



Illinois Department of Innovation and Technology Master Service Agreement

This Master Service Agreement ("**Agreement**") is made effective as of the date of last signature below ("**Effective date**") by and between the Illinois Department of Innovation and Technology, an Illinois State Agency with an address of 120 West Jefferson Street, Springfield, IL 62704 ("**DoIT**") and

_____, a _____, with an address of _____ ("**Customer**"). Each may be referred to herein as a "**Party**" and collectively as the "**Parties**."

This Agreement terminates and supersedes any prior master service agreements entered into between Customer and DoIT.

PURPOSE

DoIT owns and operates a broadband backbone network ("**Illinois Century Network**" or "**ICN**" or "**DoIT Backbone Network**") with facilities for providing Intranet, Internet, security, and other services throughout the State of Illinois for its customers and constituents. DoIT also purchases Internet services and broadband circuits on behalf of and for its customers and constituents. DoIT issues individual master service agreements to provide these services to such customers and constituents.

ARTICLE 1 – GENERAL

1.1 Agreement Structure. The purpose of this Agreement is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain transport, dedicated internet access and security services ("**Services**") from DoIT for its use. This Agreement and Service Orders (as defined in Section 1.2 below) and any other attachments incorporated therein shall collectively be referred to as the "**Agreement**."

1.2 Orders for Services. Working directly with the Customer, DoIT staff will help identify available connectivity and service options and will assist Customer throughout the provisioning, installation and turn-up of the Service. DoIT will prepare for the Customer a "**Service Order**," which will clearly identify the Service, monthly recurring charge ("**MRC**"), non-recurring charge ("**NRC**"), and Customer billing contact information and address. Once DoIT has received a signed copy of the Service Order from the Customer, DoIT will begin the provisioning of the Service. Each Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement, and the Service Level Agreement ("**SLA**") available at www.illinois.net when applicable. All Service Orders shall be subject to the availability of the Service requested and acceptance by DoIT. Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to DoIT.

1.3 Order of Precedence. In the event of an express conflict between a term(s) of this Agreement and the term(s) of any Service Order, precedence will be given in the following order: (a) the Service Order but solely with respect to the Service covered by that Service Order and provided that an authorized representative of DoIT has executed such Service Order; and (b) this Agreement.

1.4 Acceptable Use Policy. Customer agrees to be bound by DoIT's Acceptable Use Policy which may be found at www.illinois.net.

1.5 Cisco Products and Services. To the extent that Cisco Systems, Inc. ("**Cisco**") products and services are made available for Customer's use in connection with the Services provided under this MSA, Customer agrees to be bound by the terms and conditions of Appendix A (including Exhibit C) attached hereto and incorporated herein. DoIT shall have no liability to Customer for any claims or damages related to the Cisco products and services.

ARTICLE 2 – TERM

2.1 Agreement Term. This Agreement shall be in effect for a period of five (5) years from the Effective Date ("**Initial Term**") unless terminated earlier as otherwise provided for in this Agreement, and shall automatically renew for one (1) year periods thereafter (each a "**Renewal Term**") (Renewal Term(s) together with the Initial Term shall be referred to as the "**Term**") until either Party notifies the other Party of its intent not to renew the Agreement at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, in the event that a Service Order has a term longer than the Initial Term or Renewal Term of the Agreement stated herein, such Service Order remains in effect and this Agreement shall survive and govern and continue in effect with regard to only such Service Order until the termination of the Service Order.

2.2 Service Term. Each Service Order shall specify a period of time during which Customer may receive the applicable Services at the rates stated in the Service Order ("**Service Term**"). DoIT may commence work toward the provision of Services upon the Service Order Acceptance Date (as defined below), which may fall before the technical start date of the Service Term but which may still result in certain costs to Customer. Activation of Services will begin upon the Service Activation Date (as defined below) and will continue until the end of the Service Term specified in the Service Order, unless terminated earlier as otherwise provided for in this Agreement. Thereafter, unless otherwise stated in the Service Order, the Service Term of each such Service Order shall automatically renew for one (1) month periods (each a "**Service Renewal Term**") pursuant to the terms of the Agreement until terminated by either Party upon thirty (30) days written notice prior to the end of the Service Term or the then current Service Renewal Term; provided, however, that Customer shall continue to be responsible for payment to DoIT for the Services to be terminated through the end of the thirty (30) day notice period plus any early termination charges which may apply. Customer will not receive notice of a Service Term or Service Renewal Term expiration date. After the Service Term and during any Service Renewal Term, DoIT reserves the right to increase rates for any Services provided thereunder upon at least thirty (30) days' notice.

ARTICLE 3 – SERVICE ORDER PROCEDURE

3.1 To order a Service, Customer must execute a Service Order provided by DoIT. Customer may order additional Services from time to time by executing additional Service Orders. Upon receipt of a Service Order executed by Customer, DoIT will either: (a) accept the Service Order by way of counter-execution (“**Service Order Acceptance**”); (b) request clarification of information on the Service Order; or (c) reject the Service Order. DoIT shall be under no obligation to accept a Service Order. The date of DoIT’s acceptance and counter-execution of the Service Order shall constitute the “**Service Order Acceptance Date.**”

3.2 Following the Parties’ mutual execution of a Service Order, DoIT will commence preparation work related to the Service Order and will notify Customer once a Service has been installed and activated (“**Service Activation Notice**”). The date of such notice shall constitute the “**Service Activation Date;**” provided, however, that if the Service is not initially accepted by Customer due to reasonable concerns that the Service does not conform with DoIT’s specifications, DoIT shall address the alleged issues of non-conformance and issue a new Service Activation Notice, and the date of that new notice shall constitute the Service Activation Date. The Service shall be deemed accepted by Customer if (i) within seventy-two (72) hours following receipt of the Service Activation Notice, Customer does not notify DoIT in writing that the Services do not conform to DoIT’s specifications (with evidence of such non-conformance included in the notice); (ii) DoIT has not performed the testing ensuring compliance with service specifications listed in the Service Order (“**Acceptance Testing**”) due to Customer’s failure to satisfy any of its obligations under this Agreement related to installation or activation; or (iii) Customer begins using the Service for any purpose other than testing.

ARTICLE 4 – BILLING AND PAYMENT

4.1 Credit and Deposit. If requested by DoIT, Customer shall complete and submit DoIT’s standard credit application. DoIT may from time to time conduct a review of Customer’s credit rating and payment history. DoIT may require Customer to pay a deposit before acceptance of a Service Order. Additionally, for any existing Services, DoIT may require (i) Customer to pay a deposit or (ii) an increase in the existing deposit, upon the failure of Customer to submit payment of any amount by the Due Date as a condition to the continued provision of such existing Services. DoIT shall refund any amount of deposit paid pursuant to this Section, less any amount for payments that Customer still owes to DoIT, when DoIT determines in good faith, based on Customer’s credit rating and payment history, that such deposit is no longer necessary to ensure payment, but in no event later than after the termination of all Services and termination of this Agreement.

4.2 Invoicing and Payment Terms. DoIT will provide Customer with a monthly itemized invoice for the Services together with all other charges due. Customer shall pay DoIT all charges within 30 days of the invoice date or in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505). Unless otherwise stated in the Service Order, DoIT may begin invoicing Customer for any NRC, or for any cancellation fees if applicable, upon the Service Order Acceptance Date. DoIT may invoice, and Customer shall be liable for, the applicable MRC payments for Services, or any early termination fees if applicable, beginning upon the Service Activation Date.

4.3 Invoice Disputes. To the extent that Customer disputes any portion of an invoice, Customer shall notify DoIT in writing and provide detailed documentation supporting its dispute within forty-five (45) days of the invoice date or the Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall timely pay all undisputed amounts. If the dispute is resolved against Customer, Customer shall pay such amounts due from the date the payment was originally due. A dispute may not be based upon a claim that all or a portion of the charges for the Services were incurred by unauthorized users. If the dispute is resolved against DoIT, DoIT will issue credit for the disputed amount outstanding or provide service credits for any payments made.

ARTICLE 5 – CANCELLATION

5.1 Cancellation. Customer may cancel a Service Order at any time prior to the Service Order Acceptance Date for such Service without any further liability. In the event Customer requests cancellation of a Service on or after the Service Order Acceptance Date and prior to the Service Activation Date for such Service, Customer shall be obligated to pay DoIT for any costs DoIT has incurred in provisioning the Service, including, but not limited to, any contracts entered into by DoIT in connection with this Agreement and any completed or incomplete installation services rendered, and the full cost of DoIT fiber and DoIT fiber facilities between the DoIT network and Customer property. If Customer requests cancellation at any time on or after the Service Activation Date, then Customer shall be liable for the early termination charges set forth in Article 6 below.

ARTICLE 6 – TERMINATION

6.1 Early Termination. In the event that Customer terminates any Service on or after the Service Activation Date but prior to the end of the Service Term or Service Renewal Term, or if DoIT terminates Services pursuant to a Customer Default, Customer shall be subject to early termination charges equal to (i) one hundred percent (100%) of all MRC for Services multiplied by the number of months remaining in the Service Term, or any Service Renewal Term, as the case may be; plus (ii) any and all installation charges, reasonable construction costs, charges from termination of third party services, or other charges or costs which have been incurred by DoIT in providing Customer with Services. Customer may exercise such right to terminate for convenience by providing at least thirty (30) days prior written notice. The Parties agree that the charges in this Section are a genuine estimate of DoIT's actual damages in the event Customer terminates for convenience and are not a penalty.

6.2 Termination for Cause. DoIT shall notify Customer of any breaches of the terms of this Agreement or of any Service Order by Customer, or any individual acting directly or indirectly under color of authority of Customer. Customer shall have thirty (30) days to cure such breach. In the event such breach is not cured within the thirty (30) days this Agreement may be terminated by DoIT without further notice, obligation or liability to Customer.

ARTICLE 7 – EQUIPMENT AND INSTALLATION

7.1 Customer Equipment. Customer, if requested by DoIT, shall provide a router or other connectivity equipment approved by DoIT for direct connection to the Network and to replace, at its expense, this equipment if it reaches the end of its useful life or at the expiration of the manufacture's support period. DoIT shall identify and install the equipment needed by Customer at its site to access the ICN if desired by the Customer. Customer is responsible for purchasing its own equipment. Unless Customer agrees to release DoIT of management responsibilities, DoIT shall monitor and support Customer's router or approved access device, for sites directly

connected to the ICN, in accordance with industry standards, provided Customer maintains at its sole expense a valid maintenance plan with equipment manufacturer. If, on responding to a Customer initiated service call, DoIT and Customer jointly determine that the cause of the service deficiency was a failure, malfunction or the inadequacy of equipment other than DoIT's Equipment or DoIT's Network, DoIT reserves the right to assess a fee for actual time and materials expended during the service call.

7.2 DoIT Access to Customer Premises. Where applicable, Customer shall provide DoIT with access to all Customer locations for purposes of installation, maintenance, and repair of DoIT Equipment on Customer premises. DoIT shall provide reasonable notice under the circumstance to Customer prior to entering Customer's point of presence to install, maintain or repair any of the DoIT Equipment. Customer will provide a safe place to work and comply with all applicable laws regarding the working conditions on the Customer premises.

7.3 DoIT Equipment. DoIT, or its agent, may provide, install, maintain, repair, operate and control DoIT's equipment including but not limited to fiber, conduit, man holes, hand holes, ducts, electrical and optical equipment ("**DoIT Equipment**"). DoIT Equipment shall remain the sole and exclusive property of DoIT, and nothing contained herein shall give or convey to Customer, or any other person, any right, title or interest whatsoever in DoIT Equipment, notwithstanding that it may be, or become, attached to, or embedded in, realty. Customer shall not tamper with, remove or conceal any identifying plates, tags or labels identifying DoIT's ownership interest in DoIT Equipment. Customer shall not adjust, align, attempt to repair, relocate or remove DoIT Equipment, except as expressly authorized in writing by DoIT. Customer shall be liable for any loss of or damage to DoIT Equipment caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse DoIT for the same, within thirty (30) days after receipt by Customer of a request for reimbursement.

ARTICLE 8 – MAINTENANCE

8.1 Maintenance. DoIT shall maintain a 24x7x365 Network Operations Center (NOC) which will monitor the network and respond to customer calls and emails, perform network troubleshooting and engage network engineers and teams to resolve network issues, work with network and Internet Service Providers to resolve problems, and utilize a trouble ticketing program to track all incidences. NOC contact information is available at the Illinois Century Network website at www.illinois.net and may be reached by calling 312.814.3648 Option 2 or by email at doit.icn.noc@illinois.gov. DoIT shall perform regular and emergency maintenance on the network including upgrades to hardware and software, configuration changes or enhancements, or to increase network capacity and performance. DoIT has established maintenance windows as detailed at <http://www.illinois.net>. DoIT will perform emergency network maintenance outside of the maintenance window based on the urgency, as determined by DoIT, of the maintenance. Customers of the network will be notified by email at least five business days in advance of planned maintenance and DoIT will attempt, when reasonably possible, to notify customers by email for emergency maintenance outside the maintenance window.

ARTICLE 9 – DEFAULT; SUSPENSION OF SERVICE

9.1 Customer Default.

- 9.1.1 Customer is in default of this Agreement if Customer (a) fails to cure any monetary breach within five (5) days of receiving notice of the breach from DoIT; (b) fails to cure any non-monetary breach

of any terms of the agreement within thirty (30) days of receiving notice of the breach from DoIT; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a **“Customer Default”**).

- 9.1.2 In the event of a Customer Default, DoIT may suspend Services to Customer until Customer remedies the Customer Default, or DoIT may terminate this Agreement and/or any or all of the Services being provided hereunder. DoIT may at its sole option, but without any obligation, cure a non-monetary breach at Customer’s expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in this Agreement or available to DoIT at law or in equity.

9.2 DoIT Default.

- 9.2.1 DoIT is in default of this Agreement if DoIT fails to cure any non-monetary breach of any material term of this Agreement within thirty (30) days of receiving written notice of the breach from Customer (**“DoIT Default”**); provided, however, that Customer expressly acknowledges that failure to meet the Service Availability Objectives in the SLA is not subject to a claim of a DoIT Default. Customer’s exclusive remedies for any failure of DoIT to meet the Service Availability Objectives are set forth in the SLA.
- 9.2.2 In the event of a DoIT Default, Customer may terminate the Services and the Agreement upon written notice to DoIT. Any termination shall not relieve Customer of its obligations to pay all charges incurred hereunder prior to such termination.

ARTICLE 10 – IMPOSITIONS

10.1 All charges for the Services are exclusive of any Impositions (as defined below). Except for taxes based on DoIT’s net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise fees, rights of way fees or charges, license or permit fees, or other taxes, duties, fees, charges or surcharges (including regulatory fees), however designated, imposed on incident to, or based upon the provision, sale, or use of the Services (**“Impositions”**). Such Impositions may be shown on invoices as cost recovery fees. If Customer is entitled to an exemption from any Impositions, Customer is responsible for presenting DoIT with a valid exemption certificate (in a form reasonably acceptable to DoIT). DoIT will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by DoIT to Customer following DoIT’s receipt of such exemption certificate. Customer shall indemnify, defend and hold DoIT harmless from payment and reporting of all such Impositions, including costs, expenses, and penalties incurred by DoIT in settling, defending or appealing any claims or actions brought against DoIT related to, or arising from, the non-payment of Impositions.

ARTICLE 11 – CONFIDENTIALITY

11.1 Confidentiality. Each Party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Customer shall presume all information received from DoIT or to which it gains access pursuant to this Agreement is confidential. Customer information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized or required by law either during the period of the contract or thereafter. The Customer must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of DoIT, or notify DoIT in writing of its destruction. Any agent or subcontractor of Customer shall also be held to these confidentiality provisions, and Customer shall be responsible for any breach thereto by its agents or subcontractors. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information. Notwithstanding the above, nothing herein is intended to prevent or restrict DoIT or the State of Illinois from complying with all requirements of the Illinois Freedom of Information Act (5 ILCS 140).

ARTICLE 12 – CUSTOMER'S REPRESENTATIONS

12.1 Customer represents each of the following:

- It has all necessary power and authority to enter this Agreement and to perform all of its obligations hereunder and to manage and control and ensure each individual or entity that Customer authorizes, permits or allows to access the ICN or related services and equipment or facilities also complies with the terms of this Agreement in exercising such individual's access.
- This Agreement has been duly and validly authorized, executed and delivered by Customer and constitutes its valid and binding obligation.
- In performing its obligations hereunder, Customer will comply with all laws, rules and regulations of all governmental bodies having jurisdiction. Customer acknowledges that it is solely responsible for being aware of, and in compliance with, these applicable laws, rules and regulations, and that DoIT and the State of Illinois shall not be liable or responsible for Customer's failure to comply.
- Customer holds all required regulatory authorizations and permits to perform this Agreement according to its terms.
- Customer's obligations under this Agreement do not conflict with any other agreement.

ARTICLE 13 – DOIT’S REPRESENTATIONS

13.1 DoIT represents the following:

- DoIT has all necessary power and authority to enter this Agreement and to perform all of its obligations hereunder.
- This Agreement has been duly and validly authorized, executed and delivered by DoIT and constitutes its valid and binding obligation.
- In performing its obligations hereunder, DoIT will comply with all laws, rules and regulations of all governmental bodies having jurisdiction.
- DoIT holds all required regulatory authorizations and permits to provide the Services identified herein.

ARTICLE 14 – DISCLAIMER OF WARRANTY

14.1 DoIT and the State of Illinois disclaim all express or implied warranties, including without limitation, warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Except as expressly set forth in the Agreement, customer assumes total responsibility for use of the Services.

In addition to any other disclaimers of warranty stated in the Agreement, DoIT and the State of Illinois make no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer’s systems invulnerable to security breaches, and DoIT shall not be responsible for any such vulnerability. Customer is responsible for Customer’s own network security policy (including applicable firewall and Network Address Translation (NAT) policies) and security response procedures.

ARTICLE 15 – LIMITATION OF LIABILITY

15.1 Neither Party, the State of Illinois, their affiliates, agents, or contractors shall be liable for any indirect, incidental, special, reliance, punitive, or consequential damages or for any loss of, or cost to recover, data, use, business, revenues, profits, or goodwill relating to the services performed under this Agreement, or any action or omission relating to third parties, regardless of the legal theory under which such liability is asserted. Customer’s indemnity obligations stated in this Agreement are exclusive of, and in no way limited by, this Section 15.1.

Any Customer claims relating to this Agreement must be brought within sixty (60) days following the end of the term or termination of the Services Order at issue.

ARTICLE 16 – LIMITATION OF SERVICE

16.1 Notwithstanding any other provision in this Agreement, this Agreement applies only to Services provided directly to the Customer for the Customer’s use. These provisions shall not apply to offerings by the Customer for services to third parties. This Agreement does not constitute a joint undertaking for the furnishing of any service to customers or other third parties of the Customer. Services provided to the Customer under this Agreement may be connected to other facilities between certain locations and thereby constitute a portion of end-to-end service

furnished by the Customer to its customers or third parties. DoIT does not undertake to offer any services to any person or entity other than the Customer.

ARTICLE 17 – INDEMNIFICATION

17.1 To the extent allowed by law and subject to the terms and conditions set forth below, Customer agrees to indemnify, defend and hold harmless DoIT, its affiliates, the State of Illinois and their respective officers, officials, directors, employees and agents, from and against any and all liabilities, damages, taxes, tax penalties, claims, deficiencies, assessments, losses, suits, proceedings, actions, investigations, penalties, interest, costs and expenses of any kind, including without limitation, fees and expenses of counsel (whether suit is instituted or not and, if instituted, whether at trial or appellate levels) (collectively, the "Liabilities"), arising from or in connection with any and all claims, liens, damages, obligations, actions, suits, judgments, settlements or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Customer or its employees, representatives, contractors, agents, officers or officials, third parties of the Customer using the services provided in this Agreement, including any breaches or violations by Customer of any of the covenants or agreements contained in this Agreement. This Section shall not relieve Customer from any liability it may have for its own negligence or misconduct, whether by act or omission, and the negligence or misconduct, whether by act or omission, of its employees, agents, officers, officials and directors, representatives, or contractors. The obligations and covenants contained in this Section shall survive the expiration or termination of this Agreement.

ARTICLE 18 – FORCE MAJEURE

18.1 Notwithstanding anything to the contrary contained in this Agreement neither Party shall be liable for loss or damage or deemed to be in breach of this Agreement due to such Party's failure or delay of performance, wholly or in part, under this Agreement if such failure or delay of performance is due to causes beyond such Party's reasonable control ("Force Majeure Event"), including but not limited to: acts of God, fire, flood, explosion, storm or other catastrophic event; strikes or work stoppages; lockouts; acts of any government authority or of any civil or military authority including regulatory mandates; national emergencies, cable cut(s); sabotage; insurrections; riots; wars; and unforeseen acts of third Parties that cannot be avoided by acts of due care. Any delay resulting from a Force Majeure Event shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

19.1 IP Address Allocation Policy. DoIT shall provide all Internet Protocol ("IP") addresses needed for Customer and its equipment to use for the sole purpose of using the ICN to access the Internet and Intranet, provided that DoIT retains sole and absolute administrative control of each IP address provided, including without limitation, determining system requirements and deployment of each IP address, network scanning, monitoring system use, and denying assignment of or revoking assignments of addresses. Use of DoIT addresses on other provider networks without DoIT written consent is prohibited.

19.2 Network Security Management. DoIT staff routinely become aware of advanced persistent threats (APTs), or generally hostile state actors attacking state and local governments, universities and other ICN

constituents. DoIT will provide network security and managed services, as further described in Appendix B, the terms and conditions of which are attached hereto and incorporated herein.

19.3 SLA Credits. All credits for any type of disruption in services shall be governed by the SLA. These credits shall be the Customer's sole and exclusive remedy for any disruption or interruption of the Services in this Agreement. The Customer must be in good standing with DoIT and the State of Illinois with respect to account receivables being current in order to submit a claim for, or receive, any credits.

19.4 Resale. For Services purchased or received under this Agreement, Customer shall prohibit, prevent, and not engage in any resale.

19.5 Connecting to ICN. For Services purchased or received under this Agreement Customer shall prohibit and prevent any other non-Customer entity from accessing, connecting to or interconnecting with the ICN in any manner or by any means.

19.6 Disruption of Service. DoIT reserves the right to block and/or terminate any connection to the ICN which is identified as causing a disruption of service on the backbone or to other customer connections and networks.

19.7 Applicable Law. This Agreement will be governed by the laws of the State of Illinois, without reference to its choice of law rules. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at www.ilga.gov/legislation/ilcs/ilcs.asp). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

19.8 Right and Authority. Each of the Parties hereto represents and warrants to the other that this Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective agents, servants, employees, representatives, affiliates, heirs, executors, transferees, successors, and assigns, as the case may be.

19.9 Notices. If to DoIT: All inquiries and notices shall be, in writing, addressed to DoIT at 120 West Jefferson Street, Springfield, Illinois 62702, or by email at DoIT.ICN@illinois.gov.

If to Customer: All inquiries and notices shall be addressed to Customer using the contact information and addresses provided below, or by email at an email address designated by Customer.

For Administrative Notices:

For Billing Notices:

For Legal Notices:

For Maintenance Notices:

19.10 Use of Marks. Neither DoIT nor Customer shall directly or indirectly hold itself out as or otherwise create the impression that it is sponsored, authorized, endorsed by, affiliated with, or an agent of the other Party or affiliate or successor thereof, including but not limited to using the name DoIT or DoIT Backbone Network or ICN or the name of Customer, or of any affiliate, or any colorable imitation thereof in, or as part of, any DoIT or DoIT Backbone Network or ICN name or trade name (collectively, the "Marks"), or in any other confusing or misleading manner without the written consent of the other Party. The Parties acknowledge that all Marks are the exclusive property of the Party that is lawfully registered to hold such Marks. Customer may not utilize DoIT and DoIT Backbone Network and ICN Marks in its advertising without DoIT's prior written consent, and only as long as it complies with all policies and procedures pertaining to this use prescribed by DoIT from time to time. Customer shall not use the Marks for any other purpose without the express prior written consent of DoIT.

19.11 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, the Parties shall negotiate in good faith to agree on a substitute provision that is legal and enforceable and is as near as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

19.12 Interpretation. The construction of this Agreement shall not be construed against the Party causing its preparation but shall be interpreted on the basis of the plain meaning of the terms used which have been reviewed by both Parties in consultation with their respective counsel. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between DoIT's and Customer's terms, conditions and attachments, DoIT's terms, conditions and attachments shall prevail.

19.13 Availability of Appropriations (30 ILCS 500/20-60). This Agreement is contingent upon and subject to the availability of funds. DoIT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment or obligation being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay or fulfill such obligation, or if funds needed are insufficient for any reason, (2) DoIT reserves funds, or the Governor decreases DoIT's funding by reserving some or all of DoIT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) DoIT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Customer will be notified in writing of the failure of appropriation or of a reduction or decrease.

19.14 Modifications. DoIT reserves the right to modify this Agreement at any time. DoIT shall provide 30 days prior written notice to Customer of any modification adopted by DoIT.

19.15 Assignability. Customer may not assign this Agreement or any of its obligations hereunder without DoIT's prior written consent.

19.16 Remedies. The rights and remedies of DoIT hereunder shall not be mutually exclusive; i.e., the exercise of one (1) or more of the provisions hereof shall not preclude the exercise of any other provision hereof. Customer

acknowledges, confirms and agrees that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy. Nothing contained in this Agreement shall limit or affect any rights at law or by statute or otherwise for a breach or threatened breach of any provision hereof, it being the intent of this provision to clarify that the respective rights and obligations of the Parties shall be enforceable in equity as well as at law or otherwise.

19.17 FOIA. This Agreement and all related public records maintained by, provided to, or required to be provided to DoIT or the State of Illinois are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement. 5 ILCS 140.

19.18 Entire Agreement. This Agreement, the Service Level Agreement, and all applicable Service Orders consists of all the terms and conditions contained herein which articulate the full and complete understanding of the Parties pertaining to the subject matter of this Agreement. This Agreement supersedes any prior or subsequent understandings, proposals, representations, discussions, and/or agreements (oral or written), absent a specific reference therein superseding this Agreement.

19.19 Headings. The section headings in this Agreement are inserted as a matter of convenience and in no way define, limit, or describe the scope of extent of such section, or affect the interpretation of this Agreement

19.20 No Third Party Rights. This agreement is made only between the Parties hereof and shall not establish rights in any third party as a third party beneficiary or otherwise.

19.21 Counterparts/Facsimile/Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile transmission and facsimile and electronic signatures shall be treated as original signatures for all applicable purposes.

Department of Innovation and Technology (DoIT)

Signature: _____

By: _____

Printed Name: _____

Date: _____

Title: _____

[Customer name]

Signature: _____

Printed Name: _____

Date: _____

Title: _____

Appendix B

Network Security Management

DoIT is continually working to secure the ICN and protect the ICN from cybersecurity threats and vulnerabilities. These efforts include securing the interconnect points between the ICN and Customer by monitoring network traffic for potential security vulnerabilities and malicious activity (“**DoIT Security Services**”). A security threat to the ICN may result from a security attack on the Customer network (for example, an attack on an internet protocol (“**IP**”) address used by a Customer). Thus, DoIT prevention and mitigation of security attacks may also prevent and mitigate certain security attacks on Customer’s network.

DoIT operates a Security Operations Center (“**SOC**”) that has capability to monitor network traffic for potential security vulnerabilities and malicious activity, and that can further provide security consulting and testing services.

Customer hereby acknowledges and agrees to the following provisions:

- 1.1 DoIT may provide Customer certain security services that include auto distributed denial of service protection, firewall, (“**Customer Security Services**”) to prevent and mitigate security attacks on Customer’s network.
- 1.2 During the operation of DoIT Security Services or Customer Security Services, DoIT may have access to cyber activity data, including but not limited to source and destination IP addresses.
- 1.3 DoIT’s Security Operations Center may monitor Customer’s traffic for any malicious activity. “**Malicious activity**” may include any computer code, IP address, or website that can cause damage or a virus to a computer or system.
- 1.4 DoIT may conduct real-time monitoring and analysis of source and destination IP addresses and header information, as well as potential areas in Customer’s external facing systems that are vulnerable to compromise or attack. In doing so, DoIT may identify and investigate potential cyber threats to Customer.
- 1.5 In the event that DoIT detects any vulnerabilities or malicious activity in Customer’s data, DoIT may use best efforts to alert Customer as soon as reasonably practicable.
- 1.6 Customer agrees to cooperate with DoIT to prevent and mitigate security attacks on both the Customer network and on the ICN.
- 1.7 Customer Security Services or DoIT Security Services, including any alerts, information, findings, recommendations, reports, results, or conclusions, are provided on an “as is” basis with no warranties or representations of any kind. DoIT makes no warranty, express or implied, that all security threats and vulnerabilities will be detected or that the Customer Security Services or DoIT Security Services themselves will render Customer’s network and systems safe from malicious code, intrusions, or other security breaches. Outside of provisions identified in the SLA (see Member Service Agreement, Article 1, Section 1.2), DoIT shall have no liability for damages or costs that may be caused by Customer Security Services or DoIT Security Services, for any intrusions by any third party, for any interruptions in service that may occur, or for any damage to Customer data or devices that may result, and DoIT shall not be responsible for failure to identify, prevent, remedy, or cure malicious activity that may cause damage to Customer’s computers or systems.



NOTE: Pursuant to Section 1.5 of the Master Service Agreement ("MSA"), to the extent that Cisco Systems, Inc. ("Cisco") products and services are made available for Customer's use in connection with the Services provided under the MSA, Customer agrees to be bound by the terms and conditions of this Appendix A (including Exhibit C) attached hereto and incorporated herein. DoIT shall have no liability to Customer for any claims or damages related to the Cisco products and services.

Appendix A

General Terms

1. Scope and applicability

- 1.1 These terms (the "**General Terms**") between You and Cisco govern Your access to, and use of, the Cisco Umbrella Software and Cloud Services distributed to You by Your Approved Source as part of their delivery of services to You in Your use of the Illinois Central Network and incorporate any Supplemental Terms and Offer Descriptions applicable to Your Order. At Your request, Cisco shall identify and provide to You any Supplemental Terms and Offer Descriptions applicable to Your purchase of the Cisco Offer, and You shall have the right to review and negotiate such Supplemental Terms and Offer Descriptions prior to any such purchase. Capitalized terms are defined in section 14 (Definitions).
- 1.2 You agree to be bound by the terms of these General Terms through Your express agreement to these General Terms.

2. Use Rights

- 2.1 **License and right to use.** Cisco grants You and Your Authorized Users, for Your direct benefit, a non-exclusive (except as contemplated herein or as otherwise permitted by Cisco or agreed to between You and Cisco):
 - (a) license to use Software and Cisco Content; and
 - (b) right to use Subscription Offers, including Cloud Services,in accordance with Your Order from an Approved Source during the Usage Term, and these General Terms (collectively, the "**Use Rights**"). Your Use Rights are non-transferable (except as contemplated herein or under Your Approved Source's Enterprise Agreement Program Terms with Cisco). For the avoidance of doubt, notwithstanding anything to the contrary in these General Terms, You may freely change, at any time, which individuals/entities are associated or assigned to each license in the overall license count that is specified in Your Order, within the required limit.
- 2.2 **Limits on usage.** You may not:
 - (a) transfer, sell, sublicense, monetize or provide the functionality of any Cisco Offer to any third party, except as authorized by Cisco;
 - (b) use the Software on second hand or refurbished Cisco devices or use Software licensed for a specific device on a different device unless authorized by Cisco or permitted under the Transfer Policies;
 - (c) remove, change, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks from any Cisco Offer;
 - (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of Cisco Offers; or
 - (e) use Cisco Content other than as needed to exercise Your Use Rights.
- 2.3 **Acceptable use.** You will ensure Your access or use of Software or Subscription Offers does not:
 - (a) violate applicable laws or the rights of any third party as it relates directly to Your use of the Cisco Offer; or
 - (b) impede or interfere with the security, stability, availability or performance of any Cloud Service, or any other network or service (e.g., denial-of-service attacks, penetration testing or distribution of malware).
- 2.4 **[Reserved]**
- 2.5 **Use by third parties.** You may permit Authorized Users to exercise the Use Rights on Your behalf, provided that such Authorized Users comply with these General Terms.
- 2.6 **Interoperability requirements.** If required by law, Cisco will promptly provide the information You request to achieve interoperability between applicable Cisco Offers and another independently created program on terms that reasonably protect Cisco's proprietary interests, provided You or Your Approved Source agree(s) to any additional terms reasonably determined by You and required by Cisco and subject to Your or Your Approved Source's prior review and agreement. To the extent such information constitutes Confidential Information as outlined in Section 6 below, You will hold it in confidence as permitted applicable laws, regulations, and rules.
- 2.7 **Use with third party products.** Cisco does not support or guarantee integration with third party technologies or services unless they are included as part of a Cisco Offer or agreed in writing. If included as part of the Cisco

Offer or agreed to in writing, Cisco shall provide You with prior notice of the applicable third party terms and an opportunity to review and agree to such terms.

- 2.8 **Changes to Subscription Offers.** Cisco may change its Subscription Offers, typically to enhance them or add features. These changes will not materially reduce the core functionality of the affected Subscription Offers during the Use Term. Cisco will notify You and Your Approved Source of any changes.
- 2.9 **Maintaining Subscription Offers.** Cisco may occasionally perform maintenance of its Subscription Offers which may disrupt the performance or availability of affected Subscription Offers. Cisco will provide advanced notice of planned maintenance when reasonably possible. If Cisco performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption of affected Subscription Offers however, Cisco shall use reasonable efforts to notify You as soon as possible of such emergency maintenance.
- 2.10 **Open-source technology.** Separate license terms apply to third party open-source technology used in Cisco Offers. Open-source terms are found at [Cisco's Open Source](#) webpage. As long as You use Cisco Offers according to these General Terms, Cisco's use of open-source technology in Cisco Offers will not impede Your exercise of Use Rights or cause Your software to become subject to an open-source license.

3. Free trials

- 3.1 **Accessing Free Trials.** Your Approved Source may let You access or use Cisco Offers on a trial, evaluation, beta or other free-of-charge basis ("**Free Trial**"). You may only access or use the Free Trial for the period specified ("**Free Trial Period**"). If no Free Trial Period is specified, You may only access or use the Free Trial for 60 days after the Free Trial is available to You. Free Trials may not come with support and may be incomplete or have errors. Unless agreed in writing by Cisco, You will not use the Free Trial in a production environment.
- 3.2 **Ending Free Trials.** At the end of a Free Trial, You will promptly Return the Cisco Offers as described in the Free Trial terms. Your Approved Source may change or terminate a Free Trial at its discretion with reasonable notice. In such event, to the extent practicably feasible and reasonable, Cisco will provide You the opportunity to receive a copy of any related data, information and files, in a non-proprietary format for Your own records.
- 3.3 **Continued use and disclaimer.**
 - (a) If You continue accessing a Cisco Offer after a Free Trial Period or fail to Return a Cisco Offer, You may be invoiced for use; however any invoicing will be subject to a new procurement or mutually agreed upon change order with Your Approved Source as well as prior approvals from You and the requirements and limitations of all applicable laws, rules and regulations, including but not limited to the Illinois Procurement Code (30 ILCS 500) and the Illinois Criminal Code (720 ILCS 5/33E-9).
 - (b) **Unless agreed by Cisco in writing or required by law, Free Trials are provided "AS-IS" without any express or implied warranties.**

4. End of life

- 4.1 **Notification.** Cisco may end the life of Cisco Offers by providing notice at the [End-of-Sale and End-of-Life Products](#) webpage. For the avoidance of doubt, the information contained at the preceding weblink is not intended to impose any legal obligations on You. To the extent that the content in the preceding weblink contains language that purports to impose any legal obligations on You, such language is not binding or applicable to You.
- 4.2 **Pre-paid Cisco Offers.** If Your Approved Source is prepaid a fee for Your use of a Cloud Service that is end of life before Your then-current Use Term ends, Cisco will either (a) provide You with a substantially similar, generally available alternative Cisco Offer, or (b) if Cisco cannot reasonably provide a substantially similar alternative Cisco Offer, it will refund the unused balance of fees paid for the relevant Cisco Offer to Your Approved Source or You (if Cisco is the Approved Source) once You return the Cisco Offer (if applicable).
- 4.3 **Refund.** Refunds issued under section 4.2 (Pre-paid Cloud Service) are calculated from the last date the applicable Cloud Service is available to the end of the applicable Use Term.

5. Paying Your Approved Source

Subject to the terms and conditions of any agreement between You and Your Approved source, and if applicable, You will pay Your Approved Source all amounts due under Your Orders. Any fees for additional consumption of a Subscription Offer or under a Buying Program will be subject to the requirements and limitations of all applicable laws, rules and regulations, including but not limited to the Illinois Procurement Code (30 ILCS 500) and the Illinois Criminal Code (720 ILCS 5/33E-9).

6. Confidentiality

- 6.1 **General obligation.** A recipient of Confidential Information will protect that Confidential Information (except that which is required to be disclosed pursuant to law enforcement, court order, or applicable laws, rules or regulation, including the Illinois Freedom of Information Act (5 ILCS 140)), using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This section 6 (Confidentiality) will not apply to information which:

- (a) is known by the recipient without confidentiality obligations;
 - (b) is or has become public knowledge through no fault of the recipient;
 - (c) is independently developed by, or for, the recipient; or
 - (d) is required to be disclosed in response to law enforcement demand, court order or under applicable laws or rules or regulations including but not limited to the Illinois Freedom of Information Act (5 ILCS 140).
- 6.2 **Permitted recipients.** A recipient of Confidential Information will not disclose Confidential Information to any third party, except to its employees, Affiliates and contractors who need to know. The recipient must ensure its permitted recipients are subject to confidentiality obligations no less restrictive than the recipient's obligations under these terms.
- 6.3 **Required disclosures.** The recipient may reveal Confidential Information if required by law, regulation or court order. A recipient will reasonably cooperate, subject to prior approval and discretion of the Illinois Attorney General (if You are recipient), at the discloser's expense regarding protective actions pursued by the discloser.
- 6.4 **Returning, destroying and retaining Confidential Information.** The recipient will return, delete or destroy all Confidential Information and confirm in writing it has done so upon discloser's reasonable written request, which shall be no less than 30 days, unless retention is required by law, rules or regulations or Confidential Information has been stored in a backup system in the ordinary course of business. Retained Confidential Information will continue to be subject to this section 6 for five years, or for any longer periods of confidentiality which are provided by mandatory provisions of applicable laws or regulations.

7. Privacy and security

- 7.1 Cisco respects Your Data and will access and use Data in accordance with the Data Briefs.
- 7.2 In addition, if Cisco processes Personal Data or Customer Content, Cisco will process such data according to:
- (a) the Data Processing Terms for Personal Data (which are incorporated by reference);
 - (b) the security measures described in Cisco's Information Security Exhibit;
 - (c) the Privacy Data Sheets applicable to the relevant Cisco Offer; and
 - (d) privacy and data protection laws applicable to Cisco Offers.
- 7.3 Your use of Cisco Offers (including collection, processing and use of Customer Content with Cisco Offers) will comply with State of Illinois and Federal privacy and data protection laws applicable to Your Cisco Offers. To the extent Your use of the Cisco Offers requires compliance with applicable law, You are responsible for providing notice to, and getting consents from individuals, to the extent legally necessary, whose data may be collected, processed, transferred and stored through Your use of Cisco Offers.
- 7.4 For the avoidance of doubt, to the extent that a Data Brief or Privacy Data Sheet contains language that purports to impose additional legal obligations on You, such language is not binding on or applicable to You.
- 7.5 Cisco Security and Data Protection Requirements
- (a) In providing each Cisco Offer, Cisco will comply with the provisions of any information security related documents or terms applicable to the Cisco Offer which are mutually agreed to by the parties. Cisco and its Affiliates, representatives, agents, employees, and subcontractors shall only access Your, Your Approved Source's and the Authorized Users' Customer Content, and Your and their networks and systems, when such access is necessary to provide or otherwise deliver the Cisco Offer and services contemplated herein.
 - (b) Cisco shall implement appropriate administrative, physical, and technical safeguards to protect Customer Content that are consistent with accepted industry practices. Cisco shall ensure that all such safeguards, including the manner in which information or data is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with data protection and privacy laws applicable to Cisco in performing its obligations under these General Terms. Cisco shall not access or attain any personally identifiable information, protected classes of information, or other sensitive information while providing the services contemplated herein, except as contemplated in the applicable Offer Description and data privacy sheets and in compliance with applicable laws, rules, and regulations, and Cisco agrees that any such information shall be protected in the same manner as is Confidential Information.
 - (c) Cisco shall have a documented security incident policy and plan and must provide a copy at Your reasonable request.
 - (d) Where Cisco has undertaken independent third-party audit Statement on Standards for Attestation Engagements ("SSAE 18") certifications for a particular Cisco Offer, upon request by You, Cisco will provide annual copies of its applicable System Operation Controls 2 ("SOC2") report(s) and/or bridge/gap letter(s).
 - (e) Cisco will notify the State of Illinois Chief Information Security Officer at DoIT.ICN@illinois.gov within forty-eight (48) hours, or sooner as required by applicable, laws, rules, and regulations, of confirmation of any information breach or other security incident that impacts State of Illinois Customer Content. Cisco will use diligent efforts

to remedy any such breach or incident in a timely manner to prevent a reoccurrence. Cisco will reimburse You the costs of mitigating damages and of providing legally required notifications to affected individuals.

8. Ownership of intellectual property

- 8.1 Unless agreed in writing, and as is otherwise provided in these General Terms and Your Approved Source's Enterprise Agreement Program Terms with Cisco, nothing in these terms transfers ownership in any intellectual property rights. You keep ownership of Customer Content and Cisco keeps ownership of Cisco Offers and Cisco Content. To the extent that Your use of any Cisco Offer results in any of Your, Your Approved Source's or Your Authorized Users' Customer Content being collected, used, stored or maintained by Cisco, Cisco must either (i) return such content and data in a non-proprietary and usable format, at Your request; or (ii) notify You in writing of its destruction.
- 8.2 Cisco may use any feedback You provide in connection with Your use of Cisco Offers as part of its general business operations and for providing You the Cisco Offers contemplated herein.

9. Intellectual property indemnity

- 9.1 **Claims.** Cisco will defend any third-party claim against You asserting that Your valid use of a Cisco Offer infringes a third party's patent, copyright, trade secret, registered trademark or any other intellectual property right (the "IP Claim"). Cisco will hold You harmless and indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if You:
- (a) promptly notify Cisco in writing of the IP Claim (but failure to promptly notify Cisco only limits Cisco's obligations to the extent it is prejudiced by the delay);
 - (b) reasonably cooperate with written direction given by Cisco (and Your Approved Source to the extent applicable) in the defense of the IP Claim, subject to the prior approval and discretion of the Illinois Attorney General; and
 - (c) subject to the prior approval and discretion of the Illinois Attorney General, grant Cisco the right to exclusively control the defense and settlement of the IP Claim, and any subsequent appeal.

You may retain Your own legal representation at Your own expense.

- 9.2 **Additional remedies.** If an IP Claim prevents or is likely to prevent You from accessing or using the applicable Cisco Offer, Cisco will, within a reasonable timeframe at Cisco's sole expense, either get the right for You to continue using the Cisco Offer or replace or modify the applicable Cisco Offer with non-infringing functionality that is at least equivalent. If either Cisco or Your Approved Source determine(s) those options are not reasonably available, either party may terminate the Use Rights related to the impacted Cisco Offer and Cisco will provide a prorated refund of the fee You (or Your Approved Source, if applicable) paid for the impacted Cisco Offer for the remainder of the unexpired Use Term.

- 9.3 **Exclusions.** Cisco has no obligation with respect to any IP Claim that would not have occurred but for:

- (a) Cisco's compliance with any designs, specifications or requirements provided by You, or on Your behalf by a third party specifically designated and authorized by You in writing to provide such information;
- (b) unauthorized modification of a Cisco Offer by You, or on Your behalf;
- (c) the amount or duration of use made of a Cisco Offer, revenue You earned, or services You offered;
- (d) the unauthorized combination, operation, or use of the Cisco Offer with non-Cisco products, software, content or business processes; or
- (e) Your failure to change or replace the Cisco Offer as required by Cisco provided that you received at least ten (10) business days prior written notice from Cisco that the modification or replacement was necessary to avoid potential infringement.

- 9.4 To the extent allowed by law, this section 9 states Your only remedy regarding an IP Claim against You.

10. Performance standards

- 10.1 **Service Level Agreement.** Cisco Offers will comply with applicable Service Level Agreements, as set out in the corresponding Offer Description.
- 10.2 **Warranties.** Cisco provides the following warranties for Cisco Offers.

Warranty	Cisco Offer		
	Hardware	Software	Subscription Offers
Cisco warrants that:			
(a) the Cisco Offer substantially complies with the Documentation; and			
(b) if the Cisco Offer is a Cloud Service, that it provides that offer with commercially reasonable skill.			
These warranties will be in effect for the period specified below:			

(1) if the Cisco Offer is a Subscription Offer, starting from commencement of the service, for the duration of the services; and

(2) if the Cisco Offer is Hardware or Software, for 90 days from shipment or longer as stated in Documentation, or as set out in [Product Warranties](#) webpage in existence as of the Order execution date.

Cisco warrants it will use commercially reasonable efforts and methods to deliver the Cisco Offer free from Malicious Code.



Cisco warrants that the Cisco Offer is free from defects in material and workmanship for 90 days from shipment or longer as stated in Documentation or as set out in [Product Warranties](#) webpage in existence as of the Order execution date.



To make a claim for breach of these warranties, promptly notify both Cisco and Cisco Partner (if they are Your Approved Source) within any specified warranty period.

For the avoidance of doubt, no weblink contained in this section 10.2 is intended to impose any additional obligations on You. To the extent that such a weblink contains content or language that purports to impose additional obligations on You, such language is not binding upon or applicable to You.

10.3 Qualifications

- (a) You may have legal rights in Your country that prohibit or restrict the limitations set out in this section 10. This section 10 applies only to the extent permitted under applicable law.
- (b) Section 10.2 does not apply if the Cisco Offer or the equipment on which it has been authorized for use:
 - (1) has not been used according to its Documentation or as otherwise authorized by Cisco and such use is the cause of the Cisco Offer failure;
 - (2) has been altered, except by Cisco or its authorized representative; for clarity, alterations contemplated are not intended to apply to user-adjustable settings present in the Cisco Offer;
 - (3) has been subjected to abnormal or improper environmental conditions, accident or negligence, or installation or unauthorized use inconsistent with Cisco's instructions or these General Terms;
 - (4) is provided under a Free Trial; or
 - (5) has not been provided by an Approved Source.
- (c) Your and Your Approved Source's sole remedy for breach of a warranty under section 10.2 is, at Cisco's option, either:
 - (1) repair or replacement of the applicable Cisco Offer at Cisco's sole cost with functionality that is at least equivalent; or
 - (2) a refund of either:
 - (A) the fees paid for Use Rights in the non-conforming Software;
 - (B) the fees paid for the period in which the Subscription Offer did not conform less any amounts paid or owed under a Service Level Agreement; or
 - (C) the fees paid for the non-conforming Hardware.
- (d) **Except as provided in Section 10.2 above, and to the extent allowed by applicable law, Cisco makes no express or implied warranties of any kind regarding the Cisco Offers. This disclaimer includes any warranty, condition or other term as to merchantability, fitness for purpose, or non-infringement. Cisco does not warrant that Cisco Offers will be secure, uninterrupted or error-free.**

11. Liability

11.1 Excluded liability. Neither party is liable for:

- (a) indirect, incidental, reliance, consequential, special or exemplary damages; or
- (b) loss of actual or anticipated revenue, profit, business, savings, data, goodwill, business interruption, damaged data, wasted expenditure or delay in delivery.

Where any loss or corruption of data arising from the use of the Cisco Offer is due to Cisco's negligent or intentional acts and omissions (i) in the performance of services onsite at Your or an Authorized User's location, Cisco will reimburse You or Your Approved Source (if applicable) for the actual and reasonable costs of restoring the data, or (ii) where Cisco is obligated to store Your or an Authorized User's data, Cisco will be responsible for restoring the data, with both (i) and (ii) being subject to the liability limitation in Section 11.2 below.

11.2 Liability cap. Each party's entire liability for all claims relating to these terms will not exceed the fees paid and payable to Cisco or the Cisco Partner for the specific Cisco Offer that is the subject of the claim. This cap is cumulative for all claims (not per incident) and applies collectively to each party and its Affiliates (not per Affiliate).

- 11.3 **Unlimited liability.** Nothing in this section 11 limits or excludes liabilities that cannot be excluded or limited under applicable law, or for:
- (a) bodily injury or death;
 - (b) fraudulent misrepresentation or wilful misconduct;
 - (c) breach of confidentiality obligations, unless the breach relates to section 7 (Privacy and security);
 - (d) failure to pay for Cisco Offers;
 - (e) misuse or misappropriation by a party of the other party's intellectual property rights;
 - (f) liability of Cisco with respect to its duty to defend and indemnify under Section 9 of these Terms, Intellectual Property Indemnity; or
 - (g) failure to comply with export control obligations.

12. Termination

- 12.1 **Material breach.** Either party may provide written notice to the other party if the other party materially breaches these General Terms. If the breach remains uncured after 30 days of the date of that notice, the non-breaching party may terminate these General Terms with respect to the affected Order. During the cure period and upon written notification to You, Cisco may suspend Your Use Rights if You have materially breached sections 2.1, 2.2, 2.3, and 13.7(b). For the avoidance of doubt, issues related to delayed payment will not be considered a material breach.
- 12.2 **Intentionally omitted.**
- 12.3 **Effect of termination or expiration.** You will Return applicable Cisco Offers (except any Cisco Offer in which title has transferred to You) at the end of Your Use Term or upon termination of an Order, unless required by law to be retained.
- 12.4 **Termination by You.** Cisco will refund Your Approved Source the prorated portion of fees Your Approved Source has prepaid for the Use Rights beyond the date of Termination, if these General Terms are terminated by You:
- (a) Due to Cisco's material breach; or
 - (b) Due to Cisco's modification of a Cisco Offer in a manner that has a material adverse impact on Your use of that offer.

13. General provisions

- 13.1 **Survival.** Sections 5 (Paying Your Approved Source), 6 (Confidentiality), 7 (Privacy and security), 8 (Ownership of intellectual property), 9 (IP Indemnity), 10 (Performance standards), 11 (Liability), 12 (Termination) and 13 (General provisions) survive termination of these terms.
- 13.2 **No agency.** These terms do not create any agency, partnership, joint venture, or franchise relationship.
- 13.3 **Assignment and subcontracting.** Neither party may assign or novate these terms in whole or in part without the other party's written consent which will not be unreasonably withheld.
- 13.4 **Third party beneficiaries.** These terms do not grant any right or cause of action to any third party.
- 13.5 **Use records.** During the Use Term and for a period of 12 months after its expiration or termination, You will take reasonable steps to maintain reasonable records of Your use of the Cisco Offers, sufficient to verify compliance with these General Terms. Upon reasonable advance notice, You will let Cisco and its auditors who are under a written obligation of confidentiality access records of Your use of the Cisco Offers (including books, systems, and accounts) within 30 days' notice from Cisco. Cisco may not give this notice more than once in any 12-month period and will conduct any audit at a time agreed by you in advance and only during Your normal business hours. If the verification process reveals underpayment of fees, any payment will be subject to a new procurement or mutually agreed upon change order as well as prior approvals from You and the requirements and limitations of applicable laws, rules and regulations, including but not limited to the Illinois Procurement Code (30 ILCS 500) and the Illinois Criminal Code (720 ILCS 5/33E-9).
- 13.6 **Changes to these terms.** Any changes to these General Terms must be agreed in writing signed by Your Approved Source (or You, if permitted by Your Approved Source) and Cisco.
- 13.7 **Compliance with laws**
- (a) **General.** Cisco will comply with all applicable laws rules and regulations relating to providing Cisco Offers under these terms. You will comply with all applicable laws relating to Your receipt and use of Cisco Offers, including sector-specific requirements and obtaining required licenses or permits (if any). For the avoidance of doubt, Cisco and its Affiliates will comply with the requirements of the Illinois Procurement Code (30 ILCS 500).

- (b) **Trade Compliance.** Cisco Offers are subject to US and other export control and sanctions laws around the world. These laws govern the use, transfer, export and re-export of Cisco Offers. You acknowledge and agree to the applicability of and Your compliance with such laws and You will not knowingly receive, use, transfer, export, or re-export any Cisco Offers in a way that would cause Cisco to violate those laws. You also agree to obtain any legally required licenses or authorization to export.
- 13.8 **Governing law and venue.** These General Terms and any disputes relating to them will be governed by the law of the State of Illinois. The parties to these terms submit to the exclusive jurisdiction of the Illinois Court of Claims (705 ILCS 505/1), or if applicable and permitted by the Illinois Attorney General, a U.S. District Court located in the State of Illinois, for any question arising out of or related to these General Terms.
- 13.9 **Notice.** Unless provided in these terms, applicable Offer Description, or an Order, notices to Cisco (a) should be sent to Cisco Systems, Legal Department, 170 West Tasman Drive, San Jose, CA 95134 or by email to contract-notice@cisco.com, and (b) are considered effective (i) upon delivery, if personally delivered, (ii) the next day, if sent by overnight mail, (iii) 3 business days after deposit, postage prepaid, if mailed, or (iv) the same day receipt is acknowledged, if sent by e-mail. Cisco may deliver notice to You and your Approved Source under these terms via email or regular mail, but it may provide notices of a general nature applicable to multiple customers on cisco.com.
- 13.10 **Force majeure.** Neither party is responsible for delay or failure to perform its obligations to the extent caused by events beyond a party's reasonable control including severe weather events, acts of God, supply shortages, labor strikes, epidemic, pandemic, acts of government, war, acts of terrorism or the stability or availability of utilities (including electricity and telecommunications). The affected party must make commercially reasonable efforts to mitigate the impact of the force majeure event.
- 13.11 **No waiver.** Failure by either party to enforce any right under these terms will not waive that right.
- 13.12 **Severability.** If any term in these terms is invalid or unenforceable, then the rest of these terms will continue with full force and effect to the extent possible.
- 13.13 **Entire agreement.** These terms are the complete agreement between the parties regarding the subject of these terms and supercede all previous communications, understandings or agreements (whether written or oral).
- 13.14 **Translations.** Cisco may provide local language translations of these terms in some locations. Those translations are provided for informational purposes only. If there is any inconsistency in those translations, the English version of these terms will prevail.
- 13.15 **No publicity.** Neither party will issue any press release or other publications regarding Your use of Cisco Offers without the other party's advance written permission.
- 13.16 **Order of precedence.**
- (a) If there is any conflict between these General Terms, Supplemental Terms or any Offer Descriptions, the order of precedence is:
- (1) The State of Illinois Rider;
 - (2) Data Processing Terms;
 - (3) Offer Descriptions – Product set forth in Exhibit C;
 - (4) Supplemental Terms (other than Regional Terms), and including Buying Programs Supplemental Terms and Offer Descriptions which shall be subject to review and negotiation by You;
 - (5) these General Terms; then
 - (6) any applicable Cisco policy expressly referenced in these General Terms.

14. Definitions

Term	Meaning
Affiliate	Any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own over 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means
Approved Source	As it relates to the State of Illinois's Use Rights means Cisco or a Cisco Partner; and Approved Source as it relates to Your Use Rights means the State of Illinois providing the Cisco Offer through the Illinois Century Network.
Authorized Users	Your users, Affiliates, Your third-party service providers, and each of their respective Users, permitted to access and use the Cisco Offers on Your behalf.
Buying Program	Cisco's consumption-based programs for buying Cisco Offers such as the Cisco Enterprise Agreement.
Cisco, we, our or us	Cisco Systems, Inc. or its applicable Affiliates.
Cisco Content	Systems Information and data, materials or other content provided by Cisco directly or through Your Approved Source to You as part of Your access to Cisco Offers.
Cisco Offer(s)	Umbrella Software and Cloud Services
Cisco Partner	A Cisco authorized reseller, distributor, systems integrator or other third party authorized by Cisco to sell Cisco Offers.

Term	Meaning
Cloud Service	An on-demand service provided by Cisco accessible via the internet and provides software, platform, infrastructure and network products and services on an ‘as-a-service’ basis as described in the applicable Offer Description.
Confidential Information	Non-public proprietary information of the discloser obtained by the recipient in connection with these General Terms, fidelity (b) is exempt from disclosure under the Illinois Freedom of Information Act (5 ILCS 140).
Customer Content	As defined in the Data Brief at the Customer Content - Data Brief webpage. In no event will terms found at this link impose any legal obligation on You.
Data	Personal Data, Customer Content and Systems Information.
Data Briefs	Documents describing each type of Data (e.g., Personal Data, Customer Content and Systems Information) that Cisco Offers collect, how it is collected, and when it is used, available at the Trust Portal webpage. In no event will terms found at this link impose any legal obligation on You.
Data Processing Terms	Cisco’s data processing terms in the attached Data Protection Agreement (“DPA”) , or terms agreed between You and Cisco covering the same scope. For the avoidance of doubt, nothing in this DPA, any Data Briefs, Privacy Data Sheets, or terms covering the same scope, shall be construed as an acknowledgement by the State of Illinois that it is subject to the law of any other State or foreign jurisdiction including but not limited to, regulations such as the GDPR or other similar privacy regulations.
Documentation	The technical specifications and use materials officially published by Cisco and in effect as of the date of an Order, specifying the functionalities and capabilities of the applicable Cisco Offer. For the avoidance of doubt, the information contained in the relevant Documentation is not intended to impose any additional obligations on You. To the extent that the applicable Documentation contains content or language that purports to impose additional obligations on You, such language is not binding on or applicable to You.
Free Trial	As defined in section 3.1 (Accessing free trials).
Free Trial Period	As defined in Section 3.1 (Accessing free trials).
Hardware	Tangible Cisco-branded hardware products as generally available on the Price List. Hardware does not include any tangible product listed on the Price List in the name of a third party.
Information Security Exhibit	A document describing the security measures that Cisco implements to secure Personal Data and Customer Content, available at the Information Security Exhibit webpage. In no event will terms found at this link impose any legal obligation on You.
Malicious Code	Code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Cisco Offer (e.g., as part of Cisco’s security products) ; which may include but is not limited to, viruses, worms, trap doors, back doors, timers, clocks, counters, or other limiting routines, instructions, or designs that would erase data or programming or that would otherwise cause the products or services to become Inoperable or incapable of being used in the manner for which they were designed or in accordance with any Documentation.
Offer Description	The Cisco Umbrella Offer Description attached as Exhibit C. In the event that Cisco identifies and provides to You any additional Product Specific Terms applicable to the Cisco Offer, You shall have the right to review and negotiate such Product Specific Terms prior to any such purchase.
Order	The transaction through which You acquire a Cisco Offer from an Approved Source.
Personal Data	Any information about, or relating to, an identifiable individual. It includes any information that can be linked to an individual or used to, directly or indirectly, identify an individual, natural person. Further information regarding Personal Data is on the Personal Data - Data Brief webpage. For the avoidance of doubt, in no event will any change to the Personal Data – Data Brief webpage either change the definition of personal data stated here or impose any obligation upon You.
Price List	The price lists published at Cisco.com corresponding to the Cisco entity that sells the applicable Cisco Offer. For the avoidance of doubt, the Price List reflects Cisco’s MSRP and Your Approved Source has discretion to independently determine its pricing to You.
Privacy Data Sheet	The privacy data sheet applicable to a Cisco Offer available on the Trust Portal - Privacy Data Sheet webpage.
Return	Stopping all use of, destroying or returning applicable Cisco Offers to Your Approved Source, as directed by Cisco or Your Approved Source, unless otherwise required to be retained by law.
Service Level Agreement	The service level agreement applicable to a Subscription Offer (if applicable) as set out in the applicable Offer Description.
Software	Cisco-branded computer programs, including Upgrades and firmware.
Subscription Offer	Cisco Offers provided on a term, or subscription, basis under Your Order.
Supplemental Terms	Any additional terms applicable to Your Order. At Your request, Cisco shall identify and provide to You any Supplemental Terms applicable to any purchase of a Cisco Offer, and You shall have the right to review and negotiate such Supplemental Terms prior to any such purchase.
Systems Information	As defined in the Systems Information – Data Brief webpage.
Transfer Policies	Cisco policies for movement of Use Rights as set out in the Cisco Software Transfer and Re-licensing Policy and the Software License Portability Policy . For the avoidance of doubt, Cisco Software Transfer and Re-licensing and the Software License Portability Policy is not intended to impose any legal obligations on You; to the extent that Cisco Software Transfer and Re-licensing and the Software License Portability Policy has language that purports to impose any legal obligations on You, such language is not binding on or applicable to You
Upgrades	All updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.
Use Term	The period You may exercise Use Rights in the Cisco Offer under Your Order.

Term	Meaning
Use Rights	As set out in section 2.1.
You, Your, “End User”, “User” or “Customer”	Means the entity receiving the Cisco Offer from the State of Illinois through the Illinois Century Network. “User” means the individuals (including, contractors, or employees) permitted to access and use the Cisco Offer on Your behalf as part of Your Use Rights and includes K-12 educators, staff, and student users who You allow to use the Cisco Offer contemplated in these General Terms as part of receiving services from Your Approved Source.



Exhibit C

Offer Description – Product Cisco Umbrella

This Offer Description is part of the [General Terms](#) existing between You and Cisco (the “**Agreement**”). Capitalized terms, unless defined in this document, have the meaning in the Agreement. Any references to the Supplemental End User License Agreement or SEULA mean Offer Description.

Any procurement or change order made in connection with or relating to this Offer Description shall be subject to prior approvals from You and the requirements and limitations of all applicable laws, rules and regulations, including but not limited to the Illinois Procurement Code (30 ILCS 500) and the Illinois Criminal Code (720 ILCS 5/33E-9).

1. Summary

Cisco Umbrella (the “**Product**”) is a cloud security platform that unifies multiple security services in a single cloud-delivered platform to secure internet access and control cloud app usage from your network, branch offices, and roaming users. The [Package Comparison](#) provides information about the various Product packages.

2. Support and Other Services

2.1 Support

(A) Except as provided in this Section 2.1, Your purchase of the Product includes:

- For Basic, Enhanced (previously “Gold”) and Premium support, see: [Cisco Software Support](#) (the “**Standard Support Description**”).
- For Solution Support, see: [Cisco Solution Support](#) (“**Solution Support Description**”).

(B) All references in the Standard Support Description and the Solution Support Description to TAC should be interpreted as references to the Product’s Technical Support Center.

(C) Any response time objectives for substantive response (i.e., response more than “ticket received”) described in the Standard Support Description or the Solution Support Description do not apply. Instead, the response time objectives for substantive response from Product Support are as set forth below:

Software Support Service	Technical Support Coverage	Response Time Objective for Case Severity 1 or 2	Response Time Objective for Case Severity 3 or 4
Basic	Email access only for Severity 3 or 4 Email and phone for Severity 1 and 2	Response within 1 hour of receipt of phone call	Response next Business Day

	Access to online tools (e.g., knowledgebase, forums, Documentation, case portal, and notifications)		
Enhanced (previously “Gold”)	24x7 via Phone & Web	Response within 30 minutes of receipt of phone call	Response next Business Day
Premium	24x7 via Phone & Web	Response within 15 minutes of receipt of phone call	Response next Business Day
Solution	24x7 via Phone & Web	Response within 30 minutes of receipt of phone call	Response next Business Day

(D) The following bullet in the Enhanced services section of the Standard Support Description is not applicable to the Product: “Initial meeting to understand Customer’s desired outcomes to define an IT and Infosec adoption plan.”

- 2.2 **Umbrella for Gov (FedRAMP).** Cisco will provide support for Umbrella for Gov as described in Section 2.1 (Support) above, with the following exceptions: (A) only Enhanced and Premium support are available; and (B) Cisco will provide support via phone and email only.
- 2.3 IT representatives from each K-12 school may submit a case for support services relating to the Product, provided that each IT representative is listed as an admin within the Customer’s Multi-Org Console.

3. Performance Standards

Cisco will use commercially reasonable efforts to deliver the Core Services to meet or exceed 99.999% Availability in accordance with the Umbrella Service Level Agreement (“SLA”) available from Your Cisco account representative or Cisco authorized partner. Capitalized terms in this section will have the meaning in the SLA.

4. Data Protection

Privacy Data Sheets. The Privacy Data Sheets for Cisco Umbrella and Cisco Secure Malware Analytics (available at [Cisco’s Trust Portal](#)) describe the Personal Data that Cisco collects and processes as part of delivering the Product.

5. Special Terms

5.1 **Covered Users.** For packages with user-based pricing, You must purchase one user license for each Covered User unless a published Product data sheet states otherwise.

5.2 **Usage and Range Limits.** The Product is subject to limitations and range limits set forth in the [SIG Documentation](#) and the [DNS Documentation](#). As further described in the [SIG Documentation](#), Product SIG packages (i) are subject to an average bandwidth limit of up to 50 kilobits per second (“kbps”) per Covered User, based on a 95th Percentile Calculation (whether such traffic is generated by individuals, devices, or servers), and (ii) the 95th Percentile Calculation allows peaks in usage that exceed the limit for brief periods of time. As further described in the [DNS Documentation](#), Product DNS Security packages are subject to a monthly DNS query limit average (whether such queries are generated by individuals, devices, or servers). You and Cisco agree to work together in good faith to resolve any excessive usage.

5.3 **Cisco Umbrella Reserved IP.** If You have purchased a subscription to Cisco Umbrella Reserved IP, please see [Reserved IP Supplemental Terms](#) for additional terms and conditions applicable to Your

subscription.

- 5.4 **Cisco-Managed S3 Log Storage.** Certain Product packages include the ability to select Cisco-managed S3 storage or Your own storage for DNS, proxy, and event logs. Cisco-managed S3 log storage is available with 7-day, 14-day or 30-day retention options. Please see the [Cisco-managed S3 Bucket documentation](#) for related requirements and best practices.
- 5.5 **Data Centers.** Your Product subscription includes access to the Product's global data centers found here: [Umbrella Global Data Centers](#). Data centers not included at this link may require a separate subscription. And any data center(s) located in mainland China, when and if available, require a separate subscription purchased directly through the applicable service operator in China.
- 5.6 **Acceptable Use.** You will not (and will not allow any third party to): (i) establish regular and frequent automated queries to an external site, such as port scanning of a third-party entity not in Your control, or use offensive security technologies against a third party through the use of the Product (because these actions could reasonably be viewed by the external site as a denial of service attack or a violation of the third party's terms and could lead to Cisco being blacklisted); (ii) use the Product to access websites or blocked services in violation of applicable law and/or regulation; or (iii) use the Product for the purpose of intentionally masking Your identity in connection with the commission of unlawful activities or to otherwise avoid legal process. If Cisco receives a third-party request for information, demand letter, or other similar inquiry in connection with Your use of the Product relating to alleged unlawful activity on Your network, Cisco may disclose Your name to such third party as necessary to comply with legal process or meet national security requirements; protect the rights, property, or safety of Cisco, its business partners, You, or others; or as otherwise required by applicable law.
- 5.7 **Competitive Testing.** You will not publish or disclose to any third party any Product performance information or analysis (including without limitation the results of benchmark or competitive testing) except with Cisco's prior written consent.
- 5.8 **Disclaimers.** While Cisco has used commercially reasonable efforts to create effective security technologies, due to the continual development of new techniques for intruding upon and attacking files, networks, and endpoints, Cisco does not represent or warrant that the product will guarantee absolute security or that it will protect all your files, network, or endpoints from all malware, viruses, or third-party malicious attacks.
- 5.9 **Definitions**

"95th Percentile Calculation" means Cisco: (a) takes traffic samples over the course of 30 days at each Product data center handling Your traffic, (b) discards the top 5% of the traffic samples at each such data center and takes the next highest traffic sample value (this next highest traffic sample value is called the "Peak Value"), and (3) adds together the Peak Values for each data center. This limit is further described in the [SIG Documentation](#).

"Covered User" means each Internet-connected employee, subcontractor, and any other authorized individual covered (i.e., protected) by Your deployment of the Product.