section 6.0 (Proprietary Rights and Software Licensing> or Section 8.0 (Confidential Information), Customer may retain a sufficient amount of such Confidential Information and material to support its installed base of Products.

10.0 RECORDS

10.1 Customer shall keep full, true, and accurate records and accounts, in accordance with standards issued by the Government Accounting Standards Board, of each Product and Software license purchased and deployed, including information regarding Software usage and export or transfer. Customer shall make such records available for review by or on behalf of Cisco upon fifteen (15) days' prior written notice, during regular business hours, at Customer's principal place of business and shall provide Cisco with reasonable assistance in order to review and secure copies of such information. In the event such review discloses non-compliance with these Terms of Sale, Customer shall promptly pay to Cisco the appropriate license fees.

10.2 Inventory Review. From time-to-time Cisco may perform an inventory review of Customer's installed base of Products and review serial numbers and other records (upon reasonable advance notice) to validate entitlement. Cisco will charge a Service fee if it finds that Services are being provided beyond that for which Customer has paid Cisco. This Service fee includes amounts which should have been paid and interest. Cisco requires that Customer take all necessary action (for example, disabling passwords) to ensure that any former employees and/or contractors do not access or use the Services.

11.0 EXPORT, RE-EXPORT, TRANSFER & USE CONTROLS

The Products and technology or direct products thereof (hereafter referred to as Products and Technology), supplied by Cisco under these Terms of Sale are subject to export

controls under the laws and regulations of the United States (U.S.). Customer shall comply with such laws and regulations governing export, re-export, transfer and use of Cisco Products and Technology and wi H obtain all required U.S. and local authorizations, permits, or licenses. Cisco and Customer each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses. Information regarding compliance with U.S. export, reexport, transfer and use laws may be located at the following URL: http://lwww.ciscp.com/wwVexport/compliance provision.html. Customer's obligations under this clause shall survive the expiration or termination of the Contract.

12.0 COMPLIANCE WITH LAWS

12.1 Customer shall obtain all licenses, permits and approvals required by any government, including any recycling or take-back programs applicable to packaging or Products, and shall comply with all applicable laws, rules, regulations, policies and procedures and any requirements applicable to the importation, exportation, use, sale, loan, purchase, and distribution of Products under telecommunications, consumer rights related, environmental, labor, tax, and any other laws and regulations, of any government or other competent authority where the Products are to be sold, used or deployed (collectively "Applicable Laws").

12.2 Additionally, Customer shall comply, and notify End Users of their obligations to comply, with all applicable Cisco published policies, including Software Transfer Policy, Used Equipment policy, as published by Cisco, and as amended from time to time. Customer shall promptly notify Cisco of any failure by any End User to comply with any of the foregoing policies that comes to Customer's attention.

13.0 LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS OF SALE TO THE CONTRARY, ALL LIABILITY OF CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS COLLECTIVELY FOR CLAIMS ARISING UNDER THESE TERMS OF SALE OR OTHERWISE HOWSOEVER ARISING SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO CISCO PURSUANT TO THIS CONTRACT AT THE TIME SEEKS RECOVERY OF DAMAGES AGAINST CISCO OR \$ (\$2,000,000.000), WHICHEVER IS LESS. THIS LIMIT OF LIABILITY

IS CUMULATIVE AND NOT PER-INCIDENT (I.E., THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

14.0 WAIVER OF CONSEQUENTIAL AND OTHER DAMAGES

EXCEPT FOR LIABILITY ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S BREACH OF SECTION 6.0 (PROPRIETARY RIGHTS AND SOFTWARE LICENSING) OR 0 (END USER LICENSE AGREEMENT) OR AMOUNTS DUE FOR PRODUCTS AND SERVICES PURCHASED OR SOFTWARE USED OR TRANSFERRED WITH RESPECT TO THE PAYMENT OF WHICH NO BONA FIDE DISPUTE EXISTS, IN NO EVENT SHALL EITHER PARTY, ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR LOST REVENUE, LOST PROFITS, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

15.0 PATENT AND COPYRIGHT INFRINGEMENT

15.1 Clsco will have the obligation and right to defend any claim, action, suit or proceeding ("IPR Claim") brought against Customer so far as it is based on a claim that any Product supplied as a result of the Services (including Field Replacement

Units ("FRUs")) under these Terms of Sale infringes Third Party IPR (as defined below). Cisco will indemnify Customer against any final judgment entered in respect of such an IPR Claim by a court of competent jurisdiction and against any settlements arising out of such an IPR Claim. Cisco's obligations to defend the 1PR Claim and indemnify Customer are conditional upon: 15.1.1 Customer notifying Cisco promptly in writing of the IPR Claim or threat thereof:

15.1.2 Customer giving Cisco full and exclusive authority for the conduct of the defense and settlement of the IPA Claim and any subsequent appeal; and 15.1.3 Customer giving Cisco all information and assistance reasonably requested by Cisco in connection with the conduct of the defense and settlement of the IPR Claim and any subsequent appeal.

15.2 For the purposes of these Terms of Sale, Third Party IPR means a United States copyright existing as at the Effective Date or a United States patent issued as at the Effective Date.

15.3 If an IPR Claim has been made, or in Cisco's opinion is likely to be made, Customer agrees to permit Cisco, at Cisco's option and expense, either to: (a) procure for Customer the right to continue using the Product supplied as a result of the ServiCes; (b) replace or modify the Product supplied as a result of the Services so that it becomes non-infringing; or (c) immediately terminate both parties' respective rights and obligations under these Terms of Sale with regard to the Product supplied as a result of the Services, in which case Customer will return the Product supplied as a result of the Services to Cisco and Cisco will refund to Customer the price originally paid by Customer to Cisco for the Product supplied as a result of the Services, as depreciated or amortized by an equal annual amount on a straight line basis over three years from date of original shipment.

- 15.4 Notwithstanding the foregoing, Cisco has no liability for, and Customer will defend and indemnify Cisco against, any IPR Claim arising from:
- 15.4.1 the combination, operation, or use of a Product supplied as a result of the Services supplied under these Terms of Sale with any product, device, or software not supplied by Cisco;
- 15.42 the amount or duration of use which Customer makes of the Product supplied as a result of the Services, revenue earned by Customer from services it provides that use the Product supplied as a result of the Services, or services offered by Customer to external or internal customers;
- 154.3 the alteration or modification of any Product supplied as a result of the Services supplied under these Terms of Sale;
- 15.4.4 Cisco's compliance with Customer's designs, specifications, or instructions; or
- 15.4.5 Customers use of the Product supplied as a result of the Services after Cisco has informed Customer of modifications or changes in the Product required to avoid such an IPR Claim if the alleged infringement would have been avoided by implementation of Cisco's recommended modifications or changes.
- 15.5 This Section states the entire obligation of Cisco and its suppliers, and the exclusive remedy of Customer, in respect of any infringement or alleged infringement of any intellectual property rights or proprietary rights. This indemnity obligation and remedy are given to Customer solely for its benefit and in lieu of, and Cisco disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any Product.

16.0 GENERAL

16.1 Choice of Law. The validity, interpretation, and performance of these Terms of Sale shall be controlled by and construed under the laws

United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of law, except that any claims related to Cisco's intellectual property or software license shall be controlled by and construed under the laws of the State of California, again, as if performed wholly within the state and without giving effect to the principles of conflicts of law. The exclusive jurisdiction and venue of any action - except a claim related to Cisco's intellectual property or software license -- brought arising out of this Agreement, including disputes that may arise following termination of this Agreement, shall be the courts within the City of . County of and both parties hereby irrevocably submits itself to the exclusive jurisdiction and venue of such courts for purposes of such actions. With respect to any actions brought related to Cisco's intellectual property or software license, including disputes that may arise following termination of this Agreement, the exclusive jurisdiction and venue shall be the Superior Court of California for the County of Santa Clara or the United States District Court for the Northern District of California and each of the parties hereby irrevocably submits itself to the exclusive jurisdiction and venue of such courts for purposes of such actions, provided that Cisco shall at all times have the right to commence proceedings in any other court or tribunal of its choice of appropriate jurisdiction to obtain interim injunctive relief for protection of intellectual property proprietary rights. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

- 16.2 Force Majeure. Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquakes, labor disputes, shortages of supplies, actions of governmental entities, riots, war, acts of terrorism, fire, epidemics, delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the defaulting party shall be extended for a period equal to the period during which such event prevented such party's performance.
- 16.3 No Waiver. The waiver by either party of any right provided under these Terms of Sale shall not constitute a subsequent or continuing waiver of such right or of any other right under these Terms of Sale.
- 16.4 Assignment. Neither these Terms of Sale nor any rights under these Terms of Sale, other than monies due or to become due, shall be assigned or otherwise transferred by Customer (by operation of law or otherwise) without the prior written consent of Cisco.
- 16.5 Severability. In the event that one or more terms of these Terms of Sale become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such term shall be null and void and shall be deemed deleted from these Terms of Sale. All remaining terms of these Terms of Sale shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph is invoked and, as a result, the value of these Terms of Sale is materially impaired for either party, as determined by such party in its sole discretion, then the affected party may terminate these Terms of Sale by written notice with immediate effect to the other.
- 16.6 No Agency, These Terms of Sale do not create any agency, partnership, joint venture, or franchise relationship. No employee of either party shall be or become, or shall be deemed to be or become, an employee of the other party by virtue of the existence or implementation of these Terms of Sale. Each party hereto is an independent contractor. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
- 16.7 Future Products and Services. For any Products and Services included in the Price List, including Products and Services which become or have become Cisco Products or Services as

a result of an acquisition by Cisco of another entity, Cisco may stipulate certification, installation, or training requirements for Customer prior to allowing Customer (if Customer is a certified Cisco reseller) to purchase such Products and Services for resale, and may require on-going fulfillment of some or all of the requirements to retain the right to purchase, license, resell or support such Products and Services. Cisco reserves the right, during the term of these Terms of Sale, to license and distribute additional items of Software. Such items of Software may be licensed under additional or different policies and license terms which wilt be made available to Customer at the time such items of Software are provided to Customer. 16.8 Survival. The following sections shall survive the expiration or earlier termination of these Terms of Sale: Sections 2.0 (Scope), 5.0 (Payment), 6.0, (Proprietary Rights and Software Licensing), 7.0 (Limited Warranty), 8.0 (Confidential Information), 9.0 (Term and Termination), 10.0 (Records), 11.0 (Export, Re-Export Transfer and Use Controls), 13.0 (Limitation of Liability), 14.0 (Waiver of Consequential and Other Damages), 15.0 (Patent and Copyright Infringement), 17.0 (General), and the license to use the Software set out in 0 (End User License Agreement) (subject to the termination provisions set forth in Section 9.0 of these Terms of Sale). 16.9 Headings. Headings of sections have been added solely for convenience of reference and shall not be deemed part of these Terms of Sale.

ATACHMENT A END USER LICENSE AGREEMENT

The following terms of this End User License Agreement ("Agreement") govern Customer's access and use of the Software, except to the extent (a) there is a separate signed agreement between Customer and Cisco governing Customer's use of the Software or (b) the Software includes a separate "click-accept" license agreement as part of the installation and/or download process. To the extent of a conflict between the provisions of the foregoing documents, the order of precedence shall be (1) the signed agreement, (2) the click-accept agreement, and (3) this End User License Agreement.

<u>License.</u> Conditioned upon compliance with the terms and conditions of this Agreement, Cisco grants to Customer a nonexclusive and nontransferable license to use for Customer's internal business purposes the Software, in object code format only, and the Documentation for which Customer has paid the required license fees.

Customer's license to use the Software shall be limited to, and Customer shall not use the Software in excess of, a single hardware chassis or card or that number of agent(s), concurrent users, sessions, IP addresses, port(s), seat(s), server(s) or site(s), as set forth in the applicable Purchase Order which has been accepted by Cisco and for which Customer has paid the required license tee.

Unless otherwise expressly provided in the Documentation, Customer shall use the Software solely as embedded in, for execution on, or (where the applicable documentation permits installation on non-Cisco equipment) for communication with Cisco equipment owned or leased by Customer and used for Customer's internal business purposes. **NOTE:** For evaluation or beta copies for which Cisco does not charge a license fee, the above requirement to pay license fees does not apply.

General Limitations. This is a license, not a transfer of title, to the Software and Documentation, and Cisco retains ownership of all copies of the Software and Documentation. Customer acknowledges that the Software and Documentation contain trade secrets of Cisco, its suppliers or licensors, including but not limited to the specific internal design and structure of individual programs and associated interlace information. Accordingly, except as otherwise expressly provided under this Agreement, Customer shall have no right, and Customer specifically agrees not to: transfer, assign or sublicense its license rights to any other person or entity, or use the Software on unauthorized or secondhand Cisco equipment, and Customer acknowledges that any attempted transfer, assignment, sublicense or use shall be void; make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same;

- (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction;
- (iv) use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Cisco; or
- (v) disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of Cisco. Customer shall implement reasonable security measures to protect such trade secrets.

To the extent required by law, and at Customer's written request, Cisco shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Cisco's applicable fee, if any. Customer shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Cisco makes such information available.

Upgrades and Additional Copies. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO USE ANY ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE FOR THE UPGRADE OR ADDITIONAL COPIES; (2) USE OF UPGRADES IS LIMITED TO CISCO EQUIPMENT FOR WHICH CUSTOMER IS THE ORIGINAL END USER PURCHASER OR LESSEE OR WHO OTHERWISE HOLDS A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) THE MAKING AND USE OF DDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

<u>Proprietary Notices</u>. Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software in the same form and manner that such copyright and' other proprietary notices are included on the Software. Except as expressly authorized in this Agreement, Customer shall not make any copies or duplicates of any Software without the prior written permission of Cisco.

<u>Term and Termination.</u> This Agreement and the license granted herein shall remain effective until terminated. Customer may terminate this Agreement and the license at any time by

destroying all copies of Software and any Documentation. Customer's rights under this Agreement will terminate immediately without notice from Cisco if Customer fails to comply with any provision of this Agreement. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control. In addition, the provisions of the sections titled "U.S. Government End User Purchasers" shall survive termination of this Agreement.

Export, Re-Export, Transfer & Use Controls. The Software, Documentation and technology or direct products thereof (hereafter referred to as Software and Technology), supplied by Cisco under this Agreement are subject to export controls under the laws and regulations of the United States (U.S.). Customer shall comply with such laws and regulations governing export, reexport, transfer and use of Cisco Software and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Cisco and Customer each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses. Information regarding compliance with U.S. export, re-export, transfer and use laws may be located at the following URL: http://www.cisco.com/wwl/export/compliance provision.html.





ATTACHMENT B

Service Description: SMARTnet and SMARTnet Onsite Services

This document describes Cisco's SMARTnet and SMARTnet Onsite Services.

Related Documents: This document should be read in conjunction with the following documents also posted at www.cisco.com/go/servicedescriptions/: (1) Glossary of Terms; (2) List of Services Not Covered; and (3) Severity and Escalation Guidelines. All capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms.

Direct Sale from Cisco. If you have purchased these Services directly from Cisco, this document is incorporated into your Master Services Agreement (MSA) with Cisco. In the event of a conflict between this Service Description and your MSA, this Service Description shall govern.

Sale via Cisco-Authorized Reseller. If you have purchased these Services through a Cisco-Authorized Reseller, this document is for description purposes only; is not a contract between you and Cisco. The contract, if any, governing the provision of this Service will be the one between you and your Cisco Authorized Reseller. Your Cisco Authorized Reseller should provide this document to you, or you can obtain a copy of this and other Cisco service descriptions at www.cisco.com/go/servicedescriptions/.

SMARTnet

Cisco Responsibilities:

Cisco Technical Assistance Center (TAC) access 24
 Cisco Authorized Reseller. Your Cisco Authorized Reseller should provide this document to you, or you can obtain a copy of this and other Cisco service descriptions at www.cisco.com/go/servicedescriptions/.

SMARTnet

Cisco Responsibilities:

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and trouble shooting issues and access to Cisco.com. Cisco will respond within one (1) hour for all calls received during Standard Business Hours and for Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next Business Day.
- Manage problems according to the <u>Cisco Severity</u> and <u>Escalation Guideline</u>.
- Access to Cisco.com. This system provides Customer with helpful technical and general information on Cisco Products as well as access to Cisco's on-line Software Center library. Please note that access restrictions identified by Cisco from time to time may apply.
- Work-around solutions or patches to reported Software problems using reasonable commercial

efforts. Cisco will either make available a Software patch from the Cisco.com Software Center (www.cisco.com/software) or ship a Maintenance Release to Customer for the Product experiencing the problem.

- Updates where available and where Customer requests these for supported Software.
- If a Feature Set Upgrade is licensed, Customer will be entitled to Updates (subject to anything to the contrary contained in this document or the Agreement) at the upgraded level for the licensed Hardware.
- Software releases and any supporting Documentation will be made available from the Cisco.com Software Center (www.cisco.com/software) or on physical media such as CDROM. Applicable supporting Documentation, if available, is limited to one copy per Software release. Customer can, however, purchase additional copies from Cisco.

Advance Replacement and Onsite Service

Cisco Responsibilities:

Cisco shall provide Customer with the Advance Replacement Services and/or On-site Services that Customer has selected and detailed in Parts I and II below and where available.

Advance Replacement and On-Site Services are subject to

Advance Replacement and Onsite Service

Cisco Responsibilities:

Cisco shall provide Customer with the Advance Replacement Services and/or On-site Services that Customer has selected and detailed in Parts I and II below and where available.

Advance Replacement and On-Site Services are subject to geographic and weight restrictions depending upon Customer's location. Customer may check availability by accessing Cisco's Availability Matrix http://tools.cisco.com/apidc/sam/search.do. Please note that destination country importation, compliance with US export controls and customs processes may condition actual delivery times. Shipments will be DDU (Incoterms 2000), except for shipment to and from the European Union will be shipped DDP (Incoterms 2000), using Cisco's preferred carrier, freight prepaid by Cisco, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at Customer's expense. Chassis and line card Advance Replacement Service must be at the same level of coverage. Cisco will provide Customer with Advance Replacement(s) that are either new or equivalent to new.

Part I - Advance Replacement Services

 SMARTnet 24x7x2: Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.

- SMARTnet 24x7x4: Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Ciscoobserved holidays.
- SMARTnet 8x5x4: Advance Replacement on a Four-Hour Response basis between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, provided that Cisco's determination of Hardware failure has been made before 1:00 p.m. Depot Time. If Customer make a request after 1:00 p.m. Depot Time, Cisco will deliver the Advance Replacement the morning of the next Business Day.
- SMARTnet 8x5xNext Business Day: Where Next Business Day delivery is available, an Advance Replacement will ship to arrive the next Business Day provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If Customer make a request after 3:00 p.m. Depot Time, Cisco will ship the Advance Replacement the next Business Day.

Where Next Business Day delivery is not available, same day shipping will be provided. Under same day shipping, Advance Replacement will ship from the serving depot location that same Business Day, provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. Determinations that occur after 3:00 p.m. Depot Time will be shipped the following Business Day.

Part II - SMARTnet Onsite Support Services

- SMARTnet On-Site 24x7x2: Two Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
- SMARTnet On-Site 24x7x4: Four Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
- SMARTnet On-Site 8x5x4: Four Hour Response for Remedial Hardware Maintenance service between
- SMARTnet On-Site 8x5x4: Four Hour Response for Remedial Hardware Maintenance service between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, together with parts, labor and materials, provided Cisco's determination that on-site service is required has been made before 1:00 p.m. Depot Time.
- SMARTnet On-Site 8x5xNext Business Day: Next-business-day Remedial Hardware Maintenance, together with parts, labor and materials, by 5:00 p.m. Depot Time provided Cisco's determination that on-site Service is required has been made before 3:00 p.m. Depot Time the prior day (otherwise, second Business Day will be provided for calls placed after 3:00 p.m. Depot Time). Where Next Business Day delivery of the parts is not available, same day

shipping will be provided. Cisco will provide onsite support upon arrival of the parts

Customer Responsibilities:

The provision of the Service options assumes that Customer will:

- Provide a priority level as described in the <u>Cisco</u> <u>Severity and Escalation Guideline</u> for all the calls <u>Customer places</u>.
- Provide, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Cisco TAC engineer and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Provide thirty (30) days Notice to Cisco of any requested addition(s) to Customer's Equipment List.
- Notify Cisco, using Cisco.com, of Product on the Equipment List which Customer has moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to Customer beginning thirty (30) days after receipt of Customer's notification. Cisco will also need Customer to notify Cisco of any modification to the Product and configuration including upgrades or changes to FRUs not in the original configuration within five (5) days of such modification.
- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address, and fax number.
- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco in connection with Product use. Cisco may also require Customer to provide additional information in the form of location of the Product, city location details and zip code information.
- When requested, provide Cisco with a list of all
- When requested, provide Cisco with a list of all personnel that Customer has authorized to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com or ordered via Cisco's PUT. Customer is responsible for reviewing the list on a nanual basis and adding or removing personnel as necessary.
- Use the latest release of Software, where Cisco advises Customer that this will correct a reported Software problem.

Where Customer has purchased the Services detailed under Advance Replacement and Onsite Service Part I:

 Return to Cisco any defective or returned Product in accordance with Cisco's RMA procedure. Cisco will need Customer to provide a new Purchase Order number to Cisco's asset recovery team to racilitate use billing of Product not returned. Customer agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating the RMA procedure.

 Customer is responsible for the following when returning Product to Cisco: (a) proper packaging, including description of failure and written specifications of any other changes or alterations; (b) returns must be received within thirty (30) days; otherwise, the replacement Product will be charged at the current Price List. Packages for replacement shall be shipped DDU (Incoterms 2000) or FCA (Incoterms 2000) as applicable.

Where Customer has purchased the Services detailed under Advance Replacement and Onsite Service Part II:

- Provide an appropriate work environment and reasonable access, working space including heat, light, ventilation, electric current and outlets, and local telephone extension (or toll free domestic and international access to Cisco) for the use of Cisco's service personnel in the Product's physical location.
- Back-up Software images and configurations on a regularly scheduled basis and provide those images and configurations to Cisco's onsite personnel in connection with Remedial Hardware Maintenance.
- Ensure all Products are installed below ten (10) feet.
 For Products installed above four (4) feet, provide ladders that reach the height of the Product.
- Provide Cisco with the name of a point of contact prior to delivery of equipment by Cisco's personnel.
- Provide TFTP (Telnet File Transfer Protocol) capabilities or internet access for the purpose of downloading Software images by Cisco's onsite personnel.
- Provide safety and security protection of Cisco's personnel or its subcontractors for your unmanned sites.

APPENDIX A TO ATTACHMENT B GLOSSARY OF TERMS

Additional Services means installation of new Hardware, system additions, Hardware upgrades, dispatch of a field engineer, or non-mandatory engineering changes.

Advance Replacement means shipment of replacement Field-Replaceable Unit (FRU) before receiving failed or defective FRU.

Advanced Services means proactive Services including but not limited to Focused Technical Support, Network Optimization Support, Technology Application Support.

Advanced Services Engineer means the Cisco engineer appointed to be the main point of contact for Customer' purchasing Advanced Services.

Application Software means non-resident or standalone Software Products listed on the Price List that include but are not limited to Cisco Systems® Network management Software, security Software, IP telephony Software, Internet appliance Software, Cisco® Intelligent Contact Management Software, IP Contact Center Software, and Cisco Customer Interaction Suite Software.

Authorized Channel means a system integrator, distributor or reseller authorized by Cisco to sell Services.

Business Days means the generally accepted days of operation per week within the relevant region where the Services shall be performed, excluding local holidays as observed by Cisco.

Cisco.com (http://www.cisco.com) is the Cisco Website for its suite of online services and information

nolidays as observed by Cisco.

Cisco.com (http://www.cisco.com) is the Cisco Website for its suite of online services and information.

Confidential Information means proprietary and confidential Information received by Cisco or Customer in connection with the Agreement and their relationship. Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, Software source documents, data, Customer lists, financial information, and sales and marketing plans or information which the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party, as well as, in the case of Cisco, any information posted on Cisco.com.

Customer means the entity purchasing Services for its own internal use either directly or through an Authorized Channel.

Data Collection Tools means Hardware or Software tools that support Cisco's ability to provide troubleshooting on critical cases, data analysis, and report generation capabilities.

Deliverable means, with respect to each SOW, the items specified as deliverables in the SOW.

Depot Time or Local Time means Central European Time for Services provided in Europe-Middle-East and Africa, Australia's Eastern Standard Time for Services provided in Australia, Japan's Standard Time for Services provided in Japan and Pacific Standard Time Services provided in all other locations.

Device Type means a Cisco supported Hardware Product (for example, Cisco Catalyst® 6509 Switch, GSR 12000 and Cisco 7200 Series Router).

Direct Purchases means purchases of Services by Customer directly from Cisco.

Documentation is user manuals, training materials, Product descriptions and specifications, technical manuals, license agreements, supporting materials and other information relating to Products or Services offered by Cisco, whether distributed in print, electronic, CD-ROM or video format.

Equipment List means the list of Hardware and/or Software for which Cisco provides services.

Event means notification by Customer of its performance of a planned Network Hardware

Software for which Gisco provides services.

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

Feature Set Upgrade means a separately licensed and priced Software release that contains an enhanced configuration or feature set.

Field-replaceable Unit (FRU) means any component or subassembly of an item or unit of Hardware that reasonably can be replaced at Customer's location. FRUs also may be subject to size and weight limitations.

Four-hour Response means:

 For Advance Replacement Service, the fourhour time period commences upon the Cisco problem diagnosis and determination that a FRU is required and ends when the FRU is delivered onsite.

 For onsite service, the four-hour time period commences upon the Cisco problem diagnosis and determination that remedial onsite service is required and ends when Cisco personnel arrive onsite.

Hardware means tangible Cisco equipment, devices, or components made available to Customers.

Indirect Purchases means purchases of Services by Customer through an Authorized Channel.

Level 1 means support that is defined as having the necessary technical staff (Cisco or Cisco-authorized Reseller) with appropriate skill, perform installations, Remedial Hardware Maintenance, and basic Hardware and Software configuration on Cisco Products.

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

Local Time means local time on Business Days.

Maintenance Release means an incremental Software release that provides maintenance fixes and may provide additional Software functions. Cisco designates Maintenance Releases as a change in the digits to the right of the tenths digit or of the hundredths digit of the Software version number [x.x.(x) or x.x.x.(x)].

Major Release means a release of Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the Software version number [(x).x.x].

Minor Release means an incremental release of Software that provides maintenance fixes and additional Software functions. Cisco designates Minor releases as a change in the tenths digit of the Software version number [x.(x),x].

Network means a set of interconnected and interworking Cisco supported Hardware and Software that is implemented, operated, and supported by Customer from a single network operations center (NOC).

Network Infrastructure means your core transport and aggregation Network technology (for example, metro optical, ATM/Frame Relay, IP core and Cisco security devices including, but not limited to, Firewall, IDS and VPN3000).

Network Infrastructure Size means the total value of Products in Customer's Network based on the global list price of the Products that Customer has purchased.

Price List means the price list for services applicable in the country where the Services are ordered or delivered.

Product means both Cisco Hardware and/or Software which are generally available.

Purchase Order or P.O. means a written or electronic order from Customer to Cisco for the Services to be provided by Cisco under this Agreement.

Remedial Hardware Maintenance means diagnosis and onsite replacement of Hardware components with FRUs.

RMA means Return Material Authorization.

Services means one or more of the Cisco brand services options selected by the Customer.

Services Descriptions mean the detailed description of the Services purchased by Customer which are incorporated in the MSA by reference;

Software means the software programs licensed to Customer by Cisco along with copies, Updates, or Upgrades to those software programs.

Standard Business Hours means (i) 8:00 AM to 5:00 PM, Depot time, on Business Days for replacement of failed Products and (ii) 8:00 AM to 5:00 PM, Local Time at location of the respective Cisco TAC, on Business Days for case handling of TAC calls.

Statement of Work (SOW) means the documents agreed upon by the parties that define Services and deliverables to be provided.

TAC means the Cisco Technical Assistance Center.

Technical Support Services means Services that provide both essential proactive and reactive operation and maintenance support Services including but not

limited to SMB Support Assistant, SAS/SASU, Smartnet.

Technology Application means specific technologies including, but not limited to, content networking, broadband, and IP telephony that do not operate at the Network Infrastructure level.

Third-party Products means third-party Hardware and/or software, and all upgrades thereto, that are designated by Cisco as required for:

- The operation of Application Software in conformance with Cisco applicable Application Software Documentation
- · Cisco support of the Application Software.

Transactional Advanced Services means the project related or consultancy Services sold under a Statement of Work.

Two-hour Response means:

- For Advance Replacement, the two-hour time period commencing with Cisco's problem diagnosis and determination that a FRU is required and ending when the FRU is delivered onsite.
- For onsite service, the two-hour time period commencing with our problem diagnosis and determination that remedial onsite service is required and ending when Cisco personnel arrive onsite.

Update means Cisco Software Maintenance Releases, Minor releases and Major releases containing the same configuration or feature set as originally acquired, unless the Customer has upgraded the applicable Hardware or Software to a configuration or feature set other than what was originally acquired, and the applicable license fee for that upgrade has been paid. Updates do not include Feature Set Upgrades.

APPENDIX B TO ATTACHMENT B

CISCO SEVERITY AND ESCALATION GUIDELINE

You must assign a severity to all problems submitted to Cisco.

Severity 1 means an existing Network is down or there is a critical impact to Customer's business operation. Customer and Cisco both will commit full-time resources to resolve the situation.

Severity 2 means operation of an existing Network is severely degraded or significant aspects of Customer's business operation are negatively impacted by unacceptable Network performance. Customer and Cisco both will commit full-time resources during Standard Business Hours to resolve the situation.

Severity 3 means operational performance of the Network is impaired, although most business operations remain functional. Customer and Cisco both are willing to commit resources during Standard Business Hours to restore service to satisfactory levels.

Severity 4 means information is required on Application Software capabilities, installation, or configuration. There is little or no impact to Customer's business operation. Customer and Cisco both are willing to provide resources during Standard Business Hours to provide information or assistance as requested. If you do not believe that adequate progress is being made or that the quality of Cisco service is satisfactory, we encourage you to escalate the problem to the appropriate level of management by asking for the TAC duty manager.

Figure 1 Cisco Escalation Guideline

Elapsed Time*	Severity 1	Severity 2	Severity 3	Severity 4
1 hour	Customer Engineering Manager			
4 hours	Technical Support Director	Customer Engineering Manager		
24 hours	Vice President,Customer Advocacy	Technical Support Director		
48 hours	President/CEO	Vice President,Customer Advocacy		
72 hours		*	Customer Engineering Manager	
96 hours		President/CEO	Technical Support Director	Customer Engineering Manager

^{*} Severity 1 escalation times are measured in calendar hours-24 hours per day, **7** days per week. Severity 2, 3, and 4 escalation times correspond with Standard Business I-tours,

APPENDIX C TO ATTACHMENT B SERVICES NOT COVERED

Services that are not expressly set forth in the applicable services description document are not covered under such services description including, without limitation, the following:

- Services are only provided for generally available Products and Software releases/ver-sions, unless agreed otherwise.
- Any customization of, or labor to install, Software and Hardware (including installation of Updates).
- Furnishing of supplies, accessories or the replacement of expendable parts (e.g., cables, blower assemblies, power cords, and rack mounting kits).
- Electrical or site work external to the Products.
- Any expenses incurred to visit Customer's location, except as required during escalation of problems by Cisco.
- Service for Hardware that is installed outdoors or that is installed indoors but requires special equipment to perform such Service.
- Hardware replacement in quantities greater than three (3) FRUs, including those replacements due to pervasive issues documented in an engineering change notice or field alert unless Customer has troubleshot failed Hardware down to the FRU level.
- Services performed at domestic residences.
- Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by one or more of the following: (i) natural causes; (ii) environmental failures; (iii) your failure to take any required actions, unless directed by Cisco to take any such action; (iv) a negligent or willful act or omission by you or use by you other than as specified in the applicable Cisco-supplied documentation, unless such act, omission or use is directed by Cisco; or (v) an act or omission of a third party, unless such act or omission is
- Services or software to resolve Software or Hardware problems resulting from third party product or causes beyond Cisco's control or failure to perform your responsibilities set out in this document.
- Services for non-Cisco Software installed on any Cisco Product, <u>unless such non-Cisco Software was installed</u>, or directed to be installed, by Cisco.
- Any Hardware or third party product upgrade required to run new or updated Software.
- Additional Services are provided at the then-current time and materials rates.
- Except as otherwise agreed, Software entitlement, including media, documentation, binary code, source code or access in electronic or other form is not provided. In addition, except as otherwise provided, no right, use or license to our Software is granted and you acknowledge and agree that you obtain no such rights.

The non entitlement policies posted at http://www.cisco.com/US/products/prod_warranties_listing.html are incorporated into this Agreement.

19 of 21

Capitalized terms are defined in the Glossary of Terms.

2006 SMARTnet Renewal Options EXHIBIT C (BILL OF MATERIALS)

Government

3 yr. (Payments)

3YR List Total: (\$2,000,000)
3YR Discount: (30.5%)
Subtotal: (\$2,400,000)
2006 payment: (Reference payment schedule at 0% int.)

3 yr. (Payments)

3YR List Total: \$ (\$1,000,000)

3YR Discount: (30.5%)

Subtotal: (\$700,000)

2006 payment: (Reference payment schedule at 0% int.)

Health Department

Total Services Cost= \$ (\$3,100,000)

Equipment without	uncovered list.
-------------------	-----------------

Equipment without uncovered list.					
Serial#	Description	lis	t price	3yr price	
MCA0241001A	3900-2 ISL MAU			881	2643
MCA0241001Z	3900-2 ISL MAU			881	2643
MCA02410023	3900-2 ISL MAU			881	2643
MCA01460038	3920 CATALYST SWITCH			480	1440
MCA0146003H	3920 CATALYST SWITCH			480	1440
MCA01500012	3920 CATALYST SWITCH			480	1440
FOX0515S0MD	7100 ROUTER			2010	6030
74009069	7200 INTERGOV-RTR			3150	9450
72911659	7200 ROUTER			3150	9450
72912303	7200 ROUTER			3150	9450
72913010	7200 ROUTER			3150	9450
72913020	7200 ROUTER			3150	9450
74009041	7204-CH-CORE-N8R1			3150	9450
	7204-OF-TRIB-T3R6	NEED SERIAL NUMBER AND MODEL VER		3150	9450
	7204-PH-CORE-R1	NEED SERIAL NUMBER AND MODEL VER		3150	9450
	7204-PH-CORE-R1	NEED SERIAL NUMBER AND MODEL VER		3150	9450
72634950	7204-RM-CORE-N7R3			3150	9450
72634949	7206-BV-CORE-N5R3			3150	9450
	7206-SH-CORE-N8R1	NEED SERIAL NUMBER AND MODEL VER		3150	9450
	7206-SK-CORE-N6R3	NEED SERIAL NUMBER AND MODEL VER		3150	9450
72927489	7206VXR NPE-G1			3150	9450
72929143	7206VXR NPE-G1			3150	9450
72929166	7206VXR NPE-G1			3150	9450
72929474	7206VXR NPE-G1			3150	9450
72634721	7504-MC-CORE-N4R3			3150	9450
76029214	7507-BV-CORE-N5R1			7064	21192
76029087	7507-BV-CORE-N5R2			7064	21192
76029685	7507-CJ-CORE-N2R1			7064	21192
76033954	7507-CJ-CORE-N2R2			7064	21192
76034035	7507-DC-CORE-N3R6			7064	21192
76029206	7507-MC-CORE-N4R1			7064	21192
76029088	7507-MC-CORE-N4R2			7064	21192
76034210	7507-NC-CORE-N3R5			7064	21192
76029235	7507-RM-CORE-N7R1			7064	21192
76029210	7507-RM-CORE-N7R2			7064	21192
76029271	7507-SA-CORE-N1R2			7064	21192
	7507-SK-CORE-N6R1	NEED SERIAL NUMBER AND MODEL VER	1	7064	21192
	7507-SK-CORE-N6R2	NEED SERIAL NUMBER AND MODEL VER	1	7064	21192
76029608	7507-WW-CORE-N3R1			7064	21192
76034078	7507-WW-CORE-N3R2			7064	21192

	Equit	oment without uncovered list.		
76034211	7509-NC-CORE-N3R4		7064	21192
76029629	7509-SA-CORE-N1R1		7064	21192
73014517	7513-SA-CORE-N1R3		9608	28824
74014565	911-69W-RTR		3150	9450
FOX07370203	Catalyst 4506 Switch		1175	3525
FOX0737027K	Catalyst 4506 Switch		1175	3525
72774290	CISCO 7206 VXR ROUTER		3150	9450
SMA06351077	CISCO 15454		3766	11298
SMA06351080	CISCO 15454		3766	11298
SMA06361047	CISCO 15454		3766	11298
SMA07380591	CISCO 15454		3766	11298
SMA07380591	CISCO 15454		3766	11298
SMA07390500	CISCO 15454		3766	11298
SMA07390506	CISCO 15454		3766	11298
SMA07390524	CISCO 15454		3766	11298
SMA07390529	CISCO 15454		3766	11298
SMA07390534	CISCO 15454		3766	11298
FTX0934Y043	CISCO 2801		290	870
FTX0934Y044	CISCO 2801		290	870
FTX0934Y045	CISCO 2801		290	870
FTX0934Y046	CISCO 2801		290	870
JAB051481GG	CISCO 3640 ROUTER		1000	3000
FTX0925A1H4	CISCO 3825 - HSEC/K9 RO	UTER	1225	3675
MCA0122000Z	CISCO 3920 MAU		480	1440
	CISCO 3920 MAU	NEED SERIAL NUMBER AND MODEL VER	480	1440
MCA0122000Z	Cisco 3920 token Ring Swite	ch c	480	1440
47560798	CISCO 4700 ROUTER		1366	4098
74029453	CISCO 7204 ROUTER		1366	4098
74046397	CISCO 7204 ROUTER		1366	4098
74009069	Cisco 7204 Rtr w/ 4p Serial,	4p TR,FE, FE I/O Cntrlr,1-PS	1865	5595
SCA040301DZ	5300		327.5	982.5
72770606	CISCO 7206VXR ROUTER		3150	9450
FOX090202YZ	CISCO 7609		5800	17400
FOX0906009R	CISCO 7609		5800	17400
FOX090600AZ	CISCO 7609		5800	17400
FOX090900RU	CISCO 7609		5800	17400
FOX090901K	CISCO 7609		5800	17400
	CISCO7204VXR-CH	NEED SERIAL NUMBER AND MODEL VER	3150	9450
	CISCO7204VXR-CH	NEED SERIAL NUMBER AND MODEL VER	3150	9450
FOX072602PM	CISCO-7603		4440	13320
FOX072602PR	CISCO-7603		4440	13320

Equipment without uncovered list.					
FOX072602PT	CISCO-7603		4440	13320	
FOX072602Q0	CISCO-7603		4440	13320	
FOX072602Q1	CISCO-7603		4440	13320	
FOX072602Q6	CISCO-7603		4440	13320	
FOX072602Q9	CISCO-7603		4440	13320	
FOX0729001E	CISCO-7603		4440	13320	
FOX0729001J	CISCO-7603		4440	13320	
FOX073002C3	CISCO-7603		4440	13320	
FOX073002C7	CISCO-7603		4440	13320	
FOX073002CB	CISCO-7603		4440	13320	
FOX07310302	CISCO-7603		4440	13320	
FOX07310304	CISCO-7603		4440	13320	
FOX0729001A	CISCO-7603 (w/6516 card)		4440	13320	
FOX0729001G	CISCO-7603 (w/6516 card)		4440	13320	
FOX0729001K	CISCO-7603 (w/6516 card)		4440	13320	
FOX073203N9	CISCO-7603 (w/6516 card)		4440	13320	
MO13LJHG3K	CSACSE-1111-K9		480	1440	
MO14LJHG3K	CSACSE-1111-K9		480	1440	
MOO8LJHG3K	CSACSE-1111-K9		480	1440	
MOO9LJHG3K	CSACSE-1111-K9		480	1440	
MOOALJHG3K	CSACSE-1111-K9		480	1440	
MOOCLJHG3K	CSACSE-1111-K9		480	1440	
MOOLLJHG3K	CSACSE-1111-K9		480	1440	
	CWLMS - 2.0 Software		4000	12000	
	CWQPM - 2.1 WIN	NEED SERIAL NUMBER AND MODEL VER	2300	6900	
44406074447	IDS-4230-FE-RF		3420	10260	
44406074449	IDS-4230-FE-RF		3420	10260	
	IDS-4230-FE-RF	NEED SERIAL NUMBER AND MODEL VER	3420	10260	
88809183168	PIX-501-UL-BUN-K9		600	1800	
88809183174	PIX-501-UL-BUN-K9		600	1800	
88809192772	PIX-501-UL-BUN-K9		600	1800	
88809192774	PIX-501-UL-BUN-K9		600	1800	
88809192775	PIX-501-UL-BUN-K9		600	1800	
SCS1245224	PIX-515		959	2877	
CAM02202100	VPN Concentrator		240	720	
CAM07382493	VPN Concentrator - 3030		240	720	
CAT0737R118	WS-3550-12G	9:	763	2289	
CAT0733XOYC	WS-3550-24-SMI		207	621	
CAT0372Y0XA	WS-3550-48		427	1281	
CAT0825Y331	WS-3550-48		427	1281	
CHK0628W0GV	WS-3550-48		427	1281	

	Equipment without uncovered	l list.	
CHK0631W180	WS-3550-48	427	1281
CAT0745Z2P3	WS-3550-48-SMI	317	951
CHK0623V0QF	WS-3550-48-SMI	317	951
CHK0624V04Y	WS-3550-48-SMI	317	951
CHK0705V08R	WS-3550-48-SMI	317	951
CAT0913R2B0	WS-3750-48TS	480	1440
CAT0913Y2JR	WS-3750-48TS	480	1440
CAT0914Y08G	WS-3750-48TS	480	1440
CAT0914Y0AJ	WS-3750-48TS	480	1440
CAT0914Y0AL	WS-3750-48TS	480	1440
CAT0913K00P	WS-3750-48TS-S	480	1440
CAT0915Y0Q8	WS-3750-48TS-S	480	1440
CAT0915Y0QH	WS-3750-48TS-S	480	1440
CAT0915Y0QX	WS-3750-48TS-S	480	1440
CAT0916Z0W8	WS-3750-48TS-S	480	1440
CAT0916Z0WJ	WS-3750-48TS-S	480	1440
CAT0916Z0WL	WS-3750-48TS-S	480	1440
CAT0916Z0WQ	WS-3750-48TS-S	480	1440
FOC0932U14F	WS-3750-48TS-S	480	1440
FOX0737027K	WS-4506	1175	3525
FOX07370299	WS-4506	1175	3525
FOX074507AL	WS-4506	1175	3525
FOX074507FQ	WS-4506	1175	3525
FOX074507P9	WS-4506	1175	3525
FOX090609UC	WS-4506	1175	3525
FOX090609WD	WS-4506	1175	3525
TBM06292297	WS-6509	6500	19500
TBM06292325	WS-6509	6500	19500
TBM06292344	WS-6509	6500	19500
FAB0552W188	WS-C3524-XL-EN SWITCH	280	840
CAT0745Z2NT	WS-C3550-48	317	951
CAT045Z2CH	WS-C3550-48-SMJ	317	951
CAT0711Y0LH	WS-C3550-48-SMI	317	951
CAT0711YOPV	WS-C3550-48-SMI	317	951
CAT0745Z2HV	WS-C3550-48-SMI	317	951
CAT0745Z2KN	WS-C3550-48-SMI	317	951
CAT0745Z2L2	WS-C3550-48-SMI	317	951
CAT0745Z2PR	WS-C3550-48-SMI	317	951
CAT0745Z2Q6	WS-C3550-48-SMI	317	951
CAT0745Z2QQ		317	951
CAT0745Z2RG	WS-C3550-48-SMI	317	951

Equipment without uncovered list.				
CAT0745Z2TN	WS-C3550-48-SMI		317	951
CAT0746008	WS-C3550-48-SMI		317	951
CAT07462011	WS-C3550-48-SMI		317	951
CAT0746Z00C	WS-C3550-48-SMI		317	951
CAT0746Z013	WS-C3550-48-SMI		317	951
CAT0746Z043	WS-C3550-48-SMI		317	951
CAT0746Z04K	WS-C3550-48-SMI		317	951
CAT0825Y331	WS-C3550-48-SMI		317	951
CAT0910R1V8	WS-C3550-48-SMI		317	951
CAT0B25Y331	WS-C3550-48-SMI		317	951
CHK0623V02F	WS-C3550-48-SMI		317	951
CHK0623V0QF	WS-C3550-48-SMI		317	951
CHK0624V04Y	WS-C3550-48-SMI		317	951
CHK0628W0W1	WS-C3550-48-SMI		317	951
CHK0631W1BQ	WS-C3550-48-SMI		317	951
CHK0635V02Z	WS-C3550-48-SMI		317	951
CHK0645V2CJ	WS-C3550-48-SMI		317	951
CAT0913R29N	WS-C3750-48TS-S		480	1440
CAT0916Z0W3	WS-C3750-48TS-S		480	1440
CAT0916Z0WH	WS-C3750-48TS-S		480	1440
CAT0916Z0WM	WS-C3750-48TS-S		480	1440
CAT0929Z1SK	WS-C3750-48TS-S		480	1440
CAT0929Z1SR	WS-C3750-48TS-S		480	1440
CAT0929Z1T1	WS-C3750-48TS-S		480	1440
CAT0930Z0E5	WS-C3750-48TS-S		480	1440
CAT0930Z0JR	WS-C3750-48TS-S		480	1440
FOC932I11P	WS-C3750-48TS-S		480	1440
FOC932I14G	WS-C3750-48TS-S		480	1440
FOC932U14F	WS-C3750-48TS-S		480	1440
FOC0916U00R	WS-C3750G-48TS-	-	960	2880
FOC0916U0FH	WS-C3750G-48TS-		960	2880
FOC0916U0FN	WS-C3750G-48TS-	S	960	2880
MCA00146003L			956	2868
MCA0122000Z	WS-C3920		956	2868
MCA01380004T			956	2868
MCA0142000K	WS-C3920		956	2868
MCA01460040	WS-C3920		956	2868
MCA0150000H	WS-C3920		956	2868
MCA0150000N	WS-C3920		956	2868
MCAO1380003			956	2868
mcao1460041	WS-C3920		956	2868

Page 5 of 6

		Equipment without uncovered list.		
SAG02500TKT	WS-C3920		956	2868
FOX06050134	WS-C4006		956	2868
FOX0548OOFG	WS-C4006-S2		1250	3750
FOX0823033K	WS-C4506		956	2868
TBM06292233	WS-C6509		6500	19500
TBM06292339	WS-C6509		6500	19500
TBM06292329	WS-C6509		6500	19500
SMG0916N2DQ	WS-C6509-E		6500	19500
SMG0916N2GJ	WS-C6509-E		6500	19500
SMG0925N2PW	WS-C6509-E		6500	19500
SMG0925N307	WS-C6509-E		6500	19500
SMG0925N386	WS-C6509-E		6500	19500
SMG0925N389	WS-C6509-E		6500	19500
SMG0925N3CR	WS-C6509-E		6500	19500
SMG0925N3CU	WS-C6509-E		6500	19500
			\$ 533,052.50 \$	1,599,157.50



HARDWARE INVENTORY OF NETWORK / WIRELESS DEVICES

			Number of		Number of	Number of	Maintenance 1	Supported	
Model Type	Vendor Name	List Pricing	Switches	Extended Pricing	Access Points	Routers	Contract (Y/N)	By:	Location
Main Campus Network					-		-		
Cisco 6500-S3	0	0000		11-101000		16	 	Stroger Network Support Team	Stroger Campus
	Cisco	6500	16	104000	 	16	#		Stroger Campus
Cisco 4006-S2	Cisco	1760	50	88000			11	Stroger Network Support Team	
Cisco 3524-XL-EN	Cisco	266	15	3990			N Y	Stroger Network Support Team	Stroger Campus
Cisco 3524-XL-PWR	Cisco	280	75	21000				Stroger Network Support Team	Stroger Campus
Cisco 3512-XL-EN	Cisco	222	10	2220			Y	Stroger Network Support Team	Stroger Campus
Cisco 3508-XL	Cisco	475	2	950		ļ	Y	Stroger Network Support Team	Stroger Campus
Cisco 3640	Cisco	1000		1000		1	N	Stroger Network Support Team	Stroger Data Ctr
Cisco 515E Firewall	Cisco	630		630			N	Stroger Network Support Tearn	Stroger Data Ctr
Cisco 3524-XL-EN	Cisco	266	2	532		ll	N N	Stroger Network Support Team	Stroger Data Ctr
Cisco AP-352E2C	Cisco	150		15000	100	1	N	Stroger Network Support Team	Stroger Campus
Cisco AP1200	Cisco	68		7480	110		N	Stroger Network Support Team	Stroger Campus
	Sub-Totals		 	\$244,802.00		 		 	
GE PACS Network		1		1	1	1	1	1	
Cisco 4006-S3	Cisco	2010	1	2010		1	Pending	Stroger Network Support Team	Stroger Campus
Cisco 2600	Cisco	1		11.0		2	Pending	Stroger Network Support Team	
Cisco 3548-XL-EN	Cisco	475	2	950	1		Pending	Stroger Network Support Team	
Cisco 3524-XL-EN	Cisco	266	10	2660	1	1	Pending	Stroger Network Support Team	
Cisco 3512-XL-EN	Cisco	222	13	2886			Pending	Stroger Network Support Team	
	Sub-Totals	 	 	\$8,506.00		 		#	-
GE Physio-Logical Network		1	1	1	-	-		1	1
Cisco 3508-XL	Cisco	475	4	1900	#	#	Pending	Stroger Network Support Team	Stroger Campu
WS-C2950G-48-XL	Cisco		9	0	1	1	Pending	Stroger Network Support Team	Stroger Campu
WS-C2950G-24-XL	Cisco		30	0			Pending	Stroger Network Support Team	
	Sub-Totals	H		\$1,900.00	₩	-			
GE Fetal Monitoring Ntwk			1	1	1	1		†	#
Cisco 3508-XL	Cisco	475	1	475	1	1	Pending	Stroger Network Support Team	Stroner Campu
WS-C2960G48-XL	Cisco		11 1	11 0	1	#	Pending	Stroger Network Support Team	
WS-C2950G-24-XL	Cisco		11	11 0	1	1	Pending	Stroger Network Support Team	
WS-C2950G-12-XL	Cisco		6	0			Pending	Stroger Network Support Team	
	Sub-Totals		 	\$475.00		-			
		-	#				-		#
	Grand-Totals		276	\$255,683.00	210	22		+	

11/5/2006

HARDWARE INVENTORY OF NETWORK / WIRELESS DEVICES

	Number of	Numbe	of Number of	Maintenance	Supported	
Model Type Vendor Name	List Pricing Switches	Extended Pricing Access I	oints Routers	Contract (Y/N)	By:	Location

** Note ** There are five (5) servers that manage and monitor the network. We have two (2) providing redundant DHCP services. One (1) monitors the three (3) intrusion detection probes and is running our Cisco access control software (ACS). One (1) ru



1

HARDWARE INVENTORY OF NETWORK / WIRELESS DEVICES

Model Type	Vendor Name	List Pricing	Number of Switches	Extended Pricing	Number of Access Points	Number of Routers	Maintenance Contract (Y/N)	Supported By:	Location
							1		
lain Campus Network				1			11		
Cisco 6500-S3	Cisco	6500	16	104000		16	11 y	Stroger Network Support Team	Stroger Campus
Cisco 4006-S2	Cisco	1760	50	88000			H Y		Stroger Campus
Cisco 3524-XL-EN	Cisco	266	15	3990			l N	Stroger Network Support Team	Stroger Campus
Cisco 3524-XL-PWR	Cisco	280	75	21000			T Y		Stroger Campus
Cisco 3512-XL-EN	Cisco	222	10	2220	1		H Y	Stroger Network Support Team	Stroger Campus
Cisco 3508-XL	Cisco	475	2	950	-		H Ÿ	Stroger Network Support Team	Stroger Campus
Cisco 3640	Cisco	1000		1000		1	N	Stroger Network Support Team	Stroger Data Ctr
Cisco 515E Firewall	Cisco	630		630		·	II N	Stroger Network Support Team	Stroger Data Ctr
Cisco 3524-XL-EN	Cisco	266	2	532		-	N N	Stroger Network Support Team	Stroger Data Ctr
Cisco AP-352E2C	Cisco	150		15000	100		T N	Stroger Network Support Team	Stroger Campus
Cisco AP1200	Cisco	68		7480	110		N	Stroger Network Support Team	Stroger Campus
	Sub-Totals			\$244,802.00					
GE PACS Network	-								
Cisco 4006-S3	Cisco	2010	1	2010		1	Pending	Stroger Network Support Team	Stroger Campus
Cisco 2600	Cisco			0		2	Pending	Stroger Network Support Team	Stroger Campus
Cisco 3548-XL-EN	Cisco	475	2	950			Pending	Stroger Network Support Team	Stroger Campus
Cisco 3524-XL-EN	Cisco	266	10	2660			Pending	Stroger Network Support Team	Stroger Campus
Cisco 3512-XL-EN	Cisco	222	13	2886			Pending	Stroger Network Support Team	Stroger Campus
	Sub-Totals	-	ļ	\$8,506.00	╂	 		 	-
GE Physio-Logical Network	000 10000		 	40,500.00	 	H		+	
Cisco 3508-XL	Cisco	475	4	1900	#	 	Pending	Stroger Network Support Team	Stroger Campus
WS-C2950G-48-XL	Cisco		9	11 0	#	 	Pending	Stroger Network Support Team	
WS-C2950G-24-XL	Cisco		30	11 0	 		Pending	Stroger Network Support Team	
GE Fetal Monitoring Ntwk	Sub-Totals	-	ļ	\$1,900.00	-	-	-		
Cisco 3508-XL	1	-			4	1			
WS-C2950G48-XL	Cisco	475	1	475	4	1	Pending	Stroger Network Support Team	
WS-C2950G-24-XL	Cisco	 	1	0	1	1	Pending	Stroger Network Support Team	
WS-C2950G-24-XL	Cisco		1	0		1	Pending	Stroger Network Support Team	
M3-029000-12-XL	Cisco	-	6	0		-	Pending	Stroger Network Support Team	Stroger Campu
	Sub-Totals	+		\$475.00	+	 		 	-
		1	Ħ		11	11	-	#	#
			Ħ	11	11		H	+	#
	Grand-Totals		276	\$255,683,00	210	22		+	#

11/5/2006

HARDWARE INVENTORY OF NETWORK / WIRELESS DEVICES

		THE RESERVE OF THE PERSON NAMED IN	the sect of a restrict of the section of the section of	AND RESIDENCE OF THE PARTY OF T		The same of the sa			-11
			Number of		Number of	Number of	Maintenance	Supported	tt i
1 1	1 1	1 1	HUBBLE	11 11	I Hullion of II	Halliber of	11	orking.	1
Model Type	Vendor Name	List Pricing	Switches	Extended Pricing	Access Points	Routers	Contract (Y/N)	Bv:	Location
Model Type	VEHIQUI INGILIE	LIST FIICHING	OWITCHES	Extended Fricing	A00000 1 01110	1100(010	Toombas (Titt)		

** Note ** There are five (5) servers that manage and monitor the network. We have two (2) providing redundant DHCP services. One (1) monitors the three (3) intrusion detection probes and is running our Cisco access control software (ACS). One (1) ru



HARDWARE INVENTORY OF NETWORK / WIRELESS DEVICES

14.4.17		Elements.	Number of	S. contraction in	Number of	Number of	Maintenance	Supported	Location
Model Type	Vendor Name	List Pricing	Switches	Extended Pricing	Access Points	Routers	Contract (Y/N)	By:	Location
ACHN Remote Locations	-		-				-		
Robbins Clinic		 		 			-		
Cisco 2610	Cisco					1	T Y		
Cisco 3548-XL-PWR	Cisco	280	1	280			Y		
Cisco C2908-XL-EN	Cisco		1	0			Y		
Cottage Grove Clinic	-	-		-		-	-		
Cisco 2610	Cisco		-	+		1	 		
Cisco 3548-XL-PWR	Cisco	200	1	200	-	<u> </u>	Y		
Cisco C2908-XL-EN	Cisco	280	1	280	-	ļ	₩ <u>'</u>		
CISCO C2900-AL-EN	CISCO	 	1	+			H		
Woody Winston Clinic									
Cisco 2610	Cisco				1	1	Y		
Cisco 2924-XL-EN	Cisco		1	0			1		
Cisco 2908-XL-EN	Cisco		1	0			Y		
Woodlawn Clinic		-	#	H	-		#		
Cisco 2610	Cisco		-	H		1	 		
Cisco 2924-XL-EN	Cisco		2	H	 	 	 ' -		
Cisco 2908-XL-EN	Cisco	 	1 1	0	 				
CIOCO 2500-XL-LIN	Cisco	-	╂	H	-	 	Y		
Austin Clinic		#	#	H	-	-	#		
Cisco 2610	Cisco					1	Y		
Cisco 3548-XL-PWR	Cisco	280	1	280	1		Y		
Cisco 3524-XL-PWR	Cisco	280	1	280		1	T Y		
Cisco 2908-XL-EN	Cisco		1	0			Y		
Westside Clinic		-	 	-	-	-	-		
Cisco 2610	Cisco	1	-	 		 	 		
Cisco 2908-XL-EN	Cisco		1	 	-	1	 '		
Baystack 102	Nortel		4	 	+	 	H N		
							1		
Prieto Health Center	-	1							
Cisco 2610	Cisco					1	Y		
Cisco 3524-XL-PWR	Cisco	280	3	840			Y		
Cisco 3524-XL-EN	Cisco	266	2	532			Y		
Cisco 2908-XL-EN	Cisco	1 2	1	0	1		Y		
Cicero Clinic	+	#	-	+	₩	 			
Cisco 2610	Cisco		-	++	-	1 1			
Cisco 2924-XL-EN	Cisco		2	11 0	+	#			
Cisco 2908-XL-EN	Cisco	1	+ 1	 	+	-	# · ·		
		1	+	 	+	+			
			1	11	1	1		1	11
		1	_	++	-	-		-	

11/5/2006

HARDWARE INVENTORY OF NETWORK / WIRELESS DEVICES

Model Type	Vendor Name	List Pricing	Number of Switches	Extended Pricing	Number of Access Points	Number of Routers	Maintenance Contract (Y/N)	Supported By:	Location
	Verius Indille	List Filding	SWILLIES	Extended Friding	ACCESS POINTS	nouleis	Contract (1/N)	Бу.	Location
Logan Square Clinic	1		-				+		
Cisco 2610	Cisco		1		-	1	Y	-	
Cisco 2924-XL-EN	Cisco	-	2	0		ļ	Y	_	
Cisco 2908-XL-EN	Cisco	11	1	0			Y	-	
Fact and Ollins	-		4				-	-	
Englewood Clinic	1 0		-				-	-	
Cisco 2610	Cisco					11	Y	-	
Cisco 2924-XL-EN	Cisco	<u> </u>	1	0			Y	-	
Cisco 2908-XL-EN	Cisco	-	1	0			Y	-	
Vista Clinic	+	+	+	 		 	+	-	
Cisco 2610	Cisco		1	1	1	1	11 y	1	
Cisco 2924-XL-EN	Cisco		1	1 0	 		# · ·		
Cisco 2908-XL-EN	Cisco	1 1	1-1-	H - ö	-		# · · ·		
	1		+	 	1		1		
Northside Clinic	1		+	H	#	1	#	1	
Cisco 2610	Cisco			H	#	1	# Y		
Cisco 3524-XL-EN	Cisco	266	1	266	-	 	1 Y	1	
	1	1 222	+	1	-	1	+	1	
Hayes Clinic	-		+	 	 	 		+	
Cisco 2610	Cisco		-	 	 	1	 	+	
Cisco 2924-XL-EN	Cisco		1	11 0	#	 	# '	#	
	1	1	+	 	1	+		 	
Beethoven Clinic		1		1	1		1	 	
Cisco 2610	Cisco			11	1	1	Y	1	
Cisco C2912-XL-EN	Cisco	1 1	1	0	1		T Y	1	
				1	1	1	-	T	
Dusable Clinic		11.		7	1	1	1	1	
Cisco 2610	Cisco					1	Y	T	
Cisco C2912-XL-EN	Cisco	1 1	1	0			Y		
Morton East Clinic	-	-	-					11	
Cisco 2610	Cisco	1	-	H	 			4	
Cisco C2912-XL-EN	Cisco		-	 	4	1	Y	4	
Oldry OSSIS-YF-EN	CISCO	11 11	1	0	+	#	Y	4	
Austin-Path Clinic	-	-	-	+	 	 		+	
Cisco 2610	Cisco	The same		++	+	1 1		+	
Cisco C2912-XL-EN	Cisco	1173	1	11 0	+	+	- -	-#	
	1	1		++	+	+		+	
Bond Clinic	1	11	-	+	+	+		+	
Cisco 2610	Cisco		-	+	+	1 1		-	
Cisco C2912-XL-EN	Cisco	11 11	1	11 0	#	+	- Y	+	
	1	1		++	+	+		+	
Near South Clinic		1	1	11	 	+		+	
Cisco 2610	Cisco			1	1	1	-Hy-	-	
Cisco 2924-XL-EN	Cisco	11 :	1	11 0	1	1	- '	1	
Cisco 2908-XL-EN	Cisco		1	0	1	1			
				1	1	1			11
	Totals		42	\$2,758.00	1	19		+	#

Model	Price	QTY	Extended Pricing
A DESCRIPTION OF THE PROPERTY			na filosoficial planta accomplicate apparatus contractions and
Hospital			to particular continue productive particular particular continues. The security continues to the
WS-C6506	5250	2	10,500
WS-C4506	1760	3	5,280
WS3550-48-SMI	317	16	5,072
Sub-Total		*	\$20,852.00
Hospital	et tallet diese die seiner des principales principales des seines de la company de la company de la company de La company de la company de	to a separate service and the	
WS-6509	6500	2	13,000
WS-C2950G-48-EI	And the second control of the probabilities and the part of a control of the cont	18	0
WS-C2950G-24-EI		39	
Sub-Total	:		\$13,000.00
Health Center	The second second second		THE STREET, AND STREET, AND STREET, NAME AND ADDRESS.
WS-C2924-XL	The state of the s	18	0
WS-C2950G-24-EL		12	0
Cisco 5505	2415	1	2,415
Sub-Total			\$2,415.00
Department of			
WS-C4506	1760	3	5,280
WS-C2950G-24-EL		19	3,420
Sub-Total			\$8,700.00
	To	tal	\$44,967.00

INDEX **EXECUTION FORMS**

Description	Page
VENDOR CERTIFICATIONS	ER- 1/4
MBB/WBE GOALS AND SUBMITTALS	ER- 5/8a
SOLE PROPRIETOR, SIGNATURE PAGE	EP-9
PARTNERSHIP, SIGNATURE PAGE	ER- 10
CORPORATION, SIGNATURE PAGE	ER-il
ACCEPTANCE AND EXECUTION	ER- 12

THE TERMS "CONTRACTOR" AND "CONTRACT" ARE **USED THROUGHOUT THESE EXECUTION FORMS.**HOWEVER, **THE SOLE PROPR IETOR,** PARTNERSHIP, **JOINT** VENTURE, **OR** CORPORATION
COMPLETING THESE EXECUTION FORMS (REFERRED TO IN THIS PARAGRAPH AS "VENDOR")
UNDERSTANDS AND ACKNOWLEDGES THAT NO CONTRACT IS CREATED WITH AND VENDOR IS NOT A CONTRACTOR OF WITH WITH RESPECT TO THIS CONTRACT, UNTIL
THE **DATE UPON WHICH** THE **DESIGNATED** OFFICIALS EXECUTE THIS CONTRACT BY
COMPLETING THIS PAGE ENTITLED "COUNTY ACCEPTANCE AND EXECUTION" AT PAGE EP-12.

CONTRACTOR CERTIFICATIONS

TEE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND ORDINANCES. CONTRACTOR IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO EXECUTION OF THIS CONTRACT. BXECUTION OF THE CONTRACT SHALL CONSTITUTE EXECUTION OF THESE CERTIFICATIONS AND SHALL ALSO CONSTITUTE A WARRANTY BY CONTRACTOR THAT ALL THE STATEMENTS SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE AND CORRECT STATEMENTS. CONTRACTOR IS HEREBY NOTIFIED THAT FAILURE TO EXECUTE THESE CERTIFICATIONS SHALL RESULT IN DISQUALIFICATION FROM ELXGI BILITY FOR THE AWARD OF THIS CONTRACT. CONTRACTOR IS FURTHER NOTIFIED THAT IN THE EVENT THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE CONTRACT SMALL BE' SUBJECT TO TERMINATION.

- ORDINANCE CHAPTER 10, SECTION 10-7.1. Chapter 10, Section 10-7.1.. of the Ordinances and Resolutions of the provide as follow: 10-7.1. - PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION. No person or business entity shall be awarded a contract or sub-contract; for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity. (a) Has been convicted of an act committed, within the , of bribery or attempting to bribe an officer or employee of a unit of 'state or local government or school district in the in that officer's or employee's Official State of capacity. (b) Has been convicted of an act committed, within the of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq. c) Has been $\underline{\text{convicted of bid-r}}$ igging or attempting to rig bids under the laws of the d) Has been convicted of an act committed, within the of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1 et seq. e) Has been convicted of price-fixing or attempting to f ix prices under the laws of the (f) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted
- to,
 (h) Has entered a plea of nob contendere to charge of bribery, pricefixing, bid-rigging, or fraud, as set forth in sub-paragraphs (a) through (f) above. (Ord 7-2-79, p. 4213.)

THE UNDERSIGN HEREBY CERTIFY THAT:

- (1) the entity on whose behalf this certification is submitted, has not been convicted, or entered a plea of no contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7 .1. (a) through (h) of the 'Ordinances and Resolutions of the .
- (2) the owner, partner of shareholder who controls, directly or indirectly, [thirty percent (30%)] or more of the business entity. has not been convicted or entered a plea of nob contendere or made an admission of guilt to any act described in Chapter '10,

Section 10-7.1. Ia) through (h); (3) it does not employ as an officer, any individual who was an of officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h); (4) it does not have an owner who controls, directly or indirectly, [thirty percent (30%)] or more of the business who was an owner who, directly or indirectly, controlled [thirty percent (30%)] or more of a business entity at the time the latter committed a disqualifying act described, in Chapter 10, Section 10-7.1. (a) through (h). B. BID-RIGGING OR BID ROTATING. C. DRUG FREE WOEXPLACE AC in accordance with Public Act 86-1459 Compiled Statutes THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it will provide a drug free workplace as per the requirements of Public Act 86-1459. ORDINANCE CHAPTER 10, SECTION 10-6.1. Ordinance Chapter 10, Section 10-6.1 provides that no person or business entity shall be awarded a contract or subcontract for goods or services with the that is delinquent in the payment of any tax (including real estate tax)' or fee administered by the . it is not delinquent in the payment of any tax or fee administered by the County of (including real estate tax) unless such tax is being contested in accordance, with the procedures established by County Ordinance. HUMAN RIGHTS ORDINANCE CHAPTER 25, SECTION 25-76 (adopted March E. 16, 19931) No person who is a party to a contract with ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs. THE UNDERSIGNED CERTIPIES BY SIGNING THE EXECUTION FORM, HEREIN THAT it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations. HUMAN RIGHTS ACT In accordance with Public Act 81-1216 THE UNDERSIGNED (CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations. G. LIVING WAGE ORDINANCE (adopted September 15, 1998 effective December 1, Living Wage Ordinance mandates that a base wage of \$7.60 per hour be paid to individuals employed under contracts between furtherance of County and any person or entity awarded a Contract by or the subcontractor of any such person Or entity. "contract" means any written agreement requiring Board approval whereby the county is committed to or does expend funds in connection with the agreement or a subcontract thereof. The term "contract' as used in this ordinance specifically excludes contracts

with the following:

L) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501 IC) (3) of the United State Internal Revenue Code and recognized

- 2.) Community Development Block Grants;
- 3.) President's Office of Employment Training;
- 4.) Sheriff's Work Alternative Program; and
- 5.) Department of Correction inmates.

THE UNDERSIGNED CERTIFIES.BY SIGNING THE **EXECUTION FORM** HEREIN THAT, it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

H. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997 Effective July 1, 1998 every Applicant for a County Privilege shall be in full compliance with any Child Support Order before such Applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-prof it organizations. "County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

If not applicable (ie there are no Substantial Owners as defined, above) you must indicate here that there are no Substantial Owners as defined above: _X_ (check here, if applicable) There are no Substantial Owners, as defined above.
Substantial Owner Substantial Owner Date of Birth
Name Social Security Number
Home Address:
City, State, Zip:
Home Phone#: Substantial Owner Name
Home Address: City, State, Zip: Home Phone#:
Substantial Owner Name
Home Address: City, State, Zip: Home Phone#:
Substantial Owner Name
Substantial Owner Date of Birth
Social Security Number
Home Address:
City, State, Zip:
Home Phone4S:
THE LINDED SIGNED CEPTIFIES BY SIGNING THE EVECUTION TODAL HEDEIN THAT:

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION TORN, HEREIN THAT:

he/she has personal knowledge of the information provided above and that the information provided is correct.

MACBRIDE ORDINANCE (adopted May 16, 1995)

MacBride Ordinance provides that if the primary contractor. currently conducts business operations in Northern Ireland or will conduct business during the projected duration of a County contract, it is hereby required that the contractor shall make all reasonable and. good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined

THE UNDERSICNBD CERTIPIES BY SIGNING THE EXECUTION PORN HEREIN T1Thr it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

MINORITY. AND WOMEN BUSINESS ENTERPRISE GOALS 'REQUIRED SUBMITTALS.

I. POLICT AND GOALS

A. It is the policy of the to prevent discrimination in the award of or participation in the contracts and to eliminate arbitrary barriers for participation, as both, prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBB) and Women-owned Business Enterprises (WBE). in furtherance of this policy, the

has adopted a Minority-and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and agreements to certified MBEE and WBEs.

- B. A contractor may achieve the MBE/WBE participation goals by its status as a MBR or WEE; by entering into a joint venture with one or more MBEB and/or WBBS; by subcontracting a portion of the work to one or more MBE8 or WEBs; by entering into a Mentor-Protege Agreement with a WEE or WEE; by the indirect participation of MEEs or WEBs in other aspects of the contractor'S business; or by a combination of the foregoing.
- C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. Required Submittals

To be considered responsive to the requirements of the Ordinance, a contractor shall submit Items A, B and C listed below. All documentation submitted shall be. reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and to be rejected.

A.)4BZ/WBZ Participation Documentation

Each contractor shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" ?E/E participaticE goals. Such documentation shall include:

- I.) A summary plan identifying all firms intended to be used to fulfill the goals'; the MBE or WBE status of each firm; the name, address, and phone number of the contact person for each MBE/WBE firm; the dollar value of the goods or services to be provided by MBE and WEE firm; and the dollar value for each expressed as a percentage of the total value of the proposed contract. (See Exhibit 1)
- 2.) A Letter of Intent for each MBE/WBE containing specific information regarding the goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services; and the original signatures of the appropriate officer of both the contractor and of the MBE/WBE firm. (A sample form is attached as Exhibit II.)

3.) Current letters of certification for each MBE and NBE firm. Acceptable certifying agencies are:

B. Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how it intends to maximize the *use* of Its minority and women professional in the course of performing the contract.

C. Affirmative Action Plan

Each contractor shall submit a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating that no plan exists. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance from the United States Department of Labor,

III. NON- COMPLIANCE

If the determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements a may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EOUAL EMPLOYMENT OPPORTUNITY

Compliance with MBR and WEE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions concerning this portion of the Execution Forms should be directed

to:

Administrator	

EXHIBIT I CONTRACTOR'S MBE/WBE EFFORTS DOCUMENTATION

CONTRACTOR HEREBY STATES that all MBE/ WBE firms identified herein are certified
MBEs/WBEs by at least of the following entities
have completed application for MBE/WBE certification on file with the
Office of Contract Compliance

· . · · · · · · · · · · · · · · · · · ·	ı.	CONTRACTOR'S MBE/WBE STATUS: (check the appropriate line)	
		Contractor is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)	
		Contractor is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, Letters of Certification, completed Joint Venture Affidavit clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture) (Joint Venture Affidavit available from the Office of Contract Compliance.)	
		Contractor is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Section II and III).	
	п.	Direct Participation of MBE/WBE Flems	
		MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:	
		1. Name of MBE/WBE:	
		Address:	
	:	Contact Persons Phone:	
		Dollar Amount of Participation:\$	
		Percent Amount of Participation:%	
	· ·.	Letter(s) of Intent attached? Yes No	
	m.	Indirect Participation of MBE/WBE Firms	
		1. Name of MBE/WBE:	3
		Address:	
		Contact Person:	
		Dollar Amount of Indirect Participation; \$	
		Percent Amount of Indirect Participation:%	
		Letter(s) of Intent/Invoices attached? Yes X No Letter(s) of Certification attached? Yes X No No	
		Attach additional sheets as needed to fully document MBE/WBE participation.	

EXHIBIT II COOK COUNTY LETTER OF INTENT

FROM MBE/WBE TO PERFORM AS SUBCONTRA	ACTOR, SUPPLIER AND/OR CO	SULTANT
Contract Title & Number: Computer Analysis a	and Design/Training Services	
From: (Name of MBE/V	VBE Firm)	
To: Cisco (Name of Prime Contract		
The undersigned is prepared to provide the the following described goods in connection w	following described services ith the above named project/o	or supply ontract:
Each item supplied or service performed will items/services totaled to equal the full dollar amperformed or supplies provided must be eith specific Cook County contract.	ount of the Letter of Intent. All	services
Description of Service/Supply	Fee/Cost	
Computer Analysis Design and Training Z.	d.	%
3.	\$	%
4.	\$	%
5.	Total:	% %
THE UNDERSIGNED PARTIES AGREE that binding conditioned upon Cisco's receip County of Cook. The Undersigned Parties affix their signatures to this document upon Service/Supply and Fee/Cost were complete.	t of a signed contract fr do also certify that they	om the
	nui all areas under Descri, sted.	
	ntir all areas under Descri _l e ted. print name)	
	e ted. print name)	
Upon Penalty of perjury, I (The Chief Executive Officer (title) and duly authors MBE And/or WBE	e ted. print name)	ption of
Upon Penalty of perjury, I (The Chief Executive Officer (title) and duly authors MBE And/or WBE	e ted. print name) nonized representative of the	ption of
Upon Penalty of perjury, I () The <u>Chief Executive Officer</u> (title) and duly authorized (title) and duly authorized (title) and duly authorized (title) and correct.	e ted. print name) norized representative of the (firm name) affirm that all	ption of
Upon Penalty of perjury, I () The Chief Executive Officer (title) and duly aution MBE And/or WBE foregrang information is true and correct.	e ted. print name) norized representative of the (firm name) affirm that all	ption of
Upon Penalty of perjury, I	e ted. print name) norized representative of the (firm name) affirm that all	ption of
Upon Penalty of perjury, I () The Chief Executive Officer (title) and duly aution MBE And/or WBE foregrang information is true and correct.	e ted. print name) norized representative of the (firm name) affirm that all	ption of
Upon Penalty of perjury, I () The Chief Executive Officer (title) and duly aution MBE And/or WBE foregrang information is true and correct.	e ted. print name) norized representative of the (firm name) affirm that all	ption of

	Page 2 or 2
Upon Penalty of perjury, I	(print name)
the(title) and of Cisco Systems, Inc. affirm that all of the fo	duly authorized representative regoing information is true and
Subscribed and sworn to before me thisd	ay of,200
SE Emelie	d

SPSV12.18 (a)

REVISED 6/20/06

State of California	
	ss.
County of	J
<u> </u>	
On j	
Cale	realise and time of Orindar (e.g., Same Doc, Johnsy Pools)
personally appeared	Name(s) of Signer(s)
	Ø personally known to me
	proved to me on the basis of satisfactor evidence
	to be the person(s) whose name(s) is/ar subscribed to the within instrument an acknowledged to me that he/she/they execute the same in his/her/their authorize capacity(ies), and that by his/her/their authorize that the same in the sam
	signature(s) on the instrument the person(s), o the entity upon behalf of which the person(s acted, executed the instrument.
	acted, executed the instrument.
	WITNESS my hand and official seal.
Place Notary Seel Above	-
Pace Holary deal Above	
<u> </u>	PTIONAL
	law, it may prove valuable to persons relying on the document and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Nemed Ahove:	
Signor(a) Outor Man realists Above.	
Capacity(les) Claimed by Signer	
Signer's Name:	RIGHT THUMBPRINT
. Individual	OF SIGNER Top of thumb here
☐ Corporate Officer — Title(s):	
☐ Partner — ☐ timited ☐ General	
Attorney in Fact	
☐ Trustee	
☐ Guardian or Conservator	
☐ Other:	
7	
Signer Is Representing:	

CERTIFICATE OF STATUS DOMESTIC CORPORATION

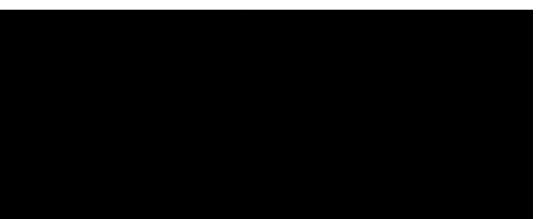
Secretary of State of the State of California, hereby

That on the 10TH day of DECEMBER, 1984, CISCO SYSTEMS, INC. became incorporated under the laws of the State of California by filling its Articles of Incorporation in this office; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.



certify:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

\$	<u> </u>
)
	> ss.
On November 14 2006, before me,	
Date	Name and Title of Officer (e.g., "Jame Doe, Notary Public")
personally appeared	
	Hame(a) of Signer(a)
	personally known to me
	 proved to me on the basis of satisfactory evidence
	to be the person(s) whose name(s) is/are
7	subscribed to the within instrument and
	acknowledged to me that he/she/they executed
	the same in his/her/their authorized capacity(ies), and that by his/her/their
	signature(s) on the instrument the person(s), or
	the entity upon behalf of which the person(s)
	acted, executed the instrument.
	WITNESS my hand and official seal.
Place Notary Seal Above	
	PTIONAL
Though the information below is not required by le	aw, it may prove valuable to persons relying on the document and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Document Date.	Number of ages.
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer	
Signer's Name:	RIGHT THUMBPRINT OF SIGNER
Individual Comparate Officer — Title(c):	Top of thumb here
□ Corporate Officer — Title(s): □ Partner — □ Limited □ General	f
Attorney in Fact	
☐ Trustee	
☐ Guardian or Conservator	
Other:	
Signer Is Representing:	
revenenciant everencian commencial exercican	00/00000000000000000000000000000000000

S.A. N/27 106 EXECUTION BY A CORPORATION

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number and Addenda Number(s) (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract by the Cook County Board of Commissioners, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

	Bo	ue and correct. ard of Commissi	Upon award and oners, the under	execution of the	ion with this Bid Proposal are e Contract by the Cook County that execution of this Bid on of the Contract.
				,	1
	ΒŪ	SINESS NAME:			
	BU	SINESS ADDRESS:_			P.C.
	BU	SINESS TELEPHONE		FAX NUM	BER:
	CO	NTACT PERSON:			
	PP.	iii :	+399	CORPORATE FIL	Actached
	**	COMPLETE LIST O	A REAL BUTATE OM	TO IN COOK COM	m mtached
		Nikasa	SNE UNDER MINDER:		
		(ATTAC)	APRAICABLE, TOU I SHEET IF NECES	MEST INDICATE /	HAT IT IT SOT APPLICATES IT LOKAL INDEX SUBBERS).
1	LIS	T ALL CONTON	OTTETODO		•
:	PRE	SIDENT:		VICE PRES	IDE
1	SEC	RETARY:		TREASURER	:
,	***	SIGNATURE OF FRE	SADENT: X		
ě	TT	ESD: 3			orporate secretary)
٤	Sub	scribed and Swor	n to		
				My commi	ssion expires:
*		your certificat	ion is not regist e of good standing s to be submitted	g from the Stat	te in which you are
*	*	Required per			
•	**	President and 5	ocretary, attach r authorization b	hereto a certif	Ley comeone other chan the lied copy of the corporate on which withorizes such of the corporation.
				BF-12	SPSV7.22
TOO	0				NOVEL TO: 31 PAK 312 603 3000

ACCEPTANCE AND EXECUTION

TIEM(S), SECTIO	N(S), PART(S):			
		,		2. 2.22
-			275	
TOTAL AMOUNT OF	CONTRACT: \$			
FUND CHARGEABLE		_ /		
t				
a = <u>a - 2</u>				
DATED AT	THIS_	DAY		
)P			Đ	
W				
	-2			
	1/2			
	-			
	NO.			
PPROVED AS TO FO				