

PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

- Proposal Form 3: Diversity Vendor Certification Participation**
- Proposal Form 4: Certifications and Licenses**
- Proposal Form 5: Unresolved Findings for Recovery**
- Proposal Form 6: Mandatory Disclosures**
- Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- Proposal Form 9: Clean Air Act & Clean Water Act**
- Proposal Form 10: Debarment Notice**
- Proposal Form 11: Lobbying Certification**
- Proposal Form 12: Contractor Certification Requirements**
- Proposal Form 13: Boycott Certification**
- Proposal Form 14 Federal Funds Certification Forms**
- Proposal Form 15: Arizona Contractor Requirements**
- Proposal Form 16: Ownership Disclosure Form**
- Proposal Form 17: Non-Collusion Affidavit**
- Proposal Form 18: Affirmative Action Affidavit**
- Proposal Form 19: C. 271 Political Contribution Disclosure Form**
- Proposal Form 20: Stockholder Disclosure Certification**
- Proposal Form 21: General Terms and Conditions Acceptance Form**
- Proposal Form 22: Equalis Group Administration Agreement Declaration**
- Proposal Form 23: Master Agreement Signature Form**

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. <u>OVERVIEW & QUALIFICATIONS</u>	
1.1. Company Information	
1.1.1. Company Name:	DLT Solutions, LLC
1.1.2. Corporate Street Address:	2411 Dulles Corner Park, Suite 800 Herndon, VA 20171
1.1.3. Remittance Address:	2411 Dulles Corner Park, Suite 800 Herndon, VA 20171
1.1.4. Main Telephone Number:	(703) 709-7172
1.1.5. Website:	www.dlt.com
1.1.6. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	<p>DLT Solutions was founded in 1991 and has been in business under its original name for more than 30 years.</p> <p>DLT accelerates Public Sector growth for technology companies. Since 1991, DLT has been dedicated to working with the U.S. Public Sector to solve IT challenges including cloud migration, protection against cybersecurity threats, and data center optimization and consolidation. DLT is a US-based, award-winning provider of Government IT and Cloud Solutions, distinguished for its market knowledge and expertise with its world-class software and hardware manufacturer partners. DLT is differentiated by acquiring deep subject matter knowledge and providing solution delivery to better serve public sector customers. DLT operates from a central office at 2411 Dulles Corner Park Suite 800, Herndon, VA 20171.</p> <p>In November 2019, DLT Solutions became a wholly owned subsidiary of Tech Data. Tech Data was founded in 1974. The company is ranked No. 88 on the Fortune 500 and has been named one of Fortune’s World’s Most Admired Companies for 10 straight years. In September 2021, Tech Data merged with the Synnex Corporation to become TD-Synnex, creating the largest global IT distributor with a combined \$59.8B in revenue. Together, DLT and TD-Synnex offer the scale of a value-added global distributor coupled with the niche expertise of the longest-serving, premier public sector aggregator.</p>

<p>1.1.7. Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.</p>	<p><input type="checkbox"/> Corporation – provide the State of incorporation and the company ownership structure.</p> <p><input type="checkbox"/> <i>Partnership</i> – provide the State of registration and the names of all partners.</p> <p><input type="checkbox"/> <i>Sole Proprietorship</i> – provide the State of registration and the name and title of the principal.</p> <p><input type="checkbox"/> <i>Joint Venture</i> – provide the State of registration and the names and titles of all principals.</p> <p><input checked="" type="checkbox"/> <i>Other</i> – provide detailed description of corporate structure and ownership.</p> <p>DLT is a single member limited liability corporation owned 100% by Tech Data Corporation. It is a fully disregarded entity and does not file its own tax return with the IRS.</p>	
<p>1.1.8. Federal Tax ID# or Social Security #:</p>	<p>Bidder Tax ID#: 54-1599882</p>	
<p>1.1.9. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:</p>	<p>Contact Name:</p>	<p>Mitchell Soni</p>
	<p>Title:</p>	<p>Senior Manager</p>
	<p>Phone:</p>	<p>(703) 801-1116</p>
	<p>E-Mail Address</p>	<p>Mitchell.Soni@dlt.com</p>
<p>1.1.10. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).</p>	<p>Contact Name:</p>	<p>Elizabeth White</p>
	<p>Title:</p>	<p>Director of Contracts & Corporate Counsel</p>
	<p>Phone:</p>	<p>(703) 709-7172</p>
	<p>E-Mail Address</p>	<p>Beth.White@dlt.com</p>

1.2. Financial Strength & Legal Considerations	
<p>1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a “Trade Secret” per the terms outlined in the RFP.</p>	<p>DLT Solutions’ DUNS Number is 78-6468199. DLT financial systems are reviewed annually for adequate internal controls because we have hundreds of prime and subcontractor awards. We have stringent accounting and financial controls in place to track quotes, orders, hours, expenses, and costs in accordance with applicable procurement regulations. Additionally, over the years DLT Solutions has gone through multiple pre-award government audits and has always been deemed to have adequate billing and accounting systems.</p> <p>DLT Solutions is a wholly owned subsidiary of TD-Synnex. For additional financial information, please see https://ir.synnex.com/financials/default.aspx.</p>
<p>1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>N/A - DLT has not been involved in any bankruptcy or insolvency proceedings within the last 3 years.</p>
<p>1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>N/A – Neither the Company nor its Officers or Directors have been subject to any material litigation or investigations related to its performance under any government contract within the last 3 years.</p>
1.3. Industry Qualifications	
<p>1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>	<p>DLT Solutions is a distributor of commercial-off-the-shelf (COTS) software and hardware, exclusively focused on serving the public sector.</p>
<p>1.3.2. Manufacturer Authorization. If your company is best</p>	<p>DLT has provided written manufacturer authorization for each OEM included in our bid as a separate attachment.</p>

<p>described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor, dealer, or reseller on behalf of the manufacturer of the product(s) proposed in this RFP.</p>	
<p>1.3.3. Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?</p>	<p>N/A</p>
<p>1.3.4. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>DLT Solutions has served the public sector as a provider of COTS software and hardware solutions for more than 30 years. 100% of DLT's revenue is generated from sales to public sector end users, either directly to the customer or via distribution through resellers.</p>
<p>1.3.5. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>DLT Solutions services all areas of the United States, including Hawaii, Alaska, Puerto Rico, and other territories (OCNUS).</p>
<p>1.3.6. Certifications and Licenses. Provide a detailed explanation</p>	<p>DLT Solutions holds an ISO 9001:2015 certification for Quality Management Systems. Proof of ISO certification has been uploaded as a separate attachment.</p>

<p>outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses.</u></p>	
<p>1.3.7. Awards. Describe any relevant awards received by your company for its products, services, innovation, and/or operations. Include information about the issuing organization and the year(s) the award was issued to your company.</p>	<p>DLT’s continued commitment to provide our customers with the latest technologies and corresponding technical expertise have been recognized in the industry. We have received the following Awards and Distinctions:</p> <ul style="list-style-type: none"> • 2021 LogRhythm Federal Distributor of the Year • 2021 Blackboard Public Sector Partner of the Year • 2021 Autodesk One Team Award • 2020 Defense News Top 100 (#93) • 2020 Washington Technology Top 100 (#64) • Quest Public Sector Partner of the Year • CRN’s 2020 Channel Chiefs • 2019 Washington Technology Top 100 (#63) • 2019 CRN S&P Top 500 (#42) • 2019 IES Excellence in Sales Innovation Award • 2018 Hortonworks Distributor of the Year Award • 2018 Government Marketing University Gainer Innovation Award • 2017 IDC Government Insights Federal IT Top 50 • 2017 Bloomberg Government BGOV200 • 2017 Washington Technology Top 100 • 2017 CRN’s Solution Provider 500 • 2017 Red Hat Cloud Partner of the Year • 2017 Executive Mosaic Wash100 • 2016 Red Hat Public Sector Cloud Partner of the Year • 2016 Red Hat Public Sector Partner of the Year • 2016 Red Hat Middleware Partner of the Year







- 2016 CRN Solution Provider 500 (#39)
- 2016 Washington Technology Top 100 Contractors (#56)
- 2016 Selling Power - 50 Best Companies to Sell For (#34)
- 2016 IES Sales & Excellence Awards - Excellence in Sales Innovation
- 2016 Bloomberg BGOV200 (#140)
- 2016 CRN's Women of the Channel
- 2016 IDC Government Insights Federal IT Rankings (#72)
- 2015 Symantec North American Public Sector Healthcare Growth Partner of the Year
- 2015 Veritas Americas Partner of the Year
- 2015 Red Hat's Public Sector Partner of the Year
- 2015 Washington Technology Top 100 Contractors (#59)
- 2015 CRN Solution Provider 500 (#35)
- 2015 Bloomberg BGOV200 (#151)


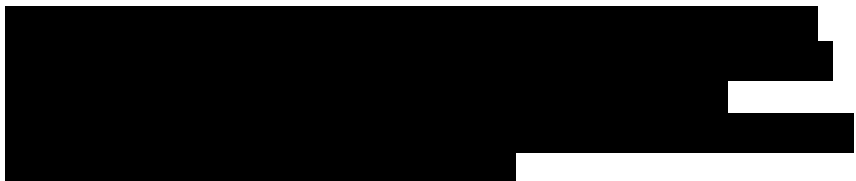
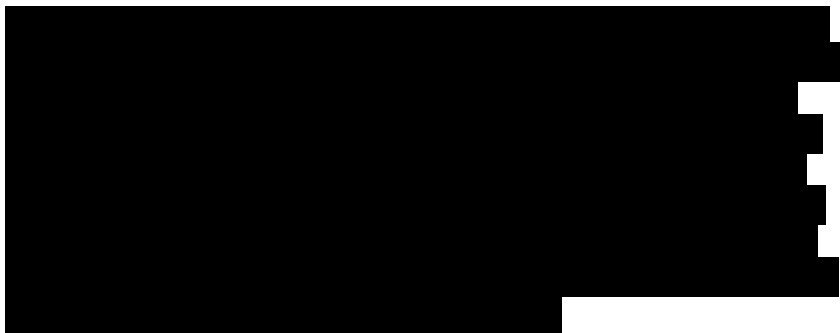
For awards prior to 2015, go to <https://www.dlt.com/about#tab-861-2>.

1.4. Industry Qualifications

1.4.1. Public Sector Cooperative Contracts.
 What Public Sector Cooperative Contracts (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & services defined in this RFP? For each contract, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?

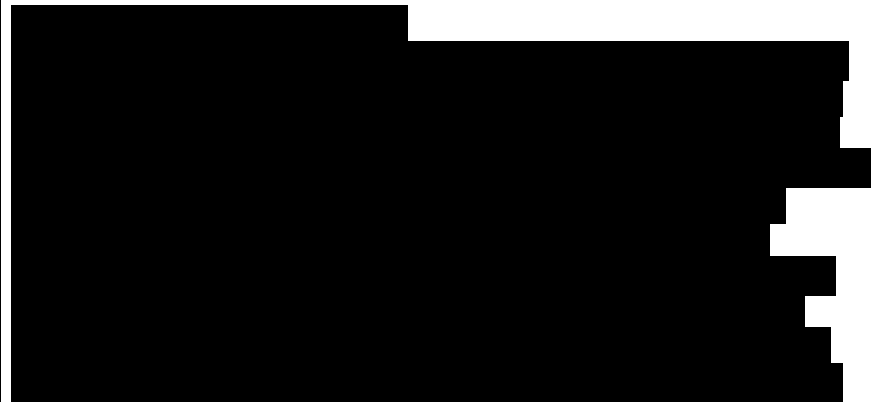
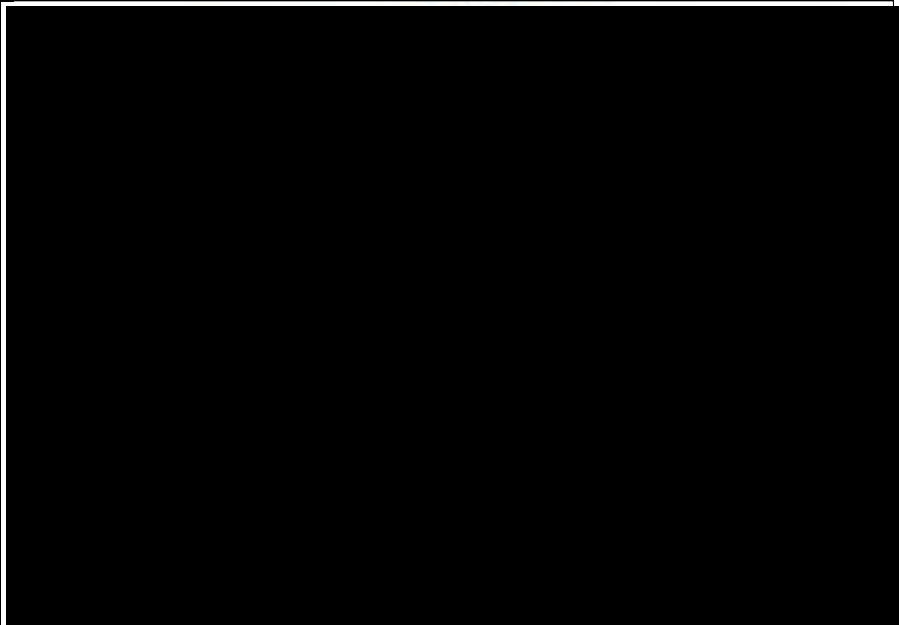
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<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>DLT Solutions' response to this question is hereby marked as proprietary and confidential Trade Secret Information, and thus exempt from disclosure. The Trade Secret Information described below is being shared for evaluation purposes only; it shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal.</p> 
<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>DLT Solutions' response to this question is hereby marked as proprietary and confidential Trade Secret Information, and thus exempt from disclosure. The Trade Secret Information described below is being shared for evaluation purposes only; it shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal.</p> 
<p>1.4.4. Public Sector Strategic Growth Plan. Describe your company's three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's total revenue generated by local governments and educational institutions in each of the last three (3) calendar years?</p> <p>What percentage of your company's total annual revenue is generated by sales to</p>	<p>DLT Solutions' response to this question is hereby marked as proprietary and confidential Trade Secret Information, and thus exempt from disclosure. The Trade Secret Information described below is being shared for evaluation purposes only; it shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal.</p> 

local governments and educational institutions?

NOTE: For clarity, the figures requested are to include revenue generated through cooperative contracts and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.



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<p>1.4.5. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<p>Due to the large number of prospects investigating DLT’s solutions and services, we respectfully request that any contact with our customer references be initially coordinated through DLT Solutions directly. This is a professional courtesy to all organizations involved and, of course, will be extended to your organization in the event you become a customer. We will be happy to provide the specific contact information for all references, at the appropriate time, as part of your ongoing evaluation of our proposal.</p> <p><u>Reference 1</u></p> <ul style="list-style-type: none"> • Customer Name: Duke University • Customer Contact Name: Richard Bieber • Product Offering: 65,000 CrowdStrike endpoints hosted on CrowdStrike platform offering • Period of Performance: October 2017 through present <p><u>Reference 2</u></p> <ul style="list-style-type: none"> • Customer Name: State of New Jersey • Customer Contact Name: Mike Geraghty • Product Offering: 63,000 CrowdStrike endpoints hosted on CrowdStrike platform offering • Period of Performance: April 2019 through present <p><u>Reference 3</u></p> <ul style="list-style-type: none"> • Customer Name: City of Las Vegas, NV • Customer Contact Name: Michael Sherwood • Product Offering: 4,000 CrowdStrike endpoints hosted on CrowdStrike platform offering • Period of Performance: January 2020 through present <p><u>Reference 4</u></p> <ul style="list-style-type: none"> • Customer Name: Emory University • Customer Contact Name: Derek Spransy • Product Offering: 53,000 CrowdStrike endpoints with desktops & servers, NGAV, EDR, and Overwatch • Period of Performance: January 2021 through present <p><u>Reference 5</u></p> <ul style="list-style-type: none"> • Customer Name: Minnesota Executive Branch • Customer Contact Name: Stacy Kaiser • Product Offering: 62,000 CrowdStrike endpoints with desktops & servers, NGAV, EDR, and Overwatch • Period of Performance: January 2021 through present
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	<p>Reference 6</p> <ul style="list-style-type: none"> • Customer Name: University of Texas • Customer Contact Name: Tod Maxwell • Product Offering: BitSight Total Risk Monitoring, SPM Strategy, SPM Subsidiary • Period of Performance: January 2020 through present <p>Reference 7</p> <ul style="list-style-type: none"> • Customer Name: State of California • Customer Contact Name: John Cleveland • Product Offering: BitSight SPM Management, SPM Subsidiary • Period of Performance: September 2019 through present
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2. Products & Services


2.1. PRODUCTS & SERVICES

<p>2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>IMPORTANT. This description along with the products and services included in the <u>Attachment B – Cost Proposal</u> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>At this time, DLT is offering pricing for the following cybersecurity OEM products:</p> <ul style="list-style-type: none"> • BitSight • CrowdStrike • Menlo Security • Sumo Logic <p>Please see DLT’s Attachment B Cost Proposal for pricing information associated with each OEM.</p>
<p>2.1.2. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>	<p>DLT Solutions’ extensive network of supplier relationships would provide CCOG and Equalis Group with significant additional value during the term of the proposed contract. We look forward to the potential expansion of the CCOG agreement to our full line of cybersecurity manufacturers and appreciate the opportunity to work together to bring software products and services to State, Local, and Education entities across the country.</p> <p>DLT understands that additional documentation would be needed for any value add products or services to be considered for official inclusion on the award of this solicitation. For informational purposes only, we have included DLT’s Strategic Line Card as a contract value add. DLT looks forward to the opportunity to onboard additional cybersecurity manufacturers during the life of the contract. The available brands include Software Publishers from 6 focused technology domains:</p>






	<p>Cybersecurity, Cloud Computing, Big Data & Analytics, Business Applications, IT Infrastructure, and Application Lifecycle.</p>
<p>2.1.3. Differentiators. Describe what differentiates your company’s products and services from your competitors.</p>	<p>DLT accelerates Public Sector growth for technology companies. Since 1991, DLT has been dedicated to working with the U.S. Public Sector to solve IT challenges including protection against cybersecurity threats, cloud migration, and data center optimization and consolidation. DLT is a US-based, award-winning provider of government IT and cloud solutions, distinguished for its market knowledge and expertise with its world-class software and hardware manufacturer partners. DLT is differentiated by acquiring deep subject matter knowledge and providing solution delivery to better serve public sector customers.</p> <p>DLT’s go-to-market expertise is focused on six core technology domains; Cloud Computing, Big Data & Analytics, Cybersecurity, Application Lifecycle, Business Applications, and IT Infrastructure which are strategically crafted around how our technology partners, customers, and vendors go to market. DLT consistently grows its business year over year; our ability to broker vendor and customer relationships, along with our commitment to unparalleled customer satisfaction, enabled the company to achieve more than \$1.3 billion in 2021 bookings across more than 27,000 customer delivery orders.</p> <p>DLT has tightly integrated itself with some of the most prominent IT software and hardware manufacturers in the world including Amazon Web Services, Autodesk, BitSight, Checkmarx, CrowdStrike, Google, LogRhythm, NetApp, Netscout, Oracle, Red Hat, McAfee, and Quest, among others. With our extended product portfolio, multiple procurement vehicles, and award-winning track record, DLT confidently supports public sector clients with the technology they need, when they need it.</p> <p>Currently, DLT has more than 280 employees at our offices in Herndon, Virginia, including approximately 150 sales representatives. Based on DLT’s deep investments to support our manufacturer partnerships, DLT has earned many of our manufacturer’s highest level partnerships, and is often a vendor’s largest or sole partner supporting the Public Sector. With these high-level partnerships, DLT is able to provide our customers with a superior level of support and, equally important, very competitive pricing, adding value in the form of cost savings throughout the life of the contract.</p> <p>Please see Section 1.4.4 of this response for additional information on DLT’s differentiated value within the public sector IT channel. DLT has also provided information below that is specific to each vendor’s value within the cybersecurity space.</p> <p><u>BitSight</u></p> <p>BitSight provides trusted data and insights that enable risk-based decision making for the world's insurers, investors, enterprises, and governments; the company pioneered the security ratings industry in</p>



	<p>2011, creating the world's first cybersecurity ratings platform. Organizations purchase BitSight's services to better understand security risks associated with sharing sensitive data with business partners. BitSight produces ratings for more than 200,000 organizations and is known around the world as a trusted analytic to help organizations understand and manage cyber risk.</p> <p><u>CrowdStrike</u></p> <p>CrowdStrike has redefined cybersecurity with the world's most advanced cloud-native platform that protects and enables the people, processes and technologies that drive modern enterprise. CrowdStrike secures the most critical areas of enterprise risk – endpoints and cloud workloads, identity, and data – to keep customers ahead of today's adversaries and stop breaches. Powered by the CrowdStrike Security Cloud, the Falcon Platform leverages real-time indicators of attack, threat intelligence on evolving adversary tradecraft and enriched telemetry from across the enterprise to deliver hyper-accurate detections, automated protection and remediation, elite threat hunting and prioritized observability of vulnerabilities – all through a single, lightweight agent. With CrowdStrike, customers benefit from superior protection, better performance, reduced complexity and immediate time-to-value.</p> <p><u>Menlo Security</u></p> <p>Menlo Security is at the forefront of the shift of application workloads to the cloud —empowering organizations to adapt and map their journey to Secure Access Service Edge (SASE) and beyond. Menlo products are built on Zero Trust principles and leverage isolation as a core architectural pillar to eliminate malware, secure work, and protect productivity. Menlo Security is a Gartner Visionary and supports the largest cloud Secure Web Gateway (SWG) in the world</p> <p><u>Sumo Logic</u></p> <p>Sumo Logic is a cloud-based machine data analytics company focusing on security, operations and BI use cases. Sumo Logic provides log management and analytics services that leverage machine-generated big data to deliver real-time IT insights and reduce customer's time to investigate security and operational issues. Sumo Logic provides out-of-the-box integrations with AWS, Google Cloud, and Microsoft Azure, and supports hybrid and on-premise environments.</p>
<p>2.1.4. Manufacturing. If best identified as a manufacturer, describe your manufacturing process and any advantages it offers over your</p>	<p>N/A – DLT is not a manufacturer of IT products.</p>

<p>competitors. Your response may include, but is not limited to, facility locations, explanation of the materials used during various manufacturing processes, a description of the inspection & quality control processes, and identification of manufacturing certifications (e.g., ISO).</p>	
<p>2.1.5. <i>Warranty.</i> Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal.</u></p>	<p>DLT will provide a warranty for all products and services in accordance with the relevant manufacturer’s standard commercial warranty. End User License Agreements (with applicable warranties) have been provided for each manufacturer as a separate attachment.</p>
<p>2.2. Additional Services</p>	
<p>2.2.1. <i>Turnkey Capabilities.</i> Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions to Equalis Group Members. Your</p>	<p>DLT is capable of selling both directly and through a reseller Partner to Customers in all 50 states, including U.S. Territories and Outlying Areas. From our central office in Herndon, VA DLT sales personnel provide remote sales support to Customers across the country. For service engagements that require an onsite presence, DLT’s channels program uses a network of more than 1,000 Partners nationwide to provide a broad range of professional, consulting, and managed services.</p>

<p>response may include, but is not limited to, site assessment, equipment consultations & recommendation, installation, inspection, and maintenance.</p>	
<p>2.2.2. <i>Installation or Set-up.</i> Is installation or set-up available to Members as a part of your proposal?</p>	<p>Yes – installation, integration, and other professional services are available at an additional cost to be negotiated with each customer at the order level.</p>
<p>2.2.3. <i>Installers.</i> If you responded Yes to the previous question, is the installation service performed by a company owned installation team or one of your dealers or resellers?</p>	<p>Installation, integration, and other professional services are typically delivered via a certified dealer/reseller.</p>
<p>2.2.4. <i>Qualifications.</i> Describe the qualification of your installation and set-up crews. Your response may include, but is not limited to, training and certification requirements.</p>	<p>DLT is capable of selling both directly and through a reseller Partner to Customers in all 50 states, including U.S. Territories and Outlying Areas. From our central office in Herndon, VA DLT sales personnel provide remote sales support to Customers across the country. For service engagements that require an onsite presence, DLT’s channels program uses a network of more than 1,000 partners nationwide to provide a broad range of professional, consulting, and managed services. DLT has provided a small sample of those partners in the Partner Business Profiles table below:</p>
<p>DLT Partner Business Profiles</p>	
	<p>CDW Corporation (Nasdaq:CDW) is a leading multi-brand provider of information technology solutions to business, government, education and healthcare customers in the United States, the United Kingdom and Canada. A Fortune 500 company and member of the S&P 500 Index, CDW was founded in 1984 and employs approximately 13,900 coworkers. For the year ended December 31, 2021, the company generated Net sales of approximately \$21 billion. For more information about CDW, please visit www.CDW.com.</p>

	<p>Our broad array of products and services range from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure and digital experience.</p>
	<p>SHI International is 5,000 ridiculously helpful, talented and diverse teammates working together and proving that a global solutions provider can have the focus, agility, scale and expertise to meet the unique business and IT needs of your organization, every day.</p> <p>More than 15,000 corporate, enterprise, government and academic organizations rely on SHI to support their transformation, collaboration, security and optimization needs. Three decades of private ownership and consistent, organic growth (through neither merger nor acquisition) have allowed for constant reinvestment into our business to ensure SHI delivers custom, cutting-edge IT solutions backed with world-class customer support.</p> <p>Headquartered in Somerset, NJ and with major operations centers in Austin, TX, Milton Keynes, UK and a growing local presence around the world, SHI finished 2021 with more than \$12 billion in annual revenue.</p>
	<p>Presidio is a Global Digital Services and Solutions Provider delivering customers the secure cloud environments that form the backbone of digital transformation. We guide you from initial assessments, strategy and consulting – to implementation and deployment – to managed services that run IT for you, topped off with a suite of flexible financing and consumption options to simplify procurement. Our services experts are thinkers AND doers focused on accelerating business outcomes for customers in all industries.</p>
	<p>WWT is a financially strong, privately held global technology service provider with over 30 years experience servicing the world's largest and most innovative organizations. WWT operates at the forefront of innovation and progress, working with our clients all over the world to take them into the future. Move faster with managed IT solutions -- from user end-points, servers and virtualization to cloud computing, automation and IT optimization; simplify transformation with strategic consulting expertise and an ability to seamlessly execute complex IT deployments worldwide; we are thinkers and doers. We combine strategy and execution to help organizations accelerate growth and realize a brighter future. We turn complex technology solutions into a practical and actionable way forward. Then we help deliver them globally.</p>
	<p>DigitalEra Group is a leading solution provider of network and cybersecurity products and services for businesses throughout the U.S. and Caribbean. We were founded in the year 2000.</p>

	<p>For decades, we have developed relationships with a portfolio of “World-Class” IT solution providers, giving us access to the most sophisticated, effective, security products. “We Live and Breathe Security,” and our number one goal is to help our customers prevent security breaches.</p>
	<p>MicroShare provides leading-edge network security solutions with a focus on unparalleled customer service. From our highly trained security engineers to our business support group, the entire MicroShare team is committed to delivering quality solutions and services. Our mission statement since founding in 1994: MicroShare does not seek to be all things to all clients, we seek to be all things to OUR clients.</p>
	<p>From Cloud and Data Center, Security, Collaboration, Networking and AI to Digital Transformation, Managed and Professional Services or Financing, ePlus brings a vast perspective that helps organizations design, orchestrate and seamlessly implement versatile technology solutions. Our unparalleled expertise has been refined over more than three decades, allowing customers to maximize the return on their technology investments.</p>
	<p>Optiv works alongside clients to manage cyber risk and equip them with perspectives and programs to accelerate business progress.</p> <p>Our real-world experience, deep vertical expertise and diverse teams enable us to face any challenge with confidence. We put you at the center of our unmatched ecosystem of people, products, partners and programs to design and implement agile solutions. Our adaptive approach continually assesses risk in the context of cyber and broader objectives to secure today’s business and fortify it for the future. At Optiv, we manage cyber risk so you can secure your full potential.</p>
	<p>At Mainline, we use our technical skills and consultative approach to build solutions for our customers that enable them to tackle their most critical business initiatives. We develop long-term relationships with our clients because we work closely with them and gain their trust.</p> <p>When companies work with us, they also benefit from our strategic partnerships with industry technology leaders. The team at Mainline supports customers through the entire lifecycle of the solutions we build and implement for them.</p>
	<p>Kudelski Security is a leading cybersecurity company with one major goal: to disrupt the cybersecurity status quo. We partner with our clients to enhance their cyber confidence, threat immunity and data-</p>

	<p>protection through our comprehensive consulting, technology engagements, managed security services, and ability to innovate to create new capabilities.</p> <p>With offices and labs in Switzerland, London, Singapore, Taiwan, Germany, France and the United States, we leverage a rich history of engineering and innovation to develop real solutions to our clients' toughest cybersecurity challenges.</p>
	<p>With upwards of 30 years in the cyber security industry, Atlantic Data Security is experienced in all the essential elements of an organization's security infrastructure. We are fully trained on the security solutions we represent, and provide end-to-end value from architecture to professional services, managed services, post-deployment support, and consulting.</p> <p>Our success hinges on your success. That is why we developed a security model to secure and prepare your organization against potential threats that are now a given in today's business world. Our goal is to be an extension of your existing IT team, helping you to accelerate your business by providing a resilient and secure working environment.</p>
	<p>Sequel Data Systems offers relentless technology services. Our team combines innovative solutions with results-obsessed customer service so you don't have to fear your business's transformation. Established in 1986 as a Digital Equipment Corporation VAR, we have grown to become one of the largest enterprise-focused consulting firms in Texas.</p>
	<p>Guidepoint connects clients with vetted subject matter experts—Advisors—from our global professional network. Our clients leverage the insights and perspectives shared by our Advisors to stay informed and make better business decisions. You'll learn from the right Advisors every time, vetted to ensure consistency with Guidepoint's industry-leading compliance platform. Your services are scheduled and provided in a timely manner so you can begin learning from Advisors as soon as possible.</p>
<p>2.2.5. Training. If yes, provide a description of the training services offered. Note: <i>Training services are not limited to those provided to the members but can also extend to the training</i></p>	<p>DLT offers a wide variety of training services. These include:</p> <p><u>Training Customers on OEM Products</u> OEM-specific training is typically purchased from the OEM, either as a self-guided educational suite or as formal classes taught by a certified instructor. DLT also offers customers and partners training and certification courses through TD-Synnex's award-winning ExitCertified® training business.</p>

<p><i>you provide you dealers, distributors, and resellers.</i></p>	<p><u>Training the DLT Sales Force</u> Sales force training in the DLT organization is centralized through our corporate training program, DLT University. DLT University offers instructor-led training along with 24/7/365 access to online courses and organizational knowledge banks. Continuous learning is a highly valued practice at DLT, and upon award the DLT PMO team will develop a curriculum to educate the sales force on how to use and market the CCOG agreement. This course will serve to raise awareness of the agreement, instruct representatives in how to drive revenue through the vehicle, and ensure compliance on all orders received under the contract.</p> <p><u>Training DLT’s Channel Partners</u> DLT channel partners receive sales-driven training and enablement, access to vertical market experts, pre-sales, sales and technical support, and access to demand creation resources. DLT also offers partners and customers training and certification courses through TD-Synnex’s award-winning ExitCertified® training business. Our vertical strategy empowers our partners and vendors to align with specialization in high-growth vertical markets and technology areas to grow their businesses faster than average market rates.</p>
<p>2.2.6. Maintenance Services. If yes, provide a description of the maintenance services included in your proposal.</p>	<p>DLT offers a wide variety of maintenance services specific to each OEM and channel partner. Generally speaking, OEM maintenance is focused on maintaining software through access to updated versions through annual renewals. DLT supports the proactive management of the maintenance and renewal process through a standard procedure honed over more than 30 years of working with the public sector. We focus on proactively filing all renewal proposals at least 120 days before the end of any period of performance in order to ensure quotes are included in relevant government budget requests.</p> <p>The expansive network of DLT channel partners is able to offer the full spectrum of maintenance, managed, and professional services associated with maintaining a high level of cybersecurity. These services include, but are not limited to:</p> <ul style="list-style-type: none"> ● Incident Response ● Compromise Assessment ● Vulnerability Assessment ● Implementation Services ● Penetration Testing ● Information Security Awareness ● Managed Services <p>DLT also provides Managed Services directly. The DLT Managed Services offering comprises the proven DLT management methodology and suite of tools, coupled with DLT vendor-certified engineering oversight, allowing users the ability to have DLT monitor, manage, and provision their environments to meet their requirements via a safe, secure and methodical means.</p>

	<p>Built on vendor Partners’ proven framework, our cloud platform offerings allow your Customers to rapidly procure IT services, scale up or down as needed and release when finished, resulting in the perfect mix of cost savings, improved service deliverability, and increased productivity for your agency. DLT Managed Services supports the entire life cycle of services. From design and implementation to management and support, we offer a unique “train-mentor-deliver” approach that guarantees rapid Customer adoption and maximum self-efficiency. DLT Managed Services also provides our Customers with ongoing managed services including support, monitoring and maintenance to ensure continuity and consistency within your cloud environment.</p>
<p>2.3. Value Add</p>	
<p>2.3.1. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>DLT Solutions’ extensive network of supplier relationships would provide CCOG and Equalis Group with significant additional value during the term of the proposed contract. We look forward to the potential expansion of the CCOG agreement to our full line of cybersecurity manufacturers and appreciate the opportunity to work together to bring software products and services to State, Local, and Education entities across the country.</p> <p>DLT understands that additional documentation would be needed for any value add products or services to be considered for official inclusion on the award of this solicitation. For informational purposes only, we have included DLT’s Strategic Line Card as a contract value add. DLT looks forward to the opportunity to onboard additional cybersecurity manufacturers during the life of the contract. The available brands include Software Publishers from 6 focused technology domains: Cybersecurity, Cloud Computing, Big Data & Analytics, Business Applications, IT Infrastructure, and Application Lifecycle.</p>
<p>3. Business Operations</p>	
<p>3.1.1. Logistics</p>	
<p>3.1.2. Distribution Capabilities. Describe how supplier proposes to distribute the products/services in Bidder’s defined geographic reach.</p>	<p>DLT Solutions support sales to all states and U.S. territories, and operates from a central office in Herndon, Virginia. Software products purchased from DLT or its resellers are downloaded by the customer via the internet. Hardware products purchased from DLT or its resellers are shipped to customers directly from the manufacturer.</p>
<p>3.1.3. Distribution Centers. Provide the number, size and location of Supplier’s distribution</p>	<p>N/A - Software products purchased from DLT or its resellers are downloaded by the customer via the internet. Hardware products purchased from DLT or its resellers are shipped to customers directly from the manufacturer.</p>

facilities, warehouses, and retail network as applicable.	
3.1.4. Supply Chain. Identify all other companies that will be involved in processing, handling, or shipping the products or services to the Equalis Group Member.	Software products purchased from DLT or its resellers are downloaded by the customer via the internet. Hardware products purchased from DLT or its resellers are shipped to customers directly from the manufacturer.
3.1.5. Fill Rates. Provide fill rates and average delivery timeframes met by specific distribution centers.	N/A – DLT does not operate distribution centers.
3.1.6. On Time Delivery Rate. Provide your average on-time delivery rate.	Software purchased through DLT is typically available for download in less than 24 business hours post-order.
3.1.7. Expedited Orders. Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level.	The DLT Solutions Sales, Contracts, and Marketing support team is available Monday to Friday 8:30 a.m. to 5:30 p.m. EST. However, it has been our experience that the processing of orders and the need for customer and technical service spikes throughout the course of the year, reflecting various fiscal year ends and other deadlines. As such, we use a cross-trained workforce to adapt to high-volume workloads and provide extended coverage when needed to ensure that resources are available to Customers as-needed during non-work hours, especially during End of Month (EOM) and End of Quarter (EOQ).
3.2. Customer Service	
3.2.1. Customer Service Department. Describe your company’s customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives.	The DLT Solutions Sales, Contracts, and Marketing support team is available Monday to Friday 8:30 a.m. to 5:30 p.m. EST. However, it has been our experience that the processing of orders and the need for customer and technical service spikes throughout the course of the year, reflecting various fiscal year ends and other deadlines. As such, we use a cross-trained workforce to adapt to high-volume workloads and provide extended coverage when needed to ensure that resources are available to Customers as-needed during non-work hours, especially during End of Month (EOM) and End of Quarter (EOQ).

<p>Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	
<p>3.2.2. <i>Complaint Resolution.</i> Describe your customer complaint resolution process. Describe how unresolved complaints are handled.</p>	<p>The DLT sales team is available to serve as the first line of support in any problem resolution process. Any service or product issues are escalated internally to a Sales Manager; if DLT is unable to resolve the problem we will facilitate support directly from the manufacturer to resolve the issue.</p>
<p>3.3. Customer Set Up; Order & Invoice Processing; Payment</p>	
<p>3.3.1. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p>NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete Proposal Form 6 - Dealer, Distributor and Reseller Authorization Form.</p>	<p>DLT is capable of selling both directly and through a reseller Partner to Customers in all 50 states, including U.S. Territories and Outlying Areas. From our central office in Herndon, VA DLT sales personnel provide remote sales support to Customers across the country. For service engagements that require an onsite presence, DLT’s channels program uses a network of more than 1,000 partners nationwide to provide a broad range of professional, consulting, and managed services. See Proposal Form 6 and Section 2.4.4 of this response for additional information.</p>
<p>3.3.2. <i>Customer Set Up.</i> Once an Equalis Group Member decides to accept your company’s proposal for products and</p>	<p>Accepting a quote and issuing an order based on the terms of the DLT quote and CCOG agreement are sufficient for any Member to become a DLT customer.</p>

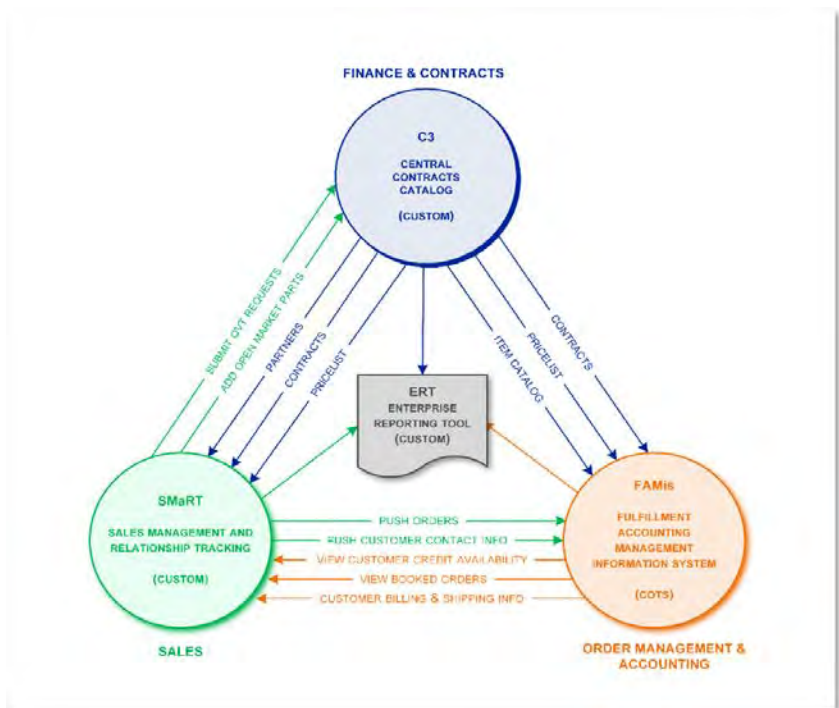
services as described in this RFP, what is the process for the Member to become a customer?

DLT Solutions' fulfillment process begins with an initial DLT quote, either direct to a Public Agency customer or a partner reseller (for eventual quote to Public Agency customer). When customer funds are appropriated/allocated, the customer issues a PO under the terms and conditions of the CCOG contract and referencing the DLT or partner quote number. When DLT receives the order (either from the Public Agency or partner reseller), DLT places a corresponding order with the relevant Original Equipment Manufacturer (OEM). When the order is accepted by the OEM, the product is made available to the Public Agency customer. For cybersecurity software, the product is generally made available through an online download.

DLT has developed highly integrated internal systems (see graphic below) to manage and support all aspects of successful cooperative contract vehicle management. Our systems handle the complete end-to-end business model, from quote to order to product delivery to invoicing.

3.3.3. Order Process.

Describe your company's proposal development and order submission process.



SMaRT (Sales Management and Relationship Tracking) – SMaRT maintains and manages all aspects of the lifecycle of an order against DLT contracts from first Customer contact through sales quotation through booking of an order. SMaRT contains over 150,000 Government contacts associated and linked to all Government agencies built on a hierarchical

system (sector/agency/sub-agency). SMaRT is completely integrated with DLT's C3 and FAMis systems to ensure that all quotes are created based on contractual terms and conditions. SMaRT maintains notes on all aspects of Customer and vendor interactions including documents transferred and conversations. Through various auditable means, SMaRT ensures that Customers' orders are accurately and efficiently processed.

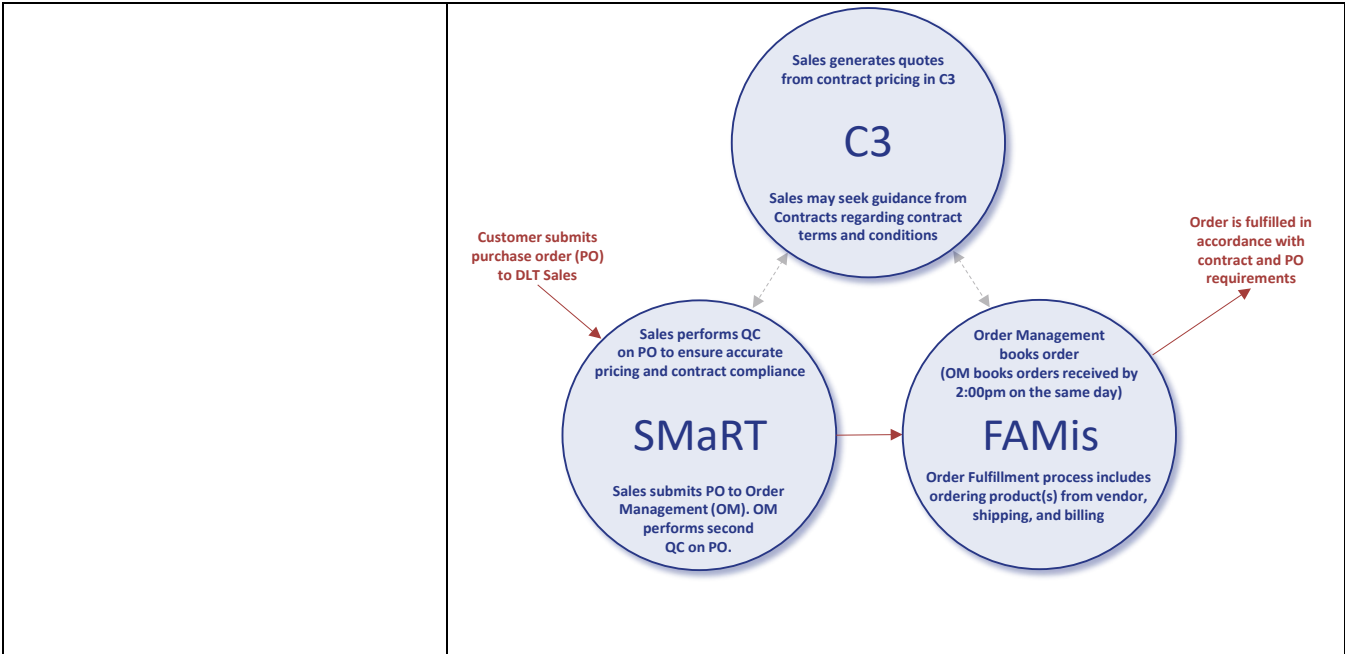
C3 (Central Contracts Catalog) – The C3 database allows DLT to ensure that all product pricing is accurate and current. C3 contains all contract offerings and related products and pricing based on the respective contract's specific terms and conditions. C3 is fully integrated with SMaRT and FAMis (see below) to ensure a systematic and error-free quote-to-order fulfillment process. C3 maintains a complete history of product and pricing modifications for every product on every contract back to mid-2005.

FAMis (Fulfillment Accounting Management Information System) – FAMis is DLT's Enterprise-wide accounting and order management system handling both fulfillment and professional services orders. It meets the unique needs of our public sector Customers. FAMis is fully integrated with both SMaRT and C3. FAMis also provides all reporting specific to our awarded contracts. FAMis is a highly customized implementation of Microsoft Dynamics NAV.

ERT (Enterprise Reporting Tool) – ERT is integrated with all DLT systems to provide reporting capabilities to DLT business units. ERT provides a standardized interface and limits user access to only the reports and data that they have privileges to view. Reports can be queried to filter group reports (for example, by Division, Rep, Contract, Vendor, Manufacturer, Sector) based on the Customer's needs.

Integrated into all these systems is DLT's **ePacket**, a document management system. The system can store any type of file or document, price quotes, purchase orders, credit applications, and proof-of-government documents, among others. ePacket is able to distinguish, search, and filter correspondence based on a particular Customer, quote, order, or employee, as well as based on date/time and type of correspondence. In combination with detailed records and notes stored in SMaRT, it is possible to track the transaction lifecycle from start to finish.

The graphic below demonstrates how an order flows through DLT's internal systems:



3.3.4. Invoice Process. Describe your company’s invoicing process.

DLT’s invoice payment terms are Net 30 days after issuing the invoice. Time of invoice is determined by specific contract and Purchase Order terms and conditions.

DLT has developed highly integrated internal systems to manage and support all aspects of successful cooperative contract vehicle management. Our systems handle the complete end-to-end business model, from quote to order to product delivery to invoicing.

DLT accepts the following forms of payment:

- Check
- Government Purchase Card
- ACH/Wire Transfer

3.3.5. Payment. What are your standard payment terms? What methods of payment do your company accept?

DLT’s invoice payment terms are Net 30 days after issuing the invoice. Time of invoice is determined by specific contract and Purchase Order terms and conditions.

3.3.6. Financing. Does your company offer any financing options or programs? If yes, describe the financing options available to Members.

DLT offers financing options through 3rd party providers. DLT typically works with FSM or ePlus. Specific financing terms are individually negotiated at the order level with each customer.

3.4. Sustainability, Reclamation, and Recycling Initiatives

<p>3.4.1. Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>It is DLT’s corporate policy to employ energy conservation at the DLT headquarters in Herndon, VA wherever possible. DLT recognizes the importance of practicing environmentally friendly behaviors to forge the way for a greener tomorrow. The employee led DLT “Go Green Committee” focuses on reducing the company’s environmental impact by empowering employees to take part in corporate efforts and educating staff on how they can make an impact in their personal lives as well.</p> <p>The DLT Go Green Committee reduces DLT’s carbon footprint by spearheading the following green initiatives:</p> <ul style="list-style-type: none"> • DLT screens office equipment procurements to ensure that new equipment is EPEAT registered and Energy Star rated. • DLT has switched its paper consumption to paper made from 100% farm-grown eucalyptus trees. Using eucalyptus trees helps to preserve native rain forests and eliminates the need for bleaching or excessive processing. • DLT presented stainless steel water bottles as a holiday gift to all employees as a green alternative to paper cups. • DLT promotes the “Yes We Can” initiative. This two-part initiative encourages employees to collect aluminum can tabs which, in turn, are donated to local charities so they can receive the proceeds. “Yes We Can” also educates employees on the importance of recycling aluminum. • DLT encourages carpooling and helps employees connect with carpool prospects through the corporate Intranet. • DLT educates employees on energy consumption best practices, such as turning off desktop computers and monitors at night. <p>DLT enhances the recycling program that the facility management company promotes by placing additional recycling stations around the office, especially in high-traffic areas.</p> <p>DLT also educates Customers on green products through webcasts and demonstrations at tradeshow. For example, DLT’s OEM Partner Autodesk offers the cloud-based energy analysis software “Green Building Studio,” which DLT engineers demonstrate at trade shows. Green Building Studio enables architects and designers to perform whole-building and data center analysis, optimize energy consumption and work toward carbon-neutral facility designs early in the design process. This software helps teams achieve sustainable building designs faster and more accurately using built-in energy and carbon analysis tools.</p>
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4. PRICING

4.1. Cost Proposal

<p>4.1.1. Pricing Model. Provide a description of your pricing model or</p>	<p>DLT has provided pricing for each manufacturer’s products as a set minimum discount from the then-current MSRP. Please see Attachment B Cost Proposal for full pricing details.</p>
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<p>methodology identifying how the model works for the products and services included in your proposal.</p>	
<p>4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>DLT pricing is based on a set minimum discount from the then-current MSRP. Commercial price lists are maintained by each manufacturer and are available upon request to any customer. Commercial price lists are typically updated on either a monthly or quarterly basis.</p>
<p>4.1.3. Price Change Process. Provide a description of your process for price changes.</p>	<p>DLT will keep the price catalog for this contract updated in accordance with the then-current commercial price list for each manufacturer. Commercial price lists are typically updated on either a monthly or quarterly basis and are available to any customer upon request.</p>
<p>4.1.4. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal?</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p> <p>Click or tap here to enter text.</p>
<p>4.1.5. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>Additional discounts beyond the minimum discount identified in Attachment B Cost Proposal may be available and are negotiated with each customer at the order level.</p>
<p>4.1.6. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and</p>	<p>Software products purchased from DLT or its resellers are downloaded by the customer via the internet with no associated shipping cost. Hardware products purchased from DLT or its resellers are shipped to customers directly from the manufacturer. Any shipping costs for hardware are determined at the time of quote and including in the quoted price to each customer.</p>

<p>delivery are calculated.</p>	
<p>4.1.7. Pricing Open Market or Sourced Goods. Propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing.</p>	<p>Pricing for Open Market products will be negotiated with each customer at the order level.</p>
<p>4.1.8. Total Cost of Acquisition. Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	<p>N/A</p>

5. GO-TO-MARKET STRATEGY

5.1. Bidder Organizational Structure & Staffing of Relationship

5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;

1. Executive Contact
2. Contract Manager
3. Sales Leader
4. Reporting Contact
5. Marketing Contact.

Indicate who the primary contact will be if it is not the Sales Leader

Executive Contact

- Chris Wilkinson
- Chris.Wilkinson@dlt.com
- <https://www.linkedin.com/in/chris-wilkinson-6362904/>

Contract Manager

- Michael Bekampis
- Michael.Bekampis@dlt.com
- <https://www.linkedin.com/in/michael-bekampis-pmp/>

Sales Leader

- Kaleb Casteel
- Kaleb.Casteel@dlt.com
- <https://www.linkedin.com/in/stephenkasteel/>

Reporting Contact

- Mitchell Soni
- Mitchell.Soni@dlt.com
- <https://www.linkedin.com/in/mitchell-soni-b8891447/>

Marketing Contact

- Tom Mahoney
- Thomas.Mahoney@dlt.com
- <https://www.linkedin.com/in/tomkmahoney/>

5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.

The DLT sales force operates out of a central office in Herndon, VA. DLT Solutions' sales teams are aligned by specific technology groups to facilitate optimum account knowledge, Customer service, and effective implementation. Technology domains include Cybersecurity, Cybersecurity, Big Data & Analytics, IT Infrastructure, Application Lifecycle, and Business Applications.

Within these technology domains, each sales team is dedicated to a specific manufacturer or manufacturers to ensure that DLT representatives are experts on the set of products they support. Within each sales team, representatives are assigned to specific geographical territories. Within this structure DLT creates dedicated teams specifically for New License, Renewal, and Services. State and local sales experience on the team varies, from 1-20 years.

5.2. Contract Implementation Strategy & Expectations	
<p>5.2.1. <i>Contract Expectation.</i> What are your company's expectations in the event of a contract award?</p>	<p>DLT Solutions appreciates the opportunity to expand our contract footprint to include the Cooperative Council of Governments and Equalis Group as part of our existing public sector contract portfolio. If awarded, DLT will build a strong relationship with CCOG and Equalis Group to ensure a seamless implementation of the agreement. We will collaborate to develop the highest possible level of success for marketing this contract to public agencies in Ohio and across the United States.</p> <p>DLT will work closely with the CCOG and Equalis Group representatives to align our sales strategies to best optimize the growth of the agreement. This will include regular cadence calls with the to discuss current opportunities, as well as potential growth areas and how to best capitalize on them.</p> <p>Additionally, upon award, DLT Solutions will work closely with OCCOG and Equalis Group to collaborate on coordinated sales outreach, including:</p> <ul style="list-style-type: none"> • Targeted Cold Calling • Attendance and Participation in industry conferences • Sales Training of Partner Network • Sales Training of DLT sales force • Targeted marketing email campaigns
<p>5.2.2. <i>Five (5) Year Sales Vision & Strategy.</i> Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.</p>	<p>DLT adheres to a standard implementation plan upon award of each new contract vehicle. The rollout and implementation plan for the CCOG agreement will include the actions listed below. These actions will take place within the first 10 days of contract award (many within the first 24-48 hours):</p> <ul style="list-style-type: none"> • Notify internal stakeholders and executive leadership of contract award. • Set up new contract in DLT internal systems: price lists, contract/quote terms, etc. • Create collaboration folder in DLT SharePoint site – this folder includes award documents, Contract Overview, Stakeholder Registry, a Contract Requirements Matrix, and additional contract-specific documentation as needed. • Conduct internal kick-off meeting with all stakeholders and executive leadership. Stakeholders include sales representatives and leadership as well as contracts, pricing, and order management personnel. Objectives include: <ul style="list-style-type: none"> ○ Review Requirements Matrix and Contract Checklist ○ Review Contract Roll Out FAQ document ○ Determine Manufacturer, Customer, and Partner engagement strategy ○ Establish DLT message for press release and collateral

- Create and release marketing press release identifying the CCOG agreement as DLT’s newest contractual offering to Public Agencies.
- Update the DLT website with new contract information
- Conduct initial sales-specific training, which includes:
 - Sales-specific terms and conditions
 - How to Quote
 - How to Book
 - Accounting: fees, reporting, invoice requirements, etc.
- Educate the sales force on the requirements of the Master Agreement.
- Train the sales force on marketing the Master Agreement to Customers. DLT executive leadership supervises training sessions to ensure full support and engagement.

Within the first 90 days of contract award, the DLT team will work with the Cooperative Council of Governments (CCOG) and the Equalis Group team to develop any additional training that may be required and present that information to the DLT sales organization.

DLT believes that our high volume, cost-efficient direct marketing format allows us to maintain a pricing advantage over many other product resellers and integrators. DLT will offer CCOG customers increased savings through product specials and promotions as well as increased exposure through sales contests targeted at expanding contract awareness.

DLT Solutions has a long history of marketing and providing thought leadership to the state, local and education markets through Communities of Interest. As an example: for a single OEM in 2018, DLT created 34 integrated campaigns and leveraged nearly 7,000 Customers and contacts to close over 1,800 wins. In addition to the contacts in our enterprise applications database, DLT Solutions also leverages over 65,000 Customers and contacts using to conduct state and local year-end campaigns with the specific goal of helping them spend their remaining IT budgets before the new fiscal year begins.

The DLT marketing plan, to be implemented within 90 days of contract award and maintained throughout the life of the contract, includes the following actions:

- Public Relations: Upon award of the contract, DLT Solutions will create and distribute a co-branded press release to all of its media contacts highlighting the addition of the CCOG contract to its contract portfolio. DLT Solutions will also create and distribute press releases highlighting significant wins that come from the CCOG contract. Lastly, DLT Solutions will use CCOG wins to identify unique stories that can be turned into case studies and subsequent press opportunities.
 - The announcement, contract details and contact information will be simultaneously published on the DLT homepage, as well as its social media pages (Twitter, LinkedIn, etc.)

	<ul style="list-style-type: none">• Marketing Materials: DLT will design, publish, and distribute and wide range of co-branded materials<ul style="list-style-type: none">○ DLT will brand Customer facing and internal line cards with Contracting Office approved nomenclature for distribution○ Targeted Account Based Marketing ads will be utilized to increase brand awareness of the contract on all of our social media platforms○ Customized booth branding and collateral will be created to ensure that this contract is presented at ANY tradeshow that DLT attends○ DLT will update the email signatures of applicable sales reps with the contract logo and Contract Office-approved tagline for the contract○ DLT will provide blogs, create case studies and webinars to on a quarterly basis to optimize and enhance contract awareness○ Email communication will be positioned to all of our current Customers for contract awareness - fiscal year end-specific campaigns will target Customers with ease of procurement and evangelism of the contract as well• CCOG Homepage: Per contract requirements, this page will include:<ul style="list-style-type: none">○ CCOG standard logo;○ Copy of original Request for Proposal;○ Copy of contract and amendments between Principal Procurement Agency and Supplier;○ Summary of Products and pricing;○ Marketing Materials• Trade Shows: DLT is a longtime attendee of the NIGP Annual Forum, and will continue to attend and participate throughout the life of this contract and beyond. DLT also sends representatives to a wide range of other trade shows throughout the year (see below).<ul style="list-style-type: none">○ As a member of the NIGP Advisory Board, DLT is well positioned to provide thought leadership and influence beyond the trade show floor. DLT leaders speak in seminars to share their expertise on IT procurement and are able to promote additional awareness of the CCOG contract beyond the capability of other contractors.○ Participation and/or sponsorship in national trade shows and conferences and targeted events in AZ, CO, PA, TN, VA, MD, WV, IL, NY, CA, TX and FL, including pre-and post-event communications and follow-up.○ Advertising: DLT will participate in the publication of national and regional advertising in trade publications. DLT also invests in radio and internet advertising during peak buying seasons.
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	<p>Sales force training in the DLT organization is centralized through our corporate training program, DLT University. DLT University offers instructor-led training along with 24/7/365 access to online courses and organizational knowledge banks. Continuous learning is a highly valued practice at DLT, and upon award the DLT PMO team will develop a curriculum to educate the sales force on how to use and market the CCOG agreement. This course will serve to raise awareness of the agreement, instruct representatives in how to drive revenue through the vehicle, and ensure compliance on all orders received under the contract.</p> <p>In addition to the implementation, sales, and marketing activities described above, DLT's implementation plan includes action items across multiple business units designed to boost engagement and speed up the ramp-to-revenue timetable.</p> <p>Sales</p> <ul style="list-style-type: none"> • Meet with awarded Software Publishers to design and execute on a tailored CCOG SLED strategy • Engage with current prospects and funnel existing sales pipeline towards the CCOG agreement • Work to strengthen depth and breadth of initial award: liaise with additional Software Publishers in DLT's network to add eligible providers to the CCOG agreement <p>Contracts/Programs</p> <ul style="list-style-type: none"> • Establish reporting and fee remittance workflow in DLT systems • Setup contract profile and pricelists in DLT systems • Work with DLT marketing team to develop and launch dedicated webpage off corporate website. • Create training curriculum and present materials to sales team, Publishers, and/or Partners.
<p>5.2.3. Sales Team Incentives. Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?</p>	<p>Yes.</p>
<p>5.2.4. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>DLT has provided estimated minimum revenue below for each year of the contract. Please note that these figures do not represent a guarantee of total contract sales.</p> <ul style="list-style-type: none"> • Year 1: \$100,000 • Year 2: \$250,000

	<ul style="list-style-type: none"> • Year 3: \$500,000 • Year 4: \$1,000,000 • Year 5: \$1,500,000
6. <u>ADMIN FEE & REPORTING</u>	
6.1. Bidder Organizational Structure & Staffing of Relationship	
<p>6.1.1. <i>Administrative Fee.</i> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two percent (2%) based on the terms disclosed in the <u>Attachment A – Model Administration Agreement.</u></p>	<p><input checked="" type="checkbox"/> Agree to proposed Administrative Fee</p> <p><input type="checkbox"/> Negotiate Administrative Fee. Provide additional information below if you opt to negotiate.</p>
<p>6.1.2. <i>Sales & Administrative Fee Reporting.</i> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>DLT is able to meet all reporting and fee remittance requirements for this agreement.</p>

<p>6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>DLT maintains robust internal systems to maintain compliance with more than 50 prime contract agreements with public sector customers in the SLED and federal verticals. DLT’s C3 and SMART applications regulate contract-specific pricing and maintain a record of all quotes and orders on each contract vehicle. See Section 3.3.3 for additional details.</p> <p>DLT also uses Microsoft Dynamics NAV. Our financial systems are reviewed annually for adequate internal controls since we have hundreds of prime and subcontractor awards. We have stringent accounting and financial controls in place to track all sales and relevant reporting/fee requirements.</p>
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PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. **Minority Women Business Enterprise**
Respondent certifies that this firm is an MWBE Yes No
List certifying agency: Click or tap here to enter text.

- b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
Respondent certifies that this firm is a SBE or DBE Yes No
List certifying agency: Click or tap here to enter text.

- c. **Disabled Veterans Business Enterprise (DVBE)**
Respondent certifies that this firm is an DVBE Yes No
List certifying agency: Click or tap here to enter text.

- d. **Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is an HUB Yes No
List certifying agency: Click or tap here to enter text.

- e. **Historically Underutilized Business Zone Enterprise (HUBZone)**
Respondent certifies that this firm is an HUBZone Yes No
List certifying agency: Click or tap here to enter text.

- f. **Other**
Respondent certifies that this firm is a recognized diversity certificate holder Yes No
List certifying agency: Click or tap here to enter text.

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations, or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

ISO 9001:2015

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PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- Yes
- No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. Mandatory Contract Performance Disclosure.

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. N/A.

2. Mandatory Disclosure of Governmental Investigations.

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. N/A.

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

- Yes**
 No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Bidder Response: DLT has provided an initial list of partners we expect to use as dealers on this Agreement. DLT will keep this list updated in real time with CCOG and Equalis Group.

DLT SOLUTIONS AUTHORIZED DEALERS:

- CDW
- SHI
- PRESIDIO
- WWT
- DIGITAL ERA
- MICROSHARE
- EPLUS
- OPTIV
- MAINLINE
- KUDELSKI
- ATLANTIC DATA SECURITY
- PRESIDIO
- SEQUEL DATA
- GUIDEPOINT

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I, Elizabeth White, hereby certify and affirm that DLT Solutions, LLC, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, Elizabeth White, hereby certify and affirm that DLT Solutions, LLC, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

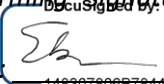
AND

I, Elizabeth White, hereby certify and affirm that DLT Solutions, LLC, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I, Elizabeth White, hereby certify and affirm that DLT Solutions, LLC either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Elizabeth White, hereby affirm that this proposal accurately represents the capabilities and qualifications of DLT Solutions, LLC, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (*Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.*)

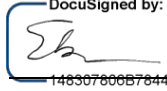
SIGNATURE:  DATE: Feb 28, 2022

DocuSigned by:
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PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized
signature:

DocuSigned by:

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Printed Name:

Elizabeth White

Company Name:

DLT Solutions, LLC

Mailing Address:

2411 Dulles Corner Park, Suite 800
Herndon, VA 20171

Email Address:

elizabeth.white@dlt.com

Job Title:

Director of Contracts & Corporate
Counsel

PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

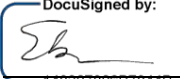
Respondents Name: DLT Solutions, LLC - Elizabeth White
Mailing Address: 2411 Dulles Corner Park, Suite 800
Herndon, VA 20171
Signature:
Title of Signatory: Director of Contracts & Corporate
Counsel

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:  _____
Date: Feb 28, 2022 _____

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

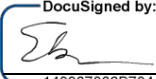
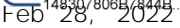
Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors, and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature:  _____
Date:  _____

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree?

(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify bidder’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree?

(Initials of Authorized Representative)

2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency’s best interest.

Does Bidder agree? DS
(Initials of Authorized Representative)

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? DS
(Initials of Authorized Representative)

4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner’s acceptance of the wage determination.

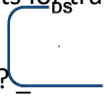
Supplier Partner further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”. The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? DS
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree? _____


(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? _____

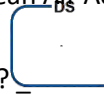

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? _____


(Initials of Authorized Representative)

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? ^{DS}
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? ^{DS}
(Initials of Authorized Representative)

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.


Does Bidder agree? ^{DS}

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree?


(Initials of Authorized Representative)**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree?


(Initials of Authorized Representative)**13. Domestic preferences for procurements**

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.


“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree?


(Initials of Authorized Representative)**14. General Compliance and Cooperation with Members**


In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy

such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? 
(Initials of Authorized Representative)

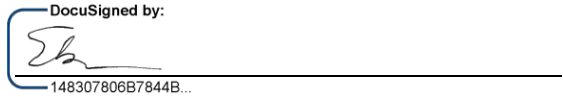
15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? 
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:


148307806B7844B...

Printed Name: Elizabeth White
Company Name: DLT Solutions, LLC
Mailing Address: 2411 Dulles Corner Park, Suite 800
Herndon, VA 20171
Job Title: Director of Contracts & Corporate Counsel

PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "... every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state, or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Bidder agree?

A blue ink signature consisting of the initials 'DS' enclosed in a square box.

(Initials of Authorized Representative)

Date: Feb 28, 2022

PROPOSAL FORM 16: OWNERSHIP DISCLOSURE FORM (N.J.S.52:25-24.2)

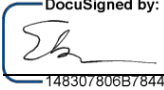
Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: DLT Solutions, LLC
Street: 2411 Dulles Corner Park, Suite 800
City, State, Zip Code: Herndon, VA 20171

I, Elizabeth White, an authorized representative DLT Solutions, LLC, a Virginia LLC, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

Name		Address	Interest
Tech Corporation	Data	5350 Tech Data Drive, Clearwater, FL 33760	100%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature: 
Date: Feb 28, 2022

PROPOSAL FORM 17: NON-COLLUSION AFFIDAVIT

Bidder Name: DLT Solutions, LLC
Street Address: 2411 Dulles Corner Park, Suite 800
City, State Zip: Herndon, VA 20171
State of DISTRICT OF COLUMBIA
County of WASHINGTON, DC

I, Elizabeth White of the District of Columbia in the County of DISTRICT OF COLUMBIA State of DISTRICT OF COLUMBIA of full age, being duly sworn according to law on my oath depose and say that:

I am the Director of Contracts & Corporate Counsel of the firm of DLT Solutions, LLC the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized signature:



Director of Contracts & Corporate

Job Title:

Counsel

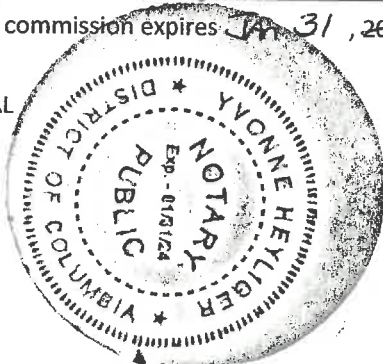
Subscribed and sworn before me

this 3rd day of MARCH, 2022

Notary Public of DISTRICT OF COLUMBIA

My commission expires MAR 31, 2024

SEAL



PROPOSAL FORM 18: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: DLT Solutions, LLC
Street Address: 2411 Dulles Corner Park, Suite 800
City, State, Zip Code: Herndon, VA 20171

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photocopy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature:

DocuSigned by:

 148307806B7844B

Director of Contracts & Corporate
Counsel
 Feb 28, 2022

Title of Signatory:

Date:

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual

orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

PROPOSAL FORM 19: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FROM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html. They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity, and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

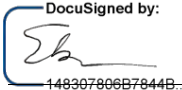
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:		DLT Solutions, LLC	
Address:		2411 Dulles Corner Park, Suite 800	
City:	Herndon	State: VA	Zip:20171

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

<p>DocuSigned by:</p>  <p>148307806B7844B...</p>	<p>Elizabeth White</p>	<p>Director of Contracts & Corporate Counsel</p>
Signature of Vendor	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[X] Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$

Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
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Contributor Name	Recipient Name	Date	\$Amount

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 20: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: DLT Solutions, LLC

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

DLT is a single member limited liability corporation owned 100% by Tech Data Corporation. It is a fully disregarded entity and does not file its own tax return with the IRS.

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address

Subscribed and sworn before me this 9 day of March, 2022



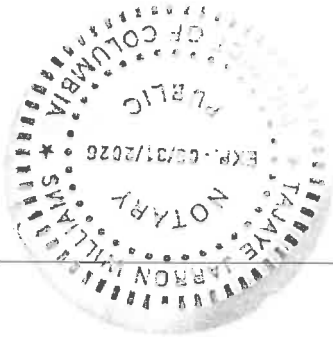
(Affiant)

(Notary Public)

**Elizabeth White, Assistant Secretary, Director of
Contracts, & Corporate Counsel**

(Print name & title of affiant)

My Commission expires: May 31, 2026



PROPOSAL FORM 21: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

We take no exceptions/deviations to the general terms and conditions
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

Please refer to the DLT Exceptions & Clarifications file, provided as a separate attachment.

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 22: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

- Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement**.
- Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 23: MASTER AGREEMENT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

Company Name _____ DLT Solutions, LLC
Address _____ 2411 Dulles Corner Park, Suite 800
City/State/Zip _____ Herndon, VA 20171
Phone Number _____ (703) 709-7172
Email Address _____ Chris.Wilkinson@dlt.com
Printed Name _____ Chris Wilkinson
Job Title _____ President
Authorized Signature _____ 

Initial Term of the Master Agreement

Contract Effective Date: _____ May 1, 2022
Contract Expiration Date: _____ April 30, 2026
Contract Number: _____

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

By: _____
Name: _____ Scott A. Morgan
As: _____ CCOG Board President
Date: _____

EQUALIS GROUP, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: _____
Name: _____ Eric Merkle
As: _____ SVP, Procurement & Operations
Date: _____



March 1, 2022

David Robbins
The Cooperative Council of Governments on Behalf of Equalis Group
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Re: RFP COG-2127 for Cybersecurity Products & Services

Dear Mr. Robbins:

This letter confirms that **DLT Solutions, LLC** (“DLT”) at the principal business address 2411 Dulles Corner Park #800, Herndon VA 20171 is an authorized reseller of BitSight Technologies, Inc.’s (“BitSight”) products pursuant to the Aggregation Agreement executed by and between BitSight and DLT dated May 29, 2019, as amended (the “Agreement”).

As a reseller, DLT is authorized to quote and sell products, training, maintenance, and professional services, as applicable, that are offered by BitSight to all public sector customers (“Customers”), and may sell such BitSight products to Customers, including The Cooperative Council of Governments on Behalf of Equalis Group, subject to the Manufacturer Commercial Terms and Conditions as required within the Agreement.

This authorization is effective as of the date of this letter, and expires August 30, 2025, subject to any early termination of such authorization between BitSight and DLT under the Agreement. Verification requests and questions regarding DLT’s status and eligibility may be referred to the following contact person:

Name: Tom Linehan
Title: Regional Sales Manager
Email: tom.linehan@bitsight.com
Copy To: contracts@bitsight.com

Please feel free to contact me with any questions or concerns regarding the information within this memo.

Regards,


Mark Desautelle
Chief Customer Officer

MAIN SUBSCRIPTION TERMS AND CONDITIONS

These Main Subscription Terms and Conditions (including all exhibits and attachments referenced herein, this “**Agreement**”) is made as of [REDACTED], 202[REDACTED] (the “**Effective Date**”) by and between BitSight Technologies, Inc. (“**BitSight**”), a Delaware corporation having a principal place of business at 111 Huntington Ave., Suite 2010, Boston, MA 02199, and [REDACTED], a [REDACTED] [corporation/limited liability company] having a principal place of business at [REDACTED] (“**Customer**”) with respect to one or more of the BitSight services, including the BitSight Monitoring Services (the “**BitSight Services**”).

BACKGROUND

BitSight has developed proprietary methodologies and technology for assessing information security risk of organizations (the “**BitSight Technology**”). Customer desires to purchase, access or subscribe to one or more of the BitSight Services and BitSight accepts such engagement by Customer subject to the terms and conditions described in this Agreement. BitSight and Customer are each referred to herein as a “**Party**” and together as the “**Parties.**” In consideration of the foregoing and the mutual covenants and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

SECTION 1 -- SERVICE

1.1 Services. BitSight will provide the Customer with access to the BitSight monitoring services through either the BitSight customer portal or the BitSight application programming interface and may provide related customer support, customer success and enablement services (the “**BitSight Monitoring Services**”) and any other BitSight Services set forth on an Order (defined below). BitSight may also make available as part of the BitSight Services certain third-party data, services or integrations (“**Third-Party Services**”), which may require separate or additional terms prior to access (e.g. governance risk and compliance (GRC), integrated risk management (IRM), third party assessment, security operations and various security point solution vendors).

1.2 Use of Services. A Customer shall be either an End User Customer or a Managed Service Customer for a particular purchase hereunder based on whether Customer is purchasing and using the services for its own internal business and security purposes (in which case Customer will be an “End User Customer”) or is purchasing and

using the services on behalf of its client (the “Subject Entity”) to be used for the Subject Entity’s business and security purposes (in which case Customer will be a “Managed Services Customer”). If Customer is a Managed Services Customer, Managed Services Customer will notify BitSight (or the applicable reseller) that it is a Managed Services Customer and the legal name and other reasonably requested information about each Subject Entity so that BitSight may create a separate managed services portal (a “Managed Services Portal”) for each Subject Entity.

1.2.1 End User Customer. Subject to the terms and conditions of this Agreement, and if purchasing and using the BitSight Services for its own internal and security purposes, BitSight hereby grants to End User Customer the nonexclusive and nontransferable right to access and use the BitSight Services only as follows: (i) access and use the BitSight Services solely for its internal business purposes; (ii) reproduce and store the information and data contained in the BitSight Services made available to and accessed by End User Customer (the “BitSight Data”) in one or more databases in its custody or control for analysis, manipulation, report preparation, or other lawful purposes, in each case for the purposes described in the immediately foregoing clause; (iii) provide and distribute to Users (defined below) internally in the ordinary course of End User Customer’s business reports, presentations and other materials that incorporate, use or display the BitSight Data of rated organizations or derivations therefrom; (iv) share with any third party, including publicly, any BitSight Data that relates exclusively to the End User Customer and End User Customer’s BitSight-provided industry sector rating; and (v) share the BitSight Data that relates exclusively to a rated organization with such organization via functionality provided in the BitSight Service for the purpose of initiating or maintaining a business relationship so long as such rated organization is a current

or prospective vendor/service provider, regulator, insured or affiliate (including any portfolio companies or potential acquisition or investment targets) of Customer. “Users” means individuals who are authorized by End User Customer to use the BitSight Services as permitted hereby and who have been supplied user identifications and passwords either by one of End User Customer’s administrative users or BitSight (at End User Customer’s request). Users may be End User Customer’s employees, contractors or consultants as long as the BitSight Services are being used for the sole benefit of the End User Customer and that such Users are subject to confidentiality obligations no less restrictive than those set forth herein. The BitSight Services permit administrative Users to set access levels on a User-by-User basis to ensure that each User has the desired level of access to the BitSight Data. End User Customer is responsible for maintaining the confidentiality and security of logins and passwords for the BitSight Services and for ensuring compliance with this Agreement, including Sections 1.2, 1.3 and 6 hereof, by any individuals or other users who it grants access to the BitSight Services.

1.2.2 Managed Services Customer.

a. **General.** Subject to the terms and conditions of this Agreement, if purchasing and using the BitSight Services for a Subject Entity’s internal and security purposes, BitSight hereby grants to Managed Services Customer the nonexclusive and nontransferable right to access and use the BitSight Services to provide its managed services, which will include support for the BitSight Services (collectively, the “**Managed Services**”), to a designated Subject Entity in the Managed Services Portal dedicated to such Subject Entity to be used only as follows: (i) access and use the BitSight Services solely for and on behalf of such Subject Entity for such Subject Entity’s internal business purposes on a per Subject Entity use basis (meaning that each Managed Services Portal and any BitSight Data set forth therein must be purchased for a single Subject Entity’s use and not shared among Subject Entities); (ii) reproduce and store the BitSight Data in one or more databases in its custody or control for analysis, manipulation, report preparation, or other lawful purposes, in each case for the purposes described in the immediately foregoing clause, (iii) provide and distribute to MS Users (defined below) and Subject Entities, in the ordinary course of Managed Services Customer’s business, reports, presentations and other materials that incorporate, use or display the BitSight Data of rated organizations or derivations therefrom for internal use by such Subject Entity only, (iv) share any BitSight Data regarding and limited to a

particular Subject Entity with such Subject Entity (including any materials created by an MS User and described in the immediately foregoing clause) and allow such Subject Entity to share such BitSight Data about itself with third parties, and (v) share the BitSight Data regarding and limited to a rated organization with such organization for the purpose of initiating or maintaining a business relationship via functionality provided in the BitSight Services. Managed Services Customer agrees that it is responsible for ensuring compliance with this Agreement by any individuals or other users who it grants access to the BitSight Services. “**MS Users**” means individuals who are authorized by Managed Services Customer to use the BitSight Monitoring Services as permitted hereby and who have been supplied user identifications and passwords by the applicable administrative user. MS Users may be Managed Services Customer’s or a Subject Entity’s employees, board members, contractors or consultants as long as the BitSight Services and BitSight Data are being used solely to provide the Company Managed Services to a Subject Entity (in the case of MS User) or to receive the benefit of the Company Managed Services (in the case of Subject Entity) and that such MS Users are subject to confidentiality obligations no less restrictive than those set forth herein. Managed Services Customer will obtain consent from all of its Subject Entities that Managed Services Customer may access the BitSight account of such Subject Entity prior to any such access by Managed Services Customer or any MS User (such consent may be included in the Managed Services Customer terms of service or any other reasonable method).

b. **Subject Entities.** Subject Entities may access their specific Managed Services Portal as MS Users thereunder so long as they agree to the terms and conditions hereof as if they were an “End User Customer” hereunder. Managed Services Customer will be fully responsible for and liable to BitSight for any failure by a Subject Entity to comply with the obligations or restrictions set forth in this Section and any activity in the Managed Services Portal that violates the terms of this Agreement.

c. **Reporting.** Managed Services Customer will provide BitSight with all reasonably requested reports and other data in connection with the Managed Services.

1.3 Restrictions. As between the Parties, the BitSight Services, the BitSight Data, the databases that store such BitSight Data and the selection, arrangement, structure, organization and source code of all of the foregoing constitute valuable trade secrets of BitSight and

its licensors and suppliers. Notwithstanding anything in this Agreement to the contrary, Customer will not, and will not permit any third party or any Users or MS Users to (i) provide or make the BitSight Services or BitSight Data available to any third party, either for free or for consideration, except as expressly permitted by this Agreement, including Section 1.2; (ii) remove or alter any copyright, trademark or other notices included in the BitSight Services or the BitSight Data; (iii) use the BitSight Services or the BitSight Data except as expressly permitted in this Agreement; (iv) use the BitSight Services to publish or disclose any competitive benchmarking tests or analysis; (v) use the BitSight Services or BitSight Data in a manner that would violate applicable law, including, without limitation, using it to intentionally disparage, malign or impugn any third party, or to engage in or facilitate, whether on behalf of the Customer, the User, or any other person or entity, any transactions that are prohibited by the U.S. economic sanctions administered by the Office of Foreign Assets Control, U.S. Department of the Treasury or use it to engage in unauthorized access to any third party's network or systems or to disrupt the security, integrity or performance of the same; (vi) use the BitSight Services or BitSight Data to initiate any litigation or arbitration against any third party or to support any legal proceeding, arbitration or governmental investigation or proceeding, except as expressly permitted by Section 6.2; (vii) interfere with or disrupt the security, integrity or performance of the BitSight Services or BitSight Data; (viii) attempt to gain unauthorized access to the BitSight Services or its related systems or networks; (ix) access or use the BitSight Services or BitSight Data or any documentation in order to build or provide a competitive product or service or to share such information for the purpose of generating security products or services revenue; or (x) attempt to reverse engineer or decompile the BitSight Services.

SECTION 2 -- FEES AND PAYMENT

2.1 Fees. Unless the Customer is using the BitSight Services in connection with an “enable access” program or other free access program or Customer has purchased the BitSight Services via an authorized partner or reseller, Customer will pay the fees (the “Fees”) set forth in a quotation or an order form provided by BitSight (the “Order”). Except as otherwise specified herein or in an Order, payment obligations to BitSight are non-cancelable and fees paid are non-refundable. Any refunds provided hereunder will be made to the entity that paid the applicable Fee to BitSight and, if applicable, Customer will look solely to the authorized partner or reseller to recover the same.

2.2 Taxes. Customer will be responsible for all sales, use and other similar taxes resulting from Customer's purchase or use of the BitSight Services, other than taxes based on BitSight's income or revenues. Customer will not withhold any taxes from any amounts due to BitSight.

2.3 Payment Terms. Customer will pay in full the amounts set forth in any Order within 30 days of invoice receipt. Unless otherwise agreed to in writing by BitSight (including in an Order), (i) all payments hereunder will be made by bank wire transfer in accordance with instructions as may be provided by BitSight from time to time or by check drawn on a U.S. bank, and (ii) all payments hereunder will be free from all setoffs and made in U.S. dollars. If BitSight does not receive timely payment hereunder, it shall be deemed a material breach hereunder.

SECTION 3 -- REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Representations, Warranties, and Covenants. Each Party hereby represents, warrants and covenants to the other that: (a) it has and will have full right, power and authority to enter into and perform this Agreement and all of the transactions contemplated by this Agreement; and (b) no consent, approval, permit or order of any governmental authority or other entity is required in connection with the execution, delivery and performance of this Agreement by such Party. Customer further represents, warrants and covenants that (x) all account and other information supplied by Customer is and will be accurate in all material respects and if there is any material change in such information during the Term, Customer will advise BitSight of such change in writing, and (y) Customer will comply with all applicable laws in accessing and using the BitSight Services and the BitSight Data.

3.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3.1, BITSIGHT HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, ERROR FREE OPERATION, NON-INTRUSION DUE TO HACKING OR OTHER SIMILAR MEANS OF UNAUTHORIZED ACCESS AND NON-INFRINGEMENT. THE BITSIGHT SERVICE AND THE BITSIGHT DATA (INCLUDING ANY RECOMMENDATIONS OR FORECASTS) AND ANY THIRD-PARTY SERVICES PROVIDED

THEREWITH, ARE PROVIDED ON AN “**AS IS**” BASIS ONLY, WITHOUT ANY WARRANTIES WHATSOEVER, AND ARE SUBJECT TO CHANGE AT ANY TIME. CUSTOMER ASSUMES ALL RISK OF DAMAGE OR LOSS FROM RELYING UPON OR USING THE BITSIGHT SERVICE, THE BITSIGHT DATA, ANY RESULTANT DATA AND ANY THIRD-PARTY SERVICES PROVIDED THEREWITH. CUSTOMER ACKNOWLEDGES THAT THE BITSIGHT SERVICES REQUIRE A SUPPORTED BROWSER TO ACCESS THE BITSIGHT MONITORING SERVICES AND THAT ACCESS TO THIRD-PARTY SERVICES PROVIDED WITH THE BITSIGHT SERVICES MAY HAVE ADDITIONAL REQUIREMENTS.

SECTION 4 -- LIMITATION OF LIABILITY

4.1 UNLESS PROHIBITED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS SUPPLIERS, PARTNERS, RESELLERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS OR CONTRACTORS (“**RELATED PARTIES**”) BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST REVENUES, PROFITS OR DATA OR OTHER ECONOMIC LOSS) ARISING FROM ANY CAUSE OF ACTION OR LEGAL THEORY, INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY, FAILURE OF ESSENTIAL PURPOSE OR ANY OTHER ECONOMIC LOSSES, EVEN IF THE PARTY OR A RELATED PARTY HAS BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4.2 THE MAXIMUM LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT, TAKEN AS A WHOLE, FOR ANY AND ALL CLAIMS IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS FOR INDEMNIFICATION, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, WILL IN NO CIRCUMSTANCE EXCEED THE FEES PAID OR OWED TO BITSIGHT IN THE PAST TWELVE (12) MONTHS UNDER THIS AGREEMENT.

4.3 NOTWITHSTANDING THE FOREGOING, SECTIONS 4.1 AND 4.2 WILL NOT APPLY WITH RESPECT TO ANY CLAIMS BASED ON BREACHES

OF A PARTY’S OBLIGATIONS UNDER SECTION 1.2 (USE OF SERVICES), SECTION 1.3 (RESTRICTIONS) OR SECTION 6 (CONFIDENTIALITY).

SECTION 5 -- TERM AND TERMINATION

5.1 **Term.** This Agreement commences on the date Customer agrees to the terms hereof (the “**Effective Date**”) and, except for an “**enable access**” program or other free access program, it will continue until all subscriptions hereunder have expired or have been terminated and access to the BitSight Services has been terminated (such period, the “**Term**”). The term of any “**enable access**” program or other free access program will end when BitSight terminates access to the BitSight Services.

5.2 **Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Order or as agreed between the Customer and the applicable authorized partner or reseller and once the subscription terminates, access may be revoked. Except as otherwise specified in an Order, subscriptions purchased from BitSight directly will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is longer) at current list prices, unless either Party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term.

5.3 **Termination for Cause.** Either Party may immediately terminate this Agreement and any active Orders upon written notice if the other Party: (a) fails to cure a material breach of this Agreement within 30 calendar days after its receipt of written notice regarding such breach (if capable of cure); (b) becomes insolvent or commits an affirmative act of insolvency; (c) makes an assignment for the benefit of creditors or takes similar action; (d) files a voluntary bankruptcy or similar petition; (e) acquiesces to any involuntary bankruptcy or similar petition and such involuntary petition is not dismissed within 90 days; or (f) is adjudicated bankrupt or to similar effect. If Customer terminates this Agreement for cause only, BitSight will provide Customer with a pro rata refund of the pre-paid Fees actually paid to BitSight, as of the effective date of termination.

5.4 **Effects of Termination.** All provisions of this Agreement that reasonably may be interpreted or construed as surviving termination of this Agreement will survive the termination of this Agreement, including but not limited to the obligation to pay any accrued but unpaid fees and Sections 3, 4, 5.4, 6 and 7. In addition, after the

Term, access to the BitSight Services will be revoked but Customer may retain and store, in any medium (including, but not limited to, electronic storage) any reports that include any BitSight Data that was properly acquired under this Agreement prior to expiration or termination of this Agreement, for use by Customer only as permitted in Sections 1.2 and 1.3.

SECTION 6 -- CONFIDENTIALITY

6.1 Confidential Information. As used in this Agreement, “**Confidential Information**” means all information of either Party, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to the technology, strategic partners, customers, business plans, promotional and marketing activities, finances and other business affairs of such Party), that is disclosed by the disclosing Party to the receiving Party or that is otherwise learned by the receiving Party in the course of its discussions or business dealings with, or its physical or electronic access to the premises of or services of, the disclosing Party, and that has been identified as being proprietary and/or confidential or that the receiving Party by the nature of the circumstances surrounding the disclosure or receipt ought to know should be treated as proprietary and confidential. For the avoidance of doubt, (a) Confidential Information of Customer consists of the list of organizations that Customer is monitoring and the User or MS User information included in the administrative portal, and (b) Confidential Information of BitSight includes, without limitation, the BitSight Services and the BitSight Data, and the terms, conditions and pricing of this Agreement. Each Party will use reasonable care to hold the other Party’s Confidential Information in confidence and will not disclose such Confidential Information to anyone other than to its employees, board members, legal counsel, accountants, partners, contractors or consultants as long as they need to know the information and who are subject to confidentiality obligations no less restrictive than those set forth herein. A Party that receives the other Party’s Confidential Information will not use such information for any purpose other than as reasonably required to perform pursuant to this Agreement.

6.2 Exceptions. The definition of Confidential Information shall not include any information that the receiving Party can demonstrate through written documentation was already known to the receiving Party prior to its disclosure to the receiving Party, was or becomes known or generally available to the public (other than by act of the receiving Party), is disclosed or made available in writing to the receiving Party without an

obligation of confidentiality by a third-party having a bona fide right to do so, is independently developed by receiving Party without the use of any of the other Party’s Confidential Information, or, in the case of Customer, is intended to be made available to third parties as part of the BitSight Service (such as annotations marked “**public**” by Customer that explain aspects of its rating, or information provided by Customer to create, correct or update its rated IP addresses or domains). In addition, either Party shall be permitted to disclose Confidential Information, as required to be disclosed to a regulator or by compulsory process of law, provided that the receiving Party will notify the disclosing Party promptly upon any request or demand for such disclosure and shall cooperate with the disclosing Party to preclude or minimize any such disclosure.

6.3 Injunctive Relief. The Parties acknowledge that any breach of this Section 6 may cause immediate and irreparable injury to the non-breaching Party and that monetary damages may be inadequate to compensate the non-breaching Party for such breach. Having acknowledged the foregoing, the Parties agree that, in the event of such breach, the non-breaching Party will be entitled to seek injunctive relief, without the need to post bond, in addition to all other remedies available to it at law or in equity. This Section in no way limits the liability or damages that may be assessed against the breaching Party in the event of a breach of any of the provisions of this Section 6.

SECTION 7 -- MISCELLANEOUS

7.1 Notices. Any notice or other communication under this Agreement given by any Party to any other Party will be in English, in writing and will be deemed properly given when sent to the intended recipient by U.S. mail, certified letter, receipted commercial courier or e-mail transmission. Any such notices to BitSight will be sent to 111 Huntington Avenue, Suite 2010, Boston, MA 02199 with a copy sent to contracts@bitsight.com and any such notices to Customer shall be to the Customer email or other address set forth in the Order or to the email address of any then-current Customer administrative users. Either Party may from time to time change such address by giving the other Party notice of such change in accordance with this Section.

7.2 Ownership Rights. Except for the rights granted hereunder, all rights, title and interests, including, but not limited to, all worldwide patent, copyright, trademark, trade secret and any other rights in and to the BitSight Services, the BitSight Data, the BitSight Technology, BitSight’s Confidential Information and BitSight’s

trademarks and service marks (including its logos) are retained by BitSight and its licensors. For the avoidance of doubt, BitSight may derive aggregate and anonymous data from any use of the BitSight Services or Third-Party Services and BitSight retains all rights, title and interest in and to any such information and data. Customer will not do, or cause to be done, any acts or things contesting or in any way impairing or tending to impair any portion of the right, title and interest of BitSight or its licensors in and to such intellectual property rights.

7.3 Publicity. Unless the Customer is using the BitSight Services in connection with an “enable access” program or other free access program, Customer agrees that BitSight may include its name and logo on its website and in external customer lists and presentations that may be published as part of BitSight’s marketing and promotional efforts. BitSight will remove Customer’s name and/or logo from its marketing website and other marketing materials upon request at any time to contracts@bitsight.com.

7.4 Annotations and Feedback. Customer may from time to time elect to provide suggestions, annotations (such as annotations that explain aspects of its rating, or information that corrects or updates its rated IP addresses or domains), corrections, information, comments (including for enhancements, functionality or clarification) or other feedback (“**Customer Feedback**”) to BitSight or other third parties working with BitSight. The Parties agree that such Customer Feedback will be given voluntarily, and Customer acknowledges and agrees that BitSight will own all right, title and interest in and to the Customer Feedback, all developments based upon such Customer Feedback and all intellectual property rights in and to the foregoing. Customer hereby assigns and, only to the extent that a present assignment cannot be made, does agree to assign, to BitSight all right, title and interest it may have in and to the Customer Feedback and all intellectual property rights thereto and will cooperate with BitSight as reasonably necessary in order to give full effect to such assignment.

7.5 Applicable Law. This Agreement and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), will be governed by, construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts (excluding its conflicts of laws principles). The United

Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under this Agreement. Any disputes arising from or relating to this Agreement will be resolved exclusively in the state or federal courts sitting in the Commonwealth of Massachusetts.

7.6 Assignment. Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party (which consent will not be unreasonably withheld), except that BitSight may, without the written consent of Customer assign its rights or delegate its duties under this Agreement to the surviving entity in a merger or consolidation or to a purchaser of all or substantially all the assets of its business. Any assignment or delegation in contravention of this provision will be null and void. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

7.7 Non-Waiver. The failure by either Party hereto at any time to require performance by the other Party or to claim a breach of any provision of this Agreement will not be construed as affecting any subsequent right to require the performance or to claim a breach with respect thereto.

7.8 Relationship of the Parties. BitSight is an independent contractor. The provisions of this Agreement will not be construed to establish any form of partnership, agency or other joint venture of any kind between Customer and BitSight, nor to constitute either Party as the agent, employee or legal representative of the other.

7.9 Force Majeure. If the performance by a Party of any of its obligations under this Agreement (other than payment obligations) will be interfered with by reason of any circumstances beyond the reasonable control of that Party, including without limitation, fire, explosion, acts of God, epidemic, pandemic, outbreak of infectious disease, war, revolution, terrorism, civil commotion, unavailability of supplies, or sources of energy or telecommunications, power failure, breakdown of machinery, labor strikes, slowdowns, picketing or boycotts, or governmental/administrative restrictions on the importation or exportation of products, then that Party will be excused from such performance while such circumstances exist and such additional period as may be reasonably necessary to allow that Party to resume its performance.

7.10 Severability; Cumulative Remedies. Any provision of this Agreement that is unenforceable will not cause any other remaining provision to be ineffective or invalid. Except as expressly set forth herein, the rights and remedies of the Parties will not be exclusive and are in addition to any other rights or remedies of the Parties existing in law or in equity.

7.11 Modification of Agreement. Except as set forth herein, no addition to or modification of this Agreement will be binding on either of the Parties hereto unless reduced to writing and executed by an authorized representative of each of the Parties.

7.12 Entire Agreement. This Agreement comprises all the terms, conditions and agreements of the Parties hereto with respect to the subject matter hereof and supersedes all previous negotiations, proposals, or agreements of any nature whatsoever between the Parties concerning the subject matter hereof. Any requirements, documents or terms and conditions that may be contained in any vendor portal, acknowledgement, purchase order or other form or platform Customer provides are specifically null and void.

7.13 Third-Party Beneficiaries. BitSight affiliates, underlying service providers, business partners and third-party suppliers and providers are expressly made third-party beneficiaries of this Agreement. Except as set forth in the immediately preceding sentence, nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective permitted successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

7.14 Expenses. In the event a dispute between the Parties hereunder with respect to this Agreement must be resolved by litigation or other proceedings or a Party must engage an attorney to enforce its rights hereunder, the prevailing Party will be entitled to receive reimbursement for all associated reasonable costs and expenses (including, without limitation, attorneys' fees) from the other Party, including without limitation on appeal and in insolvency and any other legal proceeding.

7.15 International Use and Privacy. Personal information (i.e., names and email addresses used for account creation) is not required to use the BitSight Services. If Customer chooses to provide personal information, it acknowledges that such personal information may be accessed by or transferred to BitSight in the United States and to its affiliates, service providers, consultants, partners and resellers that assist BitSight in

providing the BitSight Services elsewhere in the world as more fully described in the BitSight Privacy Policy (located at <https://www.bitsight.com/privacy-policy> and incorporated herein by reference). If Customer is subject to the General Data Protection Law ("GDPR"), Customer agrees and acknowledges that BitSight will process personal data under this Agreement in accordance with the BitSight Data Sharing Agreement located at <https://www.bitsight.com/dsa> and incorporated herein by reference. If providing BitSight with personal data will subject BitSight to data localization laws (i.e. require it to change where it hosts its products and services), Customer will ensure that all users use an email alias for account creation and will not provide BitSight with any such personally identifiable information.

7.16 Use of BitSight Logo. If Customer chooses to use the BitSight logos in the form made available by BitSight, either alone or with the BitSight-provided industry sector rating (the "BitSight Logo Data"), Customer (a) will use the BitSight Logo Data that relates exclusively to the Customer and Customer's BitSight-provided industry sector rating solely to notify third parties of its BitSight rating (including by publicly displaying such data on its websites) and all goodwill arising from the use of the BitSight Logo Data will inure to BitSight's benefit and (b) will not: (i) alter the BitSight Logo Data, including by removing any trademark notice or symbol; (ii) use the BitSight Logo Data other than as expressly permitted or in any way that misrepresents the BitSight Security Rating, is deceptive or misleading, or tarnishes or damages BitSight or its trademarks (including the BitSight Logo Data); or (iii) during the Term or thereafter, undertake any action that contests, challenges, infringes or impairs the validity, enforceability, scope of rights or title of BitSight in any the BitSight Logo Data or any mark that incorporates the BitSight Logo Data. The right to use the BitSight Logo Data is personal to Customer, non-exclusive, non-transferable, non-assignable, non-sublicensable, and revocable by BitSight at any time, and for any reason and, upon such revocation, Customer must immediately cease all use of the BitSight Logo Data.

7.17 Online Community. The BitSight Services may include an online customer collaboration community made available by BitSight (the "Customer Community"). If Customer chooses to engage in the Customer Community, Customer will act in compliance with laws and in a respectful manner and acknowledges that any information posted in the Customer Community will not be treated as Customer Confidential Information hereunder. BitSight may discontinue the Customer Community at any time.

7.18 Government Contracts. To the extent Customer is an entity of the United States federal government and to the extent any software is licensed hereunder, such software is “commercial computer software,” as that term is defined in Federal Acquisition Regulation (“**FAR**”) 2.101. In accordance with FAR 27.405-3, FAR 52.227-19, and/or Defense Federal Acquisition Regulation Supplement (“**DFARS**”) 227.7202-1, as applicable, any software or other products or services provided to the

Government are provided in accordance with BitSight’s standard commercial license.

7.19 Counterparts. This Agreement may be executed in multiple facsimile or original counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties, each acting under due and proper authority, have executed this Agreement as of the Effective Date.

BITSIGHT TECHNOLOGIES, INC.

Signature

Signature

Title

Title

Name

Name



CrowdStrike, Inc.
150 Mathilda Place
3rd Floor
Sunnyvale, CA 94086
www.crowdstrike.com
(888) 512-8906

3/3/2022

To Whom It May Concern,

This letter is to confirm that DLT Solutions, Inc. located
at 2411 Dulles Corner Park Suite 800 Herndon Virginia United States 20171 and
CrowdStrike, Inc. entered into a Master Partner Agreement with Resale Addendum dated 11/14/2017
(the "Reseller Agreement"). Under the Reseller Agreement, DLT Solutions, Inc.
is authorized to market and sell CrowdStrike products and services to customers located in:
Canada;United States

This information is accurate as of the date of this letter, but subject to change without notice.

Sincerely,

Michael Rogers

Michael Rogers
VP, WW Alliances | CrowdStrike, Inc.
alliances_operations@crowdstrike.com

**CrowdStrike Terms and Conditions
GOVERNMENT CUSTOMER**

These Terms and Conditions by and between CrowdStrike Services, Inc., and CrowdStrike, Inc., each a Delaware corporation (collectively, "CrowdStrike") with their principal place of business at 150 Mathilda Place, 3rd Floor, Sunnyvale, CA 94086 and the customer placing the Order under the prime Federal contract referenced in the Order ("Customer"), with a place of business as specified in such Order under the referenced prime contract is entered into as of the effective date of such Order (the "Effective Date").

These Terms and Conditions cover all CrowdStrike Products and Services (defined in Section 1); however, only the provisions for Products and Services that you use or Order apply to the parties.

1. DEFINITIONS.

1.1 "Affiliate" shall mean any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling).

1.2 "API" shall mean an application programming interface.

1.3 "Authorized Subcontractor" shall mean an individual or entity contractor that performs services for you and is subject to an obligation of confidentiality that includes confidential information obtained from another party (e.g., CrowdStrike).

1.4 "CrowdStrike Competitor" shall mean a person or entity in the business of Internet security products or services substantially similar to CrowdStrike's products or services.

1.5 "CrowdStrike Tools" shall mean the CrowdStrike proprietary software-as-a-service, software and/or hardware tools specified in a Statement of Work and used by CrowdStrike when conducting Professional Services. The Falcon Application may be used as a CrowdStrike Tool.

1.6 "Documentation" shall mean the end-user technical documentation that CrowdStrike supplies with the Products and Services. Advertising, proposals and marketing materials are not Documentation.

1.7 "Error" shall mean a reproducible failure of the Product(s) to perform in substantial conformity with the applicable Product Documentation.

1.8 "Execution Profile/Metric Data" shall mean the anonymous and/or aggregated tasks, commands, resources, and associated metadata derived from the Products.

1.9 "Falcon DNS" shall mean the CrowdStrike cloud-based DNS resolution product.

1.10 "Falcon Platform" shall mean the CrowdStrike cloud software referred to as the Falcon Platform and which may be more specifically described in an Order, including any updates that may be made available from time to time by CrowdStrike.

1.11 "Falcon Application" shall mean the CrowdStrike device application(s) and API's for the Falcon Platform specified in an Order (e.g., Falcon Host), including any updates that may be made available from time to time by CrowdStrike.

1.12 "Falcon Intelligence" shall mean the Falcon Intelligence product described in your Order and may include one or more of the following: (i) the CrowdStrike web portal that makes available strategic and technical reports ("Reports"), (ii) intelligence signatures/indicator data (which may be provided via an API), (iii) threat actor profiles (via an API or portal), and (iv) malware identification upon your submission, and any updates to the foregoing that may be made available from time to time by CrowdStrike.

1.14 "Internal Use" shall mean uses intended only to serve your information or operational needs (as distinguished from the needs of your business or government partners, suppliers, customers and affiliates (unless Affiliates are otherwise expressly allowed in these Terms and Conditions or an Order)), not to be used directly or indirectly to develop a substitute or competing product and, unless expressly stated otherwise in this Agreement, only to be seen by your officers and employees obligated to treat the Products as CrowdStrike confidential.

1.15 "Intellectual Property Rights" shall mean copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contractual rights of non-disclosure or any other intellectual property or proprietary rights, however arising, throughout the world.

1.16 "Limited External Audience Use" shall mean: (i) sharing with third parties who are not CrowdStrike Competitors and who are subject to an express obligation of confidentiality which would include or is regarding the shared information, and (ii) requires that the information not be accessible by, or distributed to, the general public.

1.17 "Order" shall mean: any and all delivery, task, purchase or other orders placed by a prime contractor for the Products with a reference to the CrowdStrike quote/order number and date..

1.18 "Personal Data" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity.

1.19 "Products" shall mean one or more of: the Falcon Applications, Falcon Intelligence, Falcon DNS, and/or the Falcon Platform as specified on your Order and to the extent expressly stated in a Statement of Work, the CrowdStrike Tools, and any applicable Documentation and all Intellectual Property Rights therein.

1.20 "Product Related Services" shall mean: (i) services provided through the CrowdStrike Operations Center, and/or (ii) technical support for the Products, either as listed or described in an Order and that typically accompany a Product.

1.21 "Professional Services" means consulting services as more fully described in a Statement of Work, for example, incident response, investigation and forensic services related to cyber security adversaries, tabletop exercises and next generation penetration tests related to cyber security.

1.22 "Reseller" shall mean a CrowdStrike designated reseller.

1.23 "Services" shall mean Professional Services and/or Product Related Services.

1.24 "Statement of Work" or "SOW" shall mean a mutually agreed upon and fully executed document describing the Professional Services, deliverables, fees, and expenses related thereto.

1.25 "Threat Actor Data" shall mean the malicious code, URL's, malware, commands, techniques, or other information of unauthorized third parties either provided by you to CrowdStrike or collected or discovered during the course of providing the Products and Services and does not identify you.

1.26 "You" or "Your" ("you" or "your") shall mean the Customer identified above.

2. CONTROLLING AGREEMENT.

2.1 This Agreement. These Terms and Conditions and the Order(s) (if any) are the entire agreement (this "Agreement") between you and CrowdStrike regarding the Products and Services. This Agreement supersedes all agreements, understandings, and communications, whether written or oral between you and CrowdStrike unless an officer of CrowdStrike executes such agreement. In such event, that agreement shall only supersede this Agreement to the extent such agreement conflicts with this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms and Conditions. Nothing in this Agreement modifies any terms and conditions between you and any prime contractor under which the Products and Services were ordered.

2.2 Orders and Taxes. Unless you are participating in a free beta test, evaluation, or demonstration, you or a Reseller must provide CrowdStrike with an Order as a condition to receiving the Products and Services that you ordered. The term of your Product license or Services is stated in the Order or as otherwise mutually agreed. Except as expressly provided in this Agreement or in the Reseller's prime contract, all Orders are non-cancellable. In the event of a permitted termination or cancellation all fees and other amounts you paid to CrowdStrike are non-refundable by CrowdStrike.

2.3 Your Forms. As between you and CrowdStrike, any terms and conditions in your purchase order, request for proposal or quotation, or a response to those documents are superseded by these Terms and Conditions. If a Reseller accepts your purchase order, the Reseller will be responsible for compliance with the terms of such purchase order. Except as set forth in a separate agreement with the Reseller, CrowdStrike is not accepting any terms and conditions from the prime contract or purchase order issued thereunder, In the event of any conflict between these Terms and Conditions and your purchase order, these Terms and Conditions shall prevail with respect to you and CrowdStrike. Nothing in this Agreement modifies your prime contract with Reseller.

2.4 Reseller Forms. A Reseller may place an Order with CrowdStrike and resell the Products or Services to you. Any Order from a Reseller is subject to these Terms and Conditions and they are passed on to you. CrowdStrike is not obligated under any Reseller's agreement with you unless an officer of CrowdStrike executes the agreement.

2.5 Third Party Agreements. Certain third party services, software or hardware (for example, Internet service and computers) will be necessary or desirable to access and utilize the Products and Services from your chosen location. You are responsible for obtaining and maintaining these services, software and hardware and abiding by the third party agreements. CrowdStrike shall not be responsible or liable in the event services, software or hardware provided by third parties limits or prohibits access or utilization of the Products or Services.

3. LICENSE GRANT.

3.1 Limited License. This Section 3.1 and each of its subsections only apply to the extent you are using the specific Product identified below. The Products are licensed, not sold and subject to this Agreement. Subject to the terms of this Agreement, CrowdStrike grants you a non-exclusive, non-transferable (except as provided in the Section entitled Assignment), non-sublicensable license to use the Products as set forth below:

3.1.1 Falcon Platform and Applications. During evaluation or after purchase, you may use the Falcon Platform and Falcon Applications for Internal Use for the mutually agreed upon period. You may simultaneously install and run multiple copies of the Falcon Applications up to the number of licensed devices: (i) approved by CrowdStrike during your evaluation, or (ii) after purchase, indicated in your Order. After purchase, your Authorized Subcontractors may use the Falcon Platform and Falcon Applications on your devices solely for your benefit and subject to these Terms and Conditions.

3.1.2 Falcon DNS. During evaluation or after purchase, you may use Falcon DNS for Internal Use up to the number of serviced devices for the mutually agreed upon period: (i) approved by CrowdStrike during your evaluation, or (ii) after purchase, indicated in your Order. Due to the hierarchical nature of the global DNS system, CrowdStrike shall not be responsible for upstream server blocks or failures outside CrowdStrike's control or influence.

3.1.3 Falcon Intelligence. During an evaluation, for Internal Use only for the mutually agreed upon period. After purchase, you may for the period of time mutually agreed upon use: (i) Falcon Intelligence for your Internal Use, and (ii) Falcon Intelligence Reports for Limited External Audience Use subject to the next sentence. The use under (i) and (ii) includes the right to quote or paraphrase individual sentences or occasional paragraphs from Reports (not to exceed 1500 characters in total from any individual Report) in your works for Internal Use or for Limited External Audience Use so long as CrowdStrike is given prominent attribution ("Copyright CrowdStrike, Inc. _____ [year]") as the author of the content that is shared.

3.1.4 Falcon Malware Search. Malware Search is a large scale system capable of indexing large collections of malware samples with byte granularity in a file-type agnostic manner. Malware Search is limited to the number of searches per month indicated in your Order.

3.1.5 CrowdStrike Tools. During a Professional Services engagement, CrowdStrike may provide you with one or more of the CrowdStrike Tools as specified in the applicable Statement of Work. During such time, you and your Affiliates may use the CrowdStrike Tools for Internal Use to the extent provided for in the Statement of Work.

3.2 Restrictions. You may not access or use the Products: (i) if you are a CrowdStrike Competitor or on behalf of a CrowdStrike Competitor, or (ii) to perform any competitive analysis on the Products. You shall not (a) alter, publicly display, translate, create derivative works of or otherwise modify the Products; (b) sublicense, distribute or otherwise transfer the Products to any third party (except as expressly provided in the Section entitled Assignment and Limited License); (c) allow third parties to access or use the Products (except as expressly provided for in the Section entitled Limited License); (d) create public Internet "links" to the Products or "frame" or "mirror" any content on any other server or wireless or Internet-based device; (e) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Products, circumvent their functions, or attempt to gain unauthorized access to the Products or their related systems or networks; or (f) use the Products to circumvent the security of another party's network/information. You agree to use the Products in accordance with applicable laws, rules and regulations (collectively, "Laws") and acknowledge that you are solely responsible for determining whether a particular use of the Products is compliant with such Laws.

3.3 Installation and User Accounts. You are responsible for installing the Falcon Applications unless you purchase installation services from CrowdStrike or a CrowdStrike approved third party pursuant to a separate agreement. You are responsible for all activity occurring under your user accounts for the Products; including the acts or omissions of your Authorized Subcontractors. You shall notify CrowdStrike if you learn of any unauthorized use of a user account or password.

3.4 Third Party Software. CrowdStrike uses certain third party software in its Products and Services, including what is commonly referred to as open source software..

4. SERVICES.

4.1 Professional Services. Professional Services will commence on a mutually agreed upon date. Estimates provided for Professional Services performed on a time and material basis are estimates only and not a guaranteed time of completion. Professional Services performed on a fixed fee basis are limited to the scope of services stated in the Order. Professional Services hours prepaid under a retainer must be used within one year from the date of the Order. Additional blocks of hours purchased under the retainer will expire one year from the date of the corresponding Order for additional hours.

4.2 Product Related Services. Product Related Services as listed or described in an Order may accompany certain Products for the term agreed to in the Order. You understand and agree that Product Related Services provided on a 24x7 basis may be provided by CrowdStrike personnel located in a country other than your country of origin.

4.3 Work Product. The Services do not constitute works for hire. You agree that relative to you, CrowdStrike exclusively owns any and all object code, source code, flow charts, documentation, adversary information, report templates, know-how, techniques, CrowdStrike trademarks, ideas and any and all works and other materials developed hereunder excluding any of your Confidential Information (collectively, the "Work Product") and that title thereto shall remain with CrowdStrike. All Intellectual Property Rights in the Work Product are and shall remain entirely in CrowdStrike. Upon payment in full of the amounts due under the prime contract Order, you shall have a perpetual, non-transferable, non-exclusive license to use any deliverables specified as such in a Professional Services Order for its internal business purposes. Nothing herein shall transfer ownership of any of your Intellectual Property Rights to CrowdStrike.

4.4 Change Orders. Unless otherwise stated in the Order, any change to the scope of Services effecting price, payment terms or delivery dates will be agreed upon in writing by both parties in advance of the change, and documented as an amendment to the applicable Order. An extension or addition of hours to an Order with time and materials Services may be approved by an email from your technical contact.

5. DATA COLLECTION AND USE.

5.1 Falcon Applications and Platform. The Falcon Platform uses a crowd-sourced environment, for the benefit of all customers, to protect customers against suspicious and potentially destructive activities. The Falcon Application(s) and the Falcon Platform detect and track hackers by collecting and analyzing data that includes, but is not limited to, systems files, log files; dll files; login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Subject to the Section entitled Confidentiality, CrowdStrike uses the data to analyze, characterize, attribute, warn of, and/or respond to threats against you and other customers, and to analyze trends and to optimize the functionality of CrowdStrike's products and services. While using the Falcon Platform and Falcon Applications you may have the option to upload (by submission, configuration, and/or by CrowdStrike personnel retrieval) files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable.

5.2 Falcon Intelligence. While using Falcon Intelligence you have the option to upload files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable.

5.3 Personal Data. Personal Data may be collected and used during the provisioning and use of the Products and Services but solely in accordance with your instructions which includes carrying out and administering this Agreement and the parties' business relationship. CrowdStrike will maintain appropriate technical and organizational security measures commensurate with the sensitivity of the Personal Data processed by it on your behalf that are designed to protect such Personal Data against unauthorized or unlawful use. You confirm that you have obtained all necessary consents and authorizations for the lawful processing of Personal Data by CrowdStrike, before passing Personal Data to CrowdStrike. You authorize CrowdStrike to collect, use, store and transfer the Personal Data that you provide to CrowdStrike as contemplated in this Agreement. CrowdStrike complies with the EU-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of Personal Data from European Union member countries. In addition, CrowdStrike complies with the U.S. - Swiss Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Data from Switzerland.

5.4 Updates and Feedback. CrowdStrike provides automatic updates to its Products and Services, which remain subject to this Agreement. CrowdStrike may collect information regarding the use of its web portals to analyze trends, secure, operate and improve its products and services. Any feedback or suggestions that you provide to CrowdStrike regarding its products and services will be treated by CrowdStrike as non-proprietary to you, and may be used by CrowdStrike for any purpose

without acknowledgement or compensation; provided, you will not be identified publicly as the source of the feedback or suggestion.

6. CONFIDENTIALITY.

6.1 Definitions. In connection with this Agreement, each party ("Recipient") may be exposed to or acquire Confidential Information of the other party ("Discloser") or third parties to whom Discloser has a duty of confidentiality. "Confidential Information" means non-public information in any form and regardless of the method of acquisition that the Discloser designates as confidential to Recipient or should be reasonably known by the Recipient to be Confidential Information due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of this Agreement); (ii) previously known to Recipient without an obligation of confidentiality and demonstrable by the Recipient; (iii) independently developed by Recipient without use of Discloser's Confidential Information; (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality; (v) Threat Actor Data; and (vi) Execution Profile/Metric Data.

6.2 Restrictions on Use. Except as allowed in the Section entitled Exceptions, Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, agents and contractors, including without limitation, counsel, accountants and advisors (collectively, "Representatives"), its Affiliates and their Representatives who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser's Confidential Information for any purpose other than: (i) to carry out the terms of this Agreement, (ii) as set forth in this Agreement, including but not limited to the Section entitled Data Collection and Use and (iii) to further the parties' business relationship. Recipient shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Discloser's Confidential Information. Recipient shall promptly notify Discloser of any breach of this provision that it becomes aware, and in any event, shall be responsible for any breach of this provision by any of its Affiliates, Representatives or Affiliates' Representatives.

6.3 Exceptions. Recipient may disclose Discloser's Confidential Information: (i) to the extent required by applicable law or regulation, or (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction, or (iii) in connection with any regulatory report, audit or inquiry, or (iv) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall give the Discloser prompt written notice of such requirement or request prior to such disclosure and reasonable assistance (at Discloser's expense) in obtaining an order protecting the information from public disclosure. You understand and agree that CrowdStrike may make these Terms and Conditions publicly available without identifying any party who has agreed to them. Orders are the Confidential Information of both parties. Notwithstanding the foregoing exceptions for law, regulation and other regulatory requirements, the Confidential Information is exempt from release under the Freedom of Information Act, 5 USC §552(b)(4) and is protected under the Federal Trade Secrets Act, 18 USC §1905 and is not disclosable.

6.4 Return or Destruction. Upon Discloser's written request, Recipient shall use commercially reasonable efforts to either return or destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that: (i) they are required to keep for compliance purposes under a document retention policy or as required by applicable law, professional standards, a court, or regulatory agency; or (b) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security or disaster recovery systems or procedures; provided, however, that any such retained information shall remain subject to this Agreement. If Recipient elects to destroy Discloser's Confidential Information (subject to any retention rights provided in this Agreement), Discloser may request that Recipient provide it with written confirmation of destruction in compliance with this provision.

6.5 Equitable Relief. Each party acknowledges that a breach of this Section (Confidentiality) shall cause the other party irreparable injury and damage. Therefore, each party agrees that, unless prohibited by Federal procurement law, those breaches may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond.

7. YOUR REPRESENTATIONS.

7.1 Cooperation and Consent. You shall provide all requested information, access and full, good faith cooperation reasonably necessary to facilitate the Services or Product delivery. If you fail or delay in your performance of any of the foregoing, CrowdStrike shall be relieved of its obligations hereunder to the extent such obligations are dependent on such

performance. You represent and warrant that: (i) it owns/leases and controls, directly or indirectly, all of the premises, software and computer systems ("Facilities") that will be accessed to provide the Products and Services, or that all such Facilities are provided for your use by a third party, (ii) you have authorized CrowdStrike to access such Facilities to perform under this Agreement, (iii) you have full power and authority to engage and direct CrowdStrike to access such Facilities and to conduct the Services and Products, and (iv) except as has been obtained previously, no consent, approval, authorization or other notice to a third party (including but not limited to employees, contractors, sub-contractors, and other entities with access to your Facilities) are required in connection with CrowdStrike's performance under this Agreement.

8. LIMITED WARRANTY.

8.1 No Warranty for Free Usage. If the Products and Services are provided to you at no cost, the Products and Services are provided AS-IS WITHOUT WARRANTY OF ANY KIND. Any Products or Services provided in a beta form are experimental and shall not create any obligation for CrowdStrike to continue to develop, productize, support, repair, offer for sale or in any other way continue to provide or develop the Products or Services.

8.2 Warranty for Paid Users. If you have paid the applicable fee for the Products and/or Services, CrowdStrike warrants to you and for your sole benefit that, subject to the Section entitled Exclusions: (i) the Products when used as permitted under this Agreement and in accordance with the Documentation, will operate substantially without Error; (ii) that CrowdStrike has used industry standard techniques to prevent the Products at the time of delivery from injecting malicious software viruses into your devices where the Products are installed; and (iii) that it will perform the Services in a professional manner consistent with industry standards.

8.3 Exclusions. There is no warranty of any kind for the Malware Search Product. Your access to and use of the Malware Search Product is at your own risk. You understand and agree that the Malware Search Product is provided to you on an "AS IS" and "AS AVAILABLE" basis. In addition, CrowdStrike will have no obligation to correct, and CrowdStrike makes no warranty with respect to, Errors caused by: (a) improper installation of the Products; (b) changes that you have made to the Products; (c) use of the Products in a manner inconsistent with the Documentation; (d) any part or feature of the Products in a beta or test phase. If any part of the Products references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided either for its intelligence value or as a convenience only. CrowdStrike has no responsibility for third party content and does not endorse, authorize, approve, certify, maintain, or control them and does not guarantee the accuracy, completeness, efficacy or timeliness of the information located within them. CrowdStrike does not endorse any third party services, products or content.

8.4 Remedy for Errors. For Errors reported to CrowdStrike during the period of your paid subscription, your exclusive remedy and CrowdStrike's sole liability for breach of this warranty is that CrowdStrike shall, at its own expense do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate your access to the Products and refund the pre-paid fee paid to CrowdStrike prorated for the remainder of your then current subscription term. CrowdStrike shall have no obligation regarding Errors reported, or returns made, after the subscription term.

8.5 Remedy for Deficient Services. If during the period the Services are being performed or within 30 days after the conclusion of the Services (the "Warranty Period"), you provide CrowdStrike written notice of a non-conformity with the warranty, CrowdStrike shall use commercially reasonable efforts to correct and re-perform the Services in a manner that does conform to the warranty. Notwithstanding any other exclusions or limitation of damages included in this Agreement, in the event of any claim by you regarding the Services, your exclusive remedy, and CrowdStrike's total liability, shall be the re-performance of the Services. If CrowdStrike fails to re-perform the Services as warranted, your exclusive remedy shall be the fees paid to CrowdStrike for the deficient Services.

8.6 No Guarantee. YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE OR DISCOVER ALL OF YOUR SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR. YOU AGREE NOT TO REPRESENT TO ANY THIRD PARTY THAT CROWDSTRIKE HAS PROVIDED SUCH GUARANTEE OR WARRANTY.

8.7 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTY IN THE SECTION ENTITLED LIMITED WARRANTY, CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULT, EFFORT, TITLE AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT THE PRODUCTS OR SERVICES WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.

8.8 DISCLAIMER FOR MALWARE SEARCH. CROWDSTRIKE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR ACCESS TO OR USE OF THE MALWARE SEARCH PRODUCT OR ANY THIRD PARTY CONTENT OR WEBSITES.

9. INFRINGEMENT INDEMNIFICATION.

9.1 CrowdStrike's Obligation. Subject to the Sections entitled Conditions and Exclusions, if a third party makes a claim against you alleging that the Products or Services infringe any U.S. patent or copyright registered or issued as of the start date of your subscription, CrowdStrike shall: (a) pay all reasonable costs to defend you; and (b) pay any damages assessed against you in a final judgment by a court of competent jurisdiction or any settlement that CrowdStrike has agreed upon with such third party.

9.2 Conditions. CrowdStrike shall be obligated to pay these costs only if you: (a) notify CrowdStrike promptly in writing of any such claim; (b) give CrowdStrike full information and assistance in settling and/or defending the claim; and (c) except as prohibited by 28 USC §516, give CrowdStrike full authority and control of the defense and settlement of any such claim. You may also participate in the defense at your own expense.

9.3 Exclusions. CrowdStrike shall not be liable for: (a) any costs or expenses incurred by you without CrowdStrike's prior written authorization; (b) any use of the Products or Services not in accordance with this Agreement or the Documentation; (c) for any claim based on the use or a combination of the Products or Services with any other process, software, firmware, hardware or data not provided or approved by CrowdStrike; (d) use of any version of the Products or Services other than the most current version made available to you; or (e) any alterations or modification of the Products or Services by any person other than CrowdStrike or its authorized agents.

9.4. Remedy. In the event CrowdStrike is required, or in CrowdStrike's sole opinion is likely to be required, to indemnify you under the Section entitled CrowdStrike's Obligation, CrowdStrike shall do one of the following: (a) obtain the right for you to continue using the Products or Services; (b) replace or modify the Products or Services with a functional equivalent that is non-infringing; or (c) terminate the subscription to the Products or Services and this Agreement and refund any fee CrowdStrike received, prorated over the remainder of the then current subscription term.

9.5 Exclusive Remedy. THE PROVISIONS OF THIS SECTION (INFRINGEMENT INDEMNIFICATION) SET FORTH CROWDSTRIKE'S SOLE AND EXCLUSIVE OBLIGATIONS, AND YOUR SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND. EXCEPT AS SET FORTH ABOVE, CROWDSTRIKE AND ITS SUPPLIERS DISCLAIM ALL IMPLIED OBLIGATIONS WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION.

10. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: CROWDSTRIKE AND ITS AFFILIATES SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES, UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, PERSONAL INJURY, FOR LOSS OF PRIVACY, NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, EVEN IF CROWDSTRIKE KNOWS OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

CROWDSTRIKE'S AND ITS AFFILIATES' TOTAL CUMULATIVE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES YOU PAID FOR THE PRODUCT(S) OR SERVICE(S) AT ISSUE REGARDLESS OF THE CAUSE OR FORM OF ACTION. THIS SECTION SHALL APPLY EVEN IF YOUR EXCLUSIVE REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CROWDSTRIKE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

THE PRODUCTS AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THE PRODUCTS OR SERVICES ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

11. EXPORT RESTRICTIONS. You acknowledge that the Products and Services are subject to export restrictions by the United States government and import restrictions by certain foreign governments. You shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Products or Services or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders (Denied Persons List) or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You warrant that you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Products and Services are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

12. U.S. GOVERNMENT END USERS. The Products and Services are "commercial items" as that term is defined at FAR 2.101. If Customer is the US Federal Government (Government) Executive Agency (as defined in FAR 2.101), CrowdStrike provides the Products and Services, including any related technical data, and/or professional services in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with CrowdStrike to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written and signed addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Products and Services and stop any use of, and return or destroy, the Products and Services and any other software or technical data delivered as part of the Products and Services to CrowdStrike. This U.S. Government Rights clause in this Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

13. TERMINATION.

13.1 Termination. If you are using the Products and Services pursuant to a beta test, evaluation or demonstration, the term of this Agreement and the duration of your use shall be in CrowdStrike's sole discretion with the understanding that you can stop using the Products and Services at any time. If you violate this Agreement or fail to pay CrowdStrike on time, in addition to all other rights and remedies that CrowdStrike may have at law or in equity, CrowdStrike may, without terminating this Agreement, and in its sole discretion and without further notice to you, suspend your access to the Products and Services. Either one of us may terminate this Agreement if the other party breaches a material obligation under this Agreement and such party does not dispute that the breach occurred and such breach continues uncured or, without a mutually agreed plan for a cure, for a period of thirty (30) days after written notice to the breaching party. Upon termination of this Agreement for any reason: (a) all license rights granted in this Agreement will immediately terminate and your access to the Products and Services will end, and (b) you must promptly stop all use of the Products and Services. Any disputed breach will be subject to the Contract Disputes Act.

13.2 Survival. The Sections entitled Controlling Agreement, Restrictions, Data Collection and Use, Confidentiality, Your Representations and Indemnification, Limited Warranty, Limitation of Liability, Termination, Survival, Assignment, Relationship, Governing Law and Venue, Equitable Relief and Severability shall survive the expiration or termination of this Agreement.

14. GENERAL.

14.1 Assignment. You may not assign or transfer this Agreement without the prior written consent of CrowdStrike;. You shall provide written notice to CrowdStrike of any such assignment upon consummation of the assignment. Any attempted assignment or transfer in violation of the foregoing will be void. Subject to the requirements of FAR 42.12, at any time, CrowdStrike may assign its rights or delegate its obligations under this Agreement without notice or consent.

14.2 Relationship. The parties are independent contractors under this Agreement, and nothing contained herein shall be construed as creating any agency, partnership, employment, or other form of joint enterprise between the parties. Nothing contained in this Agreement will be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) create a principal-agent or employer-employee relationship, or (iii) give either party the authority to bind the other party to any contract with a third party.

14.3 Subcontractors. Unless otherwise specified in a Statement of Work, we may use third party subcontractors and/or our Affiliates in the performance of this Agreement. CrowdStrike shall be responsible for its subcontractors and Affiliates complying with this Agreement.

14.4 Governing Law and Venue. The laws of the United States govern this Agreement if between a U.S. Government agency and CrowdStrike. If there is no applicable U.S. Federal law, the laws of the State of California govern this Agreement. For all other Customers, the laws of the State of California govern this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Except if the Customer is a U.S. Federal agency, any action or proceeding arising from or relating to this Agreement must be brought exclusively in a federal or state court seated in Orange County, California, and in no other venue. Except if the Customer is a U.S. Federal agency, each party irrevocably consents to the personal jurisdiction and venue in, and agrees to service of process issued by, any such court. Notwithstanding the foregoing, CrowdStrike reserves the right to file a suit or action in any court of competent jurisdiction as CrowdStrike deems necessary to protect its intellectual property and proprietary rights and to recoup any unpaid fees.

14.5 Equitable Relief. You agree that the Products and Services contains CrowdStrike's valuable trade secrets and proprietary information and that any actual or threatened disclosure or misappropriation of such information would constitute immediate, irreparable harm to CrowdStrike for which monetary damages would be an inadequate remedy. Therefore, in addition to any other rights and remedies that may be available to CrowdStrike at law or in equity, any such actual or threatened disclosure may be stopped through injunctive proceedings without the posting of a bond.

14.6 Waivers and Amendments. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. This Agreement may be amended only by a written document signed by you and CrowdStrike.

14.7 Severability. If any provision of this Agreement is held by a court to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

14.8 Force Majeure and Availability. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including the Internet or other networked environment), power or other utility, labor problem, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care. You acknowledge and agree that the Products and Services are subject to downtime for routine and emergency maintenance and no refunds or credits will be provided for such service unavailability.



14.9 Signatures. These Terms and Conditions may be executed in two counterparts, each of which will be considered an original but all of which together will constitute one agreement. Any signature delivered by electronic means shall be treated for all purposes as an original. Each of the parties below represents and warrants that the signatory is duly authorized to execute and deliver this Agreement and each of CrowdStrike and Customer agrees to be bound hereby.

BY THE SIGNATURES BELOW THESE TERMS AND CONDITIONS ARE AGREED AS OF THE EFFECTIVE DATE:

**CROWDSTRIKE SERVICES, INC.
CROWDSTRIKE, INC.**

By: _____

Name: _____

Title: _____

Date: _____

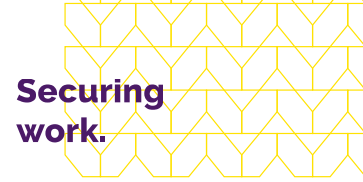
(CUSTOMER)

By: _____

Name: _____

Title: _____

Date: _____



menlosecurity.com

March 4, 2022

David Robbins

The Cooperative Council of Governments on Behalf of Equalis Group

6001 Cochran Road, Suite 333

Cleveland, Ohio 44139

Re: RFP COG-2127 for Cybersecurity Products & Services

Dear Mr. Robbins,

This letter confirms that DLT Solutions, LLC at principal business address 2411 Dulles Corner Park #800, Herndon VA 20171 is an authorized reseller of Menlo Security, Inc. products.

As an authorized reseller, DLT is authorized to quote and sell products, training, maintenance, and professional services, as applicable, that are offered by Menlo Security, Inc. to all public sector customers and may sell such products under the terms and conditions of the CCOG/Equalis contract.

Verification requests and questions regarding DLT's status and eligibility may be referred to the following contact person:

J. Mark Loving

Manager, Public Sector Channels

(571) 218-9558

mark.loving@menlosecurity.com

Regards,

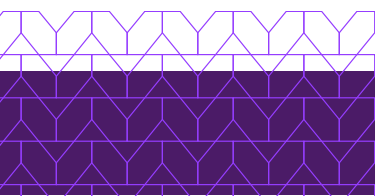
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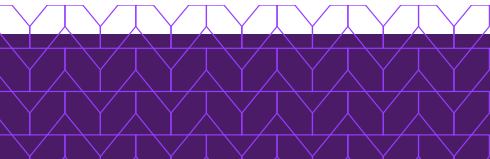
Head of Legal





menlosecurity.com

Menlo Security, Inc.





Menlo Security End User License Agreement

This End User License Agreement (“EULA”) between You and Menlo Security, Inc. (“Menlo Security”) sets forth the terms and conditions that govern Your use of the Menlo Security Software and Cloud Services (collectively, the “Menlo Security Technology”). Definitions of capitalized terms are set forth in Section 12 (Definitions).

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY (A) DOWNLOADING, INSTALLING, ACCESSING, DEPLOYING, OR USING THE MENLO SECURITY TECHNOLOGY, OR (B) BY YOUR EXPRESS AGREEMENT. IF YOU DO NOT HAVE THE AUTHORITY TO ENTER INTO THIS EULA OR YOU DO NOT AGREE WITH ITS TERMS, DO NOT USE THE MENLO SECURITY TECHNOLOGY. IF YOU PROCEED WITH DOWNLOAD, INSTALLATION, ACCESS, DEPLOYMENT, OR USE, YOU ARE REPRESENTING AND WARRANTING THAT YOU HAVE AUTHORITY TO ENTER INTO THIS EULA. THIS PARAGRAPH DOES NOT APPLY WHERE YOU HAVE EXPRESSLY AGREED TO SEPARATE END USER LICENSE TERMS WITH MENLO SECURITY EITHER DIRECTLY OR AS PART OF A TRANSACTION WITH AN APPROVED PARTNER.

SECTION 1. USE OF THE MENLO SECURITY TECHNOLOGY

- 1.1 LICENSE GRANT.** Subject to the terms of this Agreement, Menlo Security hereby grants You a limited, non-sub-licensable, non-transferable, non-exclusive, (a) license to use the Software and (b) right to access and use the Cloud Services, both solely for Your internal business purposes, for the duration of the Subscription Term, and in accordance with the Order, this EULA, and any related Documentation (collectively, “Use Rights”).
- 1.2 USE BY THIRD PARTY AGENTS.** You may permit Your Third Party Agents to exercise the Use Rights on Your behalf solely for Your internal business purposes and provided: (a) You ensure such Third Party Agents comply with this EULA and (b) You are responsible for any breach of this EULA by such Third Party Agents.
- 1.3 BETA AND EVALUATION USE.** If Menlo Security grants You Use Rights of the Menlo Security Technology for trial, evaluation or beta purposes (“Evaluation Technology”), the Evaluation Technology is provided “AS-IS” without any express or implied warranty, indemnity, or support of any kind and Menlo Security will have no liability relating to Your use of the Evaluation Technology. Except as agreed in writing by Menlo Security, Your use of the Evaluation Technology is limited to non-production internal use. You may use the Evaluation Technology for a limited period of thirty (30) days, unless otherwise agreed to in writing by Menlo Security (“Evaluation Term”). Menlo Security may modify or discontinue Your use of the Evaluation Technology at any time. If you do not discontinue use of and/or return the Evaluation Technology at the end of the Evaluation Term, Menlo Security reserves the right to invoice You for the list price and You agree to pay such invoice.
- 1.4 INTEROPERABILITY.** Notwithstanding the foregoing and solely to the extent required by applicable law to achieve interoperability between Menlo Security’s Software and other software, Menlo Security will provide such interoperability information to You, provided You agree to any additional terms reasonably required by Menlo Security and such interoperability information is considered Menlo Security Confidential Information.

SECTION 2. RESTRICTIONS AND OBLIGATIONS

- 2.1 RESTRICTIONS.** You will not and will not allow any third party to: (a) copy, modify, transfer, sell, or distribute the Menlo Security Technology; (b) reverse engineer, decrypt, disassemble, decompile or create derivative works of the Menlo Security Technology; (c) attempt to discover the source code or structure, sequence and organization of the Menlo Security Technology (except where the foregoing is expressly permitted by applicable local law, and then only to the extent so permitted); (d) rent, lease, or use the Menlo Security Technology for timesharing or service bureau purposes, or otherwise use the Menlo Security Technology on behalf of any third party; or (e) use the Menlo Security Technology for performing comparisons or other “benchmarking” activities, either alone or in connection with any software (and You will not publish or disclose any such performance information or comparisons). You shall maintain and not remove or obscure any proprietary notices on the Menlo Security Technology.
- 2.2 CUSTOMER RESPONSIBILITIES.** You agree that You are responsible for: (a) all activity of Your Authorized Users and Third Party Agents; (b) Your Authorized Users’ and Third Party Agents’ compliance with this EULA; (c) keeping Your account information up to date and using reasonable means to protect Your account information; and (d) Customer Data. If You become aware of an Authorized User’s or Third Party Agent’s violation of this EULA, You must promptly suspend such use of the Menlo Security Technology.

- 2.3 SUPPORT OBLIGATIONS.** Menlo Security will provide the level of support set forth on the Order, unless You are receiving support directly from Your Approved Partner. Menlo Security offers standard technical support at no additional fee and upgraded support options for an additional fee.
- 2.4 MODIFICATIONS.** Menlo Security may modify, enhance or refine a Cloud Service, provided that Menlo Security will not materially reduce the core functionality of that Cloud Service. Additionally, Menlo Security may perform scheduled maintenance of the infrastructure and software used to provide a Cloud Service, during which time You may experience some disruption to that Cloud Service, provided that Menlo Security will provide You with advance notice of such maintenance, when reasonably practicable.

SECTION 3. INTELLECTUAL PROPERTY OWNERSHIP

- 3.1 OWNERSHIP OF MENLO SECURITY TECHNOLOGY.** Menlo Security and its licensors own all right, title and interest in and to the Menlo Security Technology, Menlo Security Content and Documentation, as well as any modifications that are derivative works of the Menlo Security Technology, Menlo Security Content and Documentation. Your rights to use the Menlo Security Technology are limited to those expressly granted in this EULA and any applicable Order. No other rights with respect to the Menlo Security Technology or any related intellectual property rights are implied. Menlo Security reserves all rights not expressly granted to You and does not transfer any ownership rights in any Software or Cloud Service.
- 3.2 OWNERSHIP OF CUSTOMER DATA.** You retain all right, title and interest in Customer Data. Menlo Security may use any feedback You provide in connection with Your use of the Menlo Security Technology as part of its business operations.
- 3.3 OWNERSHIP OF MENLO SECURITY CONTENT.** Without limiting the confidentiality obligations set forth in this EULA, Menlo Security retains all right, title and interest in the Menlo Security Content. Nothing herein shall be construed as prohibiting Menlo Security from utilizing the Menlo Security Content for purposes of operating Menlo Security's business, provided that the Menlo Security Content does not include Your Confidential Information, Customer Data or any information that personally identifies a specific individual.

SECTION 4. ORDERS, FEES, AND PAYMENT

- 4.1 ORDERS.** Your Order is subject to this EULA. All Orders are non-cancellable and non-refundable, except as expressly set forth in this EULA. If You are entitled to a refund under this EULA, such refund will be remitted to You or if purchasing through an Approved Partner, to Your Approved Partner.
- 4.2 DIRECT ORDERS.** Sections 4.2 through 4.4 apply only to Orders placed directly with Menlo Security. If You purchase the Menlo Security Technology through an Approved Partner, all terms regarding invoicing, payment and tax are between You and such Approved Partner.
- 4.3 FEES AND PAYMENT.** The Fees shall be set forth in each Order. Unless otherwise set forth in an Order, all fees are due and payable net thirty (30) days from the date of invoice. Menlo Security is entitled to charge interest on any sum that is not paid when due at a monthly rate of 1.5% or lesser maximum allowable.
- 4.4 TAXES.** You are responsible for all taxes relating to Your purchase of the Menlo Security Technology, except to the extent You have provided Menlo Security with a valid tax exemption certificate.
- 4.5 VERIFICATION.** You will maintain for the duration of the Subscription Term and for a period of one (1) year after its termination or expiration, complete and accurate records of Your use of the Menlo Technology to verify compliance with this EULA ("Records"). Upon reasonable notice and no more than once per year, Menlo Security and/or its auditors will have the right to access Your applicable books, systems, records, and accounts during Your normal business hours to verify such compliance. If the audit process discloses underpayment of fees, Menlo Security reserves the right to invoice You or Your Authorized Partner for such fees. If the amount owed to Menlo Security or Your Authorized Partner exceeds 5% over the fees actually paid, You will also pay the reasonable cost of the audit.

SECTION 5. TERM AND TERMINATION

- 5.1 TERM AND AUTOMATIC RENEWAL.** The initial term of Your subscription to the Menlo Security Technology will begin on the Start Date set forth in an Order and will continue for a period of twelve (12) months, or as otherwise set forth in an Order ("**Initial Subscription Term**"). Unless stated otherwise in an Order, Your subscription to the Menlo Security Technology will automatically renew for additional, successive subscription terms of twelve (12) months (each a "**Renewal Subscription Term**") at Menlo Security's then-current price for the Menlo Technology, unless terminated by either party upon thirty (30) days written notice of non-renewal prior to the expiration of the then-current subscription term. This EULA will expire or terminate upon the expiration or termination of all Subscription Terms pursuant to an Order hereunder.
- 5.2 SUSPENSION.** Menlo Security may immediately suspend Your Use Rights if: (a) You breach Sections 1.1 (License Grant), 2.1 (Restrictions), or 11.5 (Export); (b) we reasonably believe Your use of the Menlo Security Technology poses a security risk to the Menlo Security Technology or other users of the Menlo Security Technology; or (c) we suspect fraud or abuse. If permitted by

law, Menlo Security will provide You notice before suspending Your Use Rights and Menlo Security will promptly reinstate your Use Rights once Menlo Security determines the issue causing the suspension is resolved.

5.3 TERMINATION. Either party may terminate this EULA if the other party materially breaches any term of this EULA and fails to cure such breach within thirty (30) days of receipt of written notice of the breach. Menlo Security may immediately terminate this EULA if you breach Section 1.1 (License Grant), 2.1 (Restrictions), or 11.5 (Export).

5.4 EFFECTS OF TERMINATION. Upon termination or expiration of this EULA, You must stop using and accessing the Menlo Security Technology. Additionally, You must destroy all copies of Software (to the extent applicable) and Menlo Security's Confidential Information in Your control. If this EULA is terminated due to Menlo Security's uncured material breach, Menlo Security will refund You or your Approved Partner any prepaid fees prorated as of the effective date of the termination. Upon Menlo Security's termination of this EULA for Your uncured material breach, You will pay Menlo Security or the Approved Partner any unpaid fees through to the end of the then-current Subscription Term.

SECTION 6. CONFIDENTIAL INFORMATION

6.1 CONFIDENTIALITY. Recipient agrees to protect Discloser's Confidential Information using no less than reasonable care and to avoid disclosure of any Confidential Information except to Authorized Recipients. Recipient must ensure that Authorized Recipients are bound to terms no less restrictive than those set forth in this EULA and Recipient is liable for any breach of this Section 6 by its Authorized Recipients.

6.2 EXCLUSIONS. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of any obligation owed to the other party; (b) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (c) was independently developed by a party without breach of any obligation owed to the other party; (d) is received from a third party without breach of any obligation owed to the other party; or (v) is Aggregated Data as defined in Section 12 (Definitions).

6.3 COMPELLED DISCLOSURE. To the extent Recipient is required by law to disclose Confidential Information, Recipient may make such disclosure, provided that Recipient (a) notifies Discloser of such requirement prior to disclosure (to the extent permitted by law) and (b) reasonably cooperates, at Discloser's expense, regarding discloser's efforts to avoid and limit disclosure.

6.4 RETURN AND DESTRUCTION. Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.

SECTION 7. DATA PROTECTION AND SECURITY

7.1 DATA PROTECTION AND PERSONAL DATA. Menlo Security will follow globally recognized data protection and privacy standards and laws applicable to its processing of Personal Data in connection with Your use of the Menlo Security Technology. Menlo Security will comply with the requirements and obligations set forth in Menlo Security's Data Protection Addendum ("DPA"), located at [here](#), which includes standard terms for the processing of Personal Data. For more details about how Menlo Security handles information not otherwise covered by the DPA, please visit the Privacy Policy at <https://www.menlosecurity.com/privacy-policy/>.

7.2 SECURITY MEASURES. Menlo Security will maintain appropriate technical and organizational safeguards and security measures as set forth in the DPA and designed to protect the security, confidentiality and integrity of Customer Data and Personal Data processed by Menlo Security on Your behalf and to protect such Customer Data and Personal Data against accidental or unlawful destruction, loss, alteration, or disclosure.

7.3 YOUR OBLIGATIONS. Your instructions to Menlo Security for the processing of Personal Data will comply with all applicable data protection and privacy laws. You have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which You acquired Personal Data. You are responsible for providing notice to, and obtaining consents from, individuals regarding the collection, processing, transfer and storage of their Personal Data through Your use of the Menlo Security Technology.

SECTION 8. INDEMNIFICATION

8.1 INDEMNIFICATION BY MENLO SECURITY. Menlo Security will defend any third party claim against You alleging that Your valid use of the Menlo Security Technology under an Order infringes or misappropriates such third party's patent, copyright or registered trademark (the "IP Claim"). Menlo Security will indemnify You against any damages, reasonable attorney fees and costs finally awarded by a court of competent jurisdiction or any settlements arising from an IP Claim, provided You: (a) promptly notify Menlo Security of the IP Claim; (b) grant Menlo Security exclusive control of the defense and settlement of the IP Claim, and (c) fully cooperate with Menlo Security in defense of the IP Claim.

8.2 OTHER REMEDIES. If the Menlo Security Technology becomes, or in Menlo Security's opinion is likely to become the subject of an IP Claim, Menlo Security may, in its sole discretion and at no cost to You: (a) modify or replace the Menlo Security Technology so that it no longer infringes or misappropriates, with equivalent functionality; or (b) procure You the right to continue using the

Menlo Security Technology. If neither of the foregoing alternatives are reasonably available, Menlo Security may terminate Your applicable Subscription Term Use Rights granted under this EULA upon written notice to You and will refund You or your Approved Partner any prepaid fees prorated as of the effective date of the termination.

- 8.3 EXCLUSIONS.** Menlo Security will have no obligation under this Section 8 or otherwise with respect to any IP Claims based on: (a) combination of the Menlo Security Technology with non-Menlo Security products or software; (b) use of the Menlo Security Technology for a purpose not permitted under this EULA; (c) any modification to the Menlo Security Technology made without Menlo Security's express written approval; (d) Your failure to use the most current release of the Software; or (e) use of any Evaluation Technology.
- 8.4 SOLE REMEDY.** THIS SECTION 8 STATES MENLO SECURITY'S ENTIRE LIABILITY AND YOUR SOLE REMEDY WITH RESPECT TO ANY IP CLAIMS.
- 8.5 INDEMNIFICATION BY YOU.** You will defend any third party claim against Menlo Security arising from Your breach of Section 2.1 of this EULA ("**Third Party Claim**"). You will indemnify Menlo Security against any damages, reasonable attorney fees and costs finally awarded by a court of competent jurisdiction or any settlements arising from a Third Party Claim, provided Menlo Security: (a) promptly notifies You of the Third Party Claim; (b) grants You exclusive control of the defense and settlement of the Third Party Claim, and (c) fully cooperated with You in defense of the Third Party Claim.

SECTION 9. REPRESENTATIONS AND WARRANTIES

- 9.1 SOFTWARE AND CLOUD SERVICES WARRANTY.** Except for Evaluation Technology (which is provided "AS-IS"), Menlo Security warrants that: (a) the Software will perform in substantial conformance with the Documentation for a period of thirty (30) days from the date of installation or first use of the Software; and (b) it will provide the Cloud Services with commercially reasonable skill and care in accordance with the Documentation for the duration of the applicable Subscription Term.
- 9.2 MUTUAL WARRANTY.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
- 9.3 REMEDIES.** Upon Your prompt written notification to Menlo Security or Your Approved Partner during the applicable warranty period, Your sole and exclusive remedy and Menlo Security's sole liability for a breach of Section 9.1 is to repair or replace the applicable Menlo Security Technology. If Menlo Security fails to re-perform, You may terminate Your Subscription Term for the affected Menlo Security Technology and Menlo Security will refund any prepaid fees prorated for the unused period of the Subscription Term, provided that such termination must occur within three (3) months of Menlo Security's failure to repair or replace the Menlo Security Technology.
- 9.4 WARRANTY DISCLAIMER.** Menlo Security does not warrant that the Menlo Security Technology will be uninterrupted, entirely secure or error-free. EXCEPT AS EXPRESSLY SET FORTH HEREIN, MENLO SECURITY EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NONINFRINGEMENT.

Section 10. LIMITATION OF LIABILITY

- 10.1 LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR A BREACH OF YOUR PAYMENT OBLIGATIONS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL EITHER PARTY OR ITS SUPPLIERS BE LIABLE FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION; OR (B) AN AMOUNT THAT EXCEEDS THE FEES PAID OR PAYABLE TO MENLO SECURITY (EITHER DIRECTLY OR THROUGH AN APPROVED SOURCE) FOR THE RELEVANT MENLO TECHNOLOGY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11. GENERAL

- 11.1 SURVIVAL.** Sections 3 (Intellectual Property Ownership), 4 (Orders, Fees and Payment), 6 (Confidential Information), 7 (Data Protection and Privacy), 9 (Representations and Warranties), 10 (Limitation of Liability), and 11 (General) survive termination or expiration of this EULA.
- 11.2 ASSIGNMENT.** Neither party may assign this EULA or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this EULA without consent to: (a) an Affiliate; or (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (except for an assignment by You to a direct competitor

Menlo Security). Any other attempt to assign a party's rights or obligations under this EULA is void. Subject to the foregoing, this EULA shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.3 SEVERABILITY. If any provision of this EULA is held to be unenforceable, this EULA shall be construed without such provision.

11.4 US GOVERNMENT USE. If You are part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Menlo Security Technology is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Menlo Security Technology is "commercial item," "commercial computer software" and "commercial computer software documentation." In accordance with such provisions, any use of the Menlo Security Technology by the Government shall be governed solely by the terms of this Agreement.

11.5 EXPORT CONTROLS. You will comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and You will not export, or allow the export or re-export of the Menlo Security Technology or any related technical information in violation of any such restrictions, laws or regulations. By installing or using the Menlo Security Technology, You agree to the foregoing and represent and warrant that You are not located in, under the control of, or a national or resident of any restricted country.

11.6 COMPLIANCE WITH LAWS. Each party will comply with all laws and regulations applicable to its obligations under this EULA.

11.7 EULA MODIFICATION. This EULA may be updated by Menlo Security and the current version will be posted at <https://www.menlosecurity.com/eula>. Any changes to the EULA apply to Orders placed or renewed after the date of modification.

11.8 ENTIRE AGREEMENT, ADDITIONAL TERMS, AMENDMENT. This EULA represents the complete agreement concerning the Menlo Security Technology between the parties and prevails over any additional or inconsistent terms in: (a) a purchase order (or similar document) provided by You or Your Approved Partner; or (b) an agreement with Your Approved Partner. This EULA supersedes all prior agreements and representations, written or oral, provided however, that if there is already a mutually signed agreement directly between Menlo Security and You (not including a purchase order or similar document) covering Your license and/or use of the Menlo Security technology, then the terms of that agreement will govern. This EULA may be amended only by a written document executed by a duly authorized representative of each of the parties.

11.9 FORCE MAJEUR. Except for Your obligation to pay Menlo Security or Your Approved Partner or to assume obligations for taxes, neither party shall be liable for any failure to perform due to unforeseeable causes beyond the party's reasonable control including but not limited to, acts of God, war, acts of terror, flood, fire, earthquakes, civil unrest, strikes, Internet service provider or hosting facilities failures, interruptions, or delays, acts undertaken by third parties, without limitation denial of service attacks.

11.10 GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act. To the extent permitted by law, the state and federal courts located in Santa Clara County, California will be the exclusive jurisdiction for disputes arising out of or in connection with this EULA.

SECTION 12. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of fifty-one percent (51%) of the voting interests of the subject entity.

"Aggregated Data" means the aggregated and statistical data derived from Your use and the operation of the Menlo Technology, including, without limitation, the number of records in the Menlo Technology, the number and types of transactions, configurations, and reports processed in the Menlo Technology and the performance results for the Menlo Technology.

"Approved Partner" means a third party resale partner authorized by Menlo Security to resell the Menlo Technology.

"Authorized Recipients" means each party's employees, affiliates, and contractors who have a need to know Confidential Information.

"Authorized User(s)" means an individual or entity that is authorized by You to use the Menlo Technology, or to whom You (or Menlo Security at Your request) have supplied a user identification and password.

"Cloud Services" means Menlo Technology's hosted enterprise software-as-a-service offering and may also include Software.

"Confidential Information" means all proprietary information obtained by a party (the **"Recipient"**) from the other party (the **"Discloser"**) in connection with this EULA, orally or in writing, designated as confidential, or that reasonably should be understood to be confidential given the nature of the information and circumstance of disclosure.

"Customer Data" means all data or information generated by Your use of the Menlo Security Technology or submitted to the Menlo Technology by or on Your behalf. Customer Data does not include Aggregated Data.

"Documentation" means the published technical specifications and usage materials, whether in print or electronic form, or on-line help functions for the Menlo Technology, specifying the features and functionality of the Menlo Security Technology, as updated from time to time.

"Evaluation Technology" means Menlo Security Technology provided for trial, evaluation or beta purposes.

"Evaluation Term" means the use of Evaluation Technology for thirty (30) days, unless otherwise set forth on an Order.

"Fee" means the fee Menlo Security or an Approved Partner charges You for the Menlo Security Technology, as detailed in an Order.

"Initial Subscription Term" means the initial subscription term, as defined in Section 5.1.

"IP Claim" means any third party claim against You alleging that Your valid use of the Menlo Security Technology under an Order infringes or misappropriates such third party's patent, copyright or registered trademark.

"Menlo Security" means Menlo Security, Inc. and its subsidiaries and Affiliates.

"Menlo Security Content" means any (a) data or content provided by Menlo Security to You and (b) Aggregated Data.

"Menlo Security Technology" means the Software and/or Cloud Services purchased by You and as set forth on an applicable Order.

"Order" means any ordering document that sets forth certain details of the order between Menlo Security and You or an Approved Partner and You.

"Personal Data" means (a) any personally identifiable information that is capable of identifying a natural person, and (b) information, the disclosure, use or confidentiality of which is regulated by a Privacy Law.

"Privacy Law" means any U.S. local, state and federal and non-U.S. information security, data breach or privacy law or regulation that regulate the privacy or security of Personal Data and that are directly applicable to Menlo Security.

"Records" means complete and accurate records of Your use of the Menlo Technology to verify compliance with this EULA.

"Renewal Subscription Term" means the renewal subscription term as defined in Section 5.1.

"Software" means Menlo Technology's virtual and on-premise enterprise software product, including upgrades and updates.

"Subscription Term" means the Initial Subscription Term and all Renewal Subscription Terms (as defined in Section 5.1) together.

"Start Date" means the date set forth in an Order, or where no date is agreed: (a) for Software, the earlier of the date Software is made available for download or installation, and (b) for Cloud Services, the date on which the Cloud Service is made available for Your use.

"Third Party Agent(s)" means Your Authorized Users, Your Affiliates, Your third-party service providers, and each of their respective Authorized Users permitted to access and use the Menlo Technology on Your behalf.

"Third Party Claim" means any third party claim against Menlo Security arising from Your breach of Section 2.1 of this EULA.

"Use Rights" means Your rights set forth in Section 1.1.

“You” or “Your” means the individual or legal entity purchasing and using the Menlo Technology, as set forth in the “Company” signature block below.

Each party, as evidenced by the signature below by its authorized representative, acknowledges that it has read and agrees to this EULA in its entirety.

Company:

Menlo Security, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



March 3, 2021

David Robbins
The Cooperative Council of Governments (CCOG) on Behalf of Equalis Group
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Re: RFP COG-2127 for Cybersecurity Products & Services

Dear Mr. Robbins,

This letter confirms that **DLT Solutions, LLC** with a principal business address of 2411 Dulles Corner Park #800, Herndon VA 20171 (“DLT”) is an authorized reseller of Sumo Logic, Inc. (“Sumo Logic”).

As an authorized reseller, DLT is authorized to quote and resell certain Sumo Logic products, training, maintenance, and professional services, as applicable, to its public sector customers, including CCOG/Equalis.

Verification requests and questions regarding DLT’s status and eligibility may be referred to the following contact person:

Claire Stover
Partner Sales Manager
(480) 255-2942
cstover@sumologic.com

Regards,

Jennifer McCord
Chief Accounting Officer
Sumo Logic, Inc.

DocuSigned by:
A handwritten signature in black ink that reads 'Jennifer McCord'.
9ABC32958FA54B6...

SUMO LOGIC SERVICE AGREEMENT

This Sumo Logic Service Agreement (“**Service Agreement**”) describe your rights and responsibilities as a customer of our Services. These Terms are between you and Sumo Logic, Inc., a Delaware corporation (“**Sumo Logic**”, “**we**” or “**us**”). “**You**” means the company you represent in accepting this Service Agreement or, if that does not apply, then you individually. If You are accepting on behalf of your employer or another company, then You represent that You: (i) have full authority to bind your employer or company to this Service Agreement; and (ii) agree to this Service Agreement on behalf of your employer or company. The exception to this is if your employer or company has a separate written agreement with Sumo Logic covering the use of the Services, in which case that agreement governs. If You do not have the legal authority to bind your employer or company (or do not agree with this Service Agreement), then do not click the “confirm” button (or similar “I agree” checkbox) and do not use the Services.

To be eligible to register for a Sumo Logic account, You must review and accept this Service Agreement. You may accept this Service Agreement by: (1) clicking a box indicating acceptance (such as a “I accept” or “confirm” button); (2) executing an order form that references this Service Agreement (each an “**Order Form**”); or (3) using free services.

This Service Agreement, any addendum (such as a Data Processing Addendum), and Order Forms (if between Sumo Logic and You) constitute the entire agreement between Sumo Logic and You (collectively, the “**Agreement**”).

You may not, without Sumo Logic’s prior written consent, access or use the Services: (a) if You are a direct competitor; (b) to monitor the availability, performance or functionality of the Services; or (c) for any other benchmarking or competitive purposes.

This Services Agreement was last updated on [placeholder for date posted online]. It is effective between You and Sumo Logic as of the date of You accepting this Service Agreement.

1. GRANT AND USE RIGHTS

1.1 **Provision of the Services.** Sumo Logic will make available to You the selected internet based services (“**Services**”) as specified on the applicable Order Form(s) or other contract. Certain Services may be subject to additional terms specific to such Services, provided either through the Order Form or as otherwise made available at <https://www.sumologic.com> (or its successor site).

1.2 **Support.** During the Subscription Term, the Services will be accessible in accordance with the Support Terms, as applicable (the “**Support Terms**”), made available at https://help.sumologic.com/Start_Here/About_Sumo_Logic/Sumo_Logic_Support_Terms_and_Conditions (or its successor site).

1.3 **Software.** Certain Services or features of the Services may require You to install software applications (“**Software**”) to access such Services or features. Subject to the terms and conditions of this Agreement, You are granted a limited, non-exclusive, nontransferable, revocable right to use the Software solely for its internal purposes during the Subscription Term.

1.4 **Intellectual Property.** Sumo Logic Technology is made available on a limited access basis, and no ownership right is conveyed to You, irrespective of the use of terms such as “purchase” or “sale”. Sumo Logic (and its licensors, where applicable) retains all intellectual property rights relating to the Services or the Software (collectively Services and Software shall be referred to as “**Sumo Logic Technology**”). You will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under the Agreement.

1.5 **Feedback.** You may from time to time provide suggestions, comments or other feedback to Sumo Logic with respect to Sumo Logic Technology (“**Feedback**”). You will not share any of your Confidential Information with Sumo Logic when You provide Feedback. You grant to Sumo Logic a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose.

1.6 **Training Services.** Sumo Logic may provide basic training services as (“**Training Services**”) in connection with implementing the Services as specified on the applicable Order Form. Fees for such Training Services will be included in the applicable Order Form, provided that Sumo Logic may charge additional fees if You request additional or advance Training Services.

1.7 **Third-Party Applications.** Sumo Logic may make available third-party applications with pre-defined queries and visualizations/dashboards (each an “**Application**”). Use of such Application is elective, and You grant Sumo Logic the right to share usage information with the third-party Application developer for purposes of improvements and troubleshooting.

1.8 **Suspension.** In addition to the suspension of Services for non-payment as described in Section 4.2 (Suspension for Failure to Pay), we may also suspend Services immediately upon notice for cause if: (a) You violate (or give us reason to believe You have violated) our Acceptable Use Policy; (b) You breach the Agreement; (c) there is reason to believe that the traffic created from your use of the Services is fraudulent; (d) for scheduled or emergency maintenance; or (e) we determine, in our sole discretion, that providing the Services is prohibited by applicable law, or how become impractical or unfeasible for any legal or regulatory reason to the provide the Services.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 **Acceptable Use Policy.** Access to (and use of) the Sumo Logic Technology is subject to Your compliance with the Acceptable Use Policy located at www.sumologic.com (or its successor site). Any entity that directly (or through an affiliate) offers services that compete with the Service will not directly (or indirectly) use or otherwise access the Sumo Logic Technology, unless Sumo Logic provides prior written consent to do so pursuant to a separate document that is signed by an officer of Sumo Logic. You will promptly notify Sumo Logic in writing of any unauthorized use of the Sumo Logic Technology, in each case that comes to Your attention, and promptly take all reasonable steps necessary to terminate such unauthorized use, including collaborating with Sumo Logic to remediate.

2.2 **Credentials.** You will cooperate with Sumo Logic in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required and taking such other actions as Sumo Logic may reasonably request. You will establish a username and password (or any other means required by Sumo Logic) (collectively “**Account Credentials**”) for verifying that only designated employees of You have access to any administrative functions of the Services. You are responsible for all activities (including the use of the Services) performed with the account Credentials and will maintain the security of the Account Credentials.

2.3 **Customer Contact.** You will designate an individual who will have the responsibility to, and the authority of You, to make decisions concerning all matters relating to this Agreement (“**Primary Contact**”). You may change the individual designated as Primary Contact at any time by updating the information in the administration console for the Services.

2.4 **Email Selected for Account.** You choose which email address to use when registering for the Services. If the domain associated with the registration is owned (or otherwise controlled) by your employer (or another company), and that employer (or other company) enters into a contract with Sumo Logic for the Services, and they want to add your account to their contract, then You may be rolled into that account.

2.5 **Security.** During the Term of this Agreement, Sumo Logic will implement and maintain administrative, physical and technical safeguards and measures designed to protect against unauthorized access to Customer Data. Such security program will conform to the Security Exhibit attached as Exhibit A, and is further described the most recent Service Organization Control 2 (SOC2 Type II) (or substantially similar industry standard report). During the Subscription Term, Sumo Logic will not materially diminish the protections provided by the controls in Exhibit A.

2.6 **Administrators.** Through the Services, You may specify certain users as administrators, who have important rights and controls over your use of the Services (each an “**Administrator**”). This may include entering into Order Forms; creating, de-provisioning, modifying, or monitoring user roles; setting permission levels; configuring the Services; setting retention or deletion policies as applicable; and overall managing access to your Sumo Logic account.

2.7 **Customer Controls.** The Services provide a number of controls that You may use as technical and organizational measures to assist in connection with your obligations. These controls are at both the Administrator and user level. Users also participate in this shared responsibility model by determining which types of data they need to send over to the Services and what types of queries to run, including whether the proposed use cases meet their applicable compliance needs. For clarity, You are responsible for the actions of its Administrator(s) and users. If You wish to have a backup of its log data, then You may, prior to data ingestion, configure the Services to forward a copy of all your log data (in standard Sumo Logic format) to an AWS S3 bucket (“**Data Forwarding**”). This feature will not work retroactively and must be configured prior to data ingestion. If You choose to utilize Data Forwarding, then You must: (i) purchase and

maintain an AWS S3 Bucket, with such terms between You and AWS; and (ii) provide the credentials to the AWS S3 bucket as required by the Sumo Logic Technology prior to the uploading of your log data.

3. CONFIDENTIALITY

3.1 Definition of Confidential Information. Each party (the “**Recipient**”) understands that the other party (the “**Discloser**”) has disclosed or may disclose information relating to the Discloser’s technology or business (“**Confidential Information**”).

3.2 Protection of Confidential Information. The Recipient will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (a) not use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement; and (b) limit access to Confidential Information of the Discloser to those of its and its affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Recipient containing protections not materially less protective of the Confidential Information than those herein. The foregoing will not apply to any information that the Recipient can document: (i) is or becomes generally available to the public without any action by, or involvement of, the Recipient; (ii) was in its possession or known by it prior to receipt from the Discloser; (iii) was rightfully disclosed to it without restriction by a third party; or (iv) was independently developed without use of any Confidential Information of the Discloser.

3.3 Compelled Disclosures. Nothing in this Agreement will prevent the Recipient from disclosing the Confidential Information pursuant to any judicial or governmental order, provided that (to the extent permitted by applicable law) the Recipient gives the Discloser reasonable prior notice of such disclosure to contest such order and limits the amount disclosed to only what is legally required.

3.4 Data. “Customer Data” means the electronic data or information submitted by You to the Services. Except for such Customer Data, Sumo Logic does not wish to receive any Confidential Information from You that is not necessary for Sumo Logic to perform its obligations under this Agreement, and, unless You and Sumo Logic specifically agree otherwise, Sumo Logic may reasonably presume that any unrelated information received from You is not confidential or Confidential Information. Notwithstanding anything to the contrary, Sumo Logic may: (a) collect and process technical and related information about your use of the Sumo Logic Technology, which may include (without limitation) page views, session duration, number of unique user logins, ingest volume, search congruency, machine-generated data, and other similar data; and (b) create certain aggregated, de-identified information related to the Services, including information about the Sumo Logic Technology environment, performance, configuration, and other usage information. You authorize Sumo Logic to use such data to support and troubleshoot, provide personalized messages and updates, invoice, analyze trends and benchmark, and administer (as well as test and improve) the Sumo Logic Technology.

3.5 Permitted Disclosures. Both parties will have the right to disclose the existence, but not any negotiated terms and conditions of the Agreement, unless such disclosure is approved in writing by both parties prior to such disclosure, or is included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to a party’s attorneys, accountants, auditors, financial advisers, creditors, insurers, as well as acquirers, investors, financiers and bona fide potential acquirers, investors and financiers of such party, who are subject to an obligation of confidentiality.

3.6 Deletion of Confidential Information. Upon termination of the Agreement, the Recipient will delete Discloser’s Confidential Information, but may retain such information pursuant to its policies for: (a) accounting, tax, billing, audit, and compliance purposes; (b) investigating fraud or unlawful use of the Services; or (c) as required by applicable law, provided such retention, use, and disclosure for the foregoing purposes is subject to the confidentiality obligations under this Section 3 (Confidentiality).

3.7 Totality of Confidentiality. For clarity, to the extent the parties have entered into (or enter into) a separate non-disclosure agreement regarding the access to (or use of) the Services, You agree that the terms of this Service Agreement supersede and control.

4. PAYMENT OF FEES

4.1 Payment of Fees. Unless otherwise specified in the applicable Order Form, You will pay Sumo Logic the applicable fees as set forth on the Order Form (the “**Fees**”) in U.S. Dollars, within thirty (30) days of the invoice date. If

your use of the Services exceeds the service limitations described in the applicable Order Form (“**Service Limitations**”), You will be invoiced at the end of each calendar month for the excess usage over the Service Limitations, at the rate set forth on the Order Form. You will pay Fees without any right of set-off, deduction, or withholding. All payments will be made in accordance with the payment schedule and the payment method specified in the applicable Order Form. Sumo Logic reserves the right to modify its fees, cancel, and/or modify the Services at the expiration, termination or renewal of this Agreement or any Subscription Term.

4.2 Suspension for Failure to Pay. In the event your account becomes overdue is not brought current within ten (10) business days following written notice (email acceptable) from Sumo Logic that such account is past due, then Sumo Logic may (without limiting its other rights and remedies) accelerate your unpaid Fee obligation under this Agreement, so that all obligations become immediately due and payable – and suspend Services until such amounts are paid in full. Suspension shall not relieve your obligations to pay amounts due. Any amount due under this Agreement that remains unpaid after its due date will bear interest from the date that such payment became delinquent until the date such amount is paid in full at the lower of 1.5% per month or the maximum rate permitted by law. You will pay Sumo Logic all costs and expenses of collection (including attorneys' fees) incurred by Sumo Logic in collecting any amounts past due under this Agreement.

4.3 Taxes. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any; and You will pay all such taxes (excluding US taxes based on Sumo Logic's net income) unless You have provided Sumo Logic's with a valid exemption certificate. In the event that withholding taxes are payable under applicable laws with respect to any Fees, You will gross up such payment so that the balance payable to Sumo Logic (after deduction of the applicable withholding taxes) will be equivalent to the original amount due to Sumo Logic. Provided that in the event any avoidance of double taxation treaty is applicable to such payments, Sumo Logic and You will reasonably cooperate to obtain the benefit of such treaty.

4.4 Non-Refundable and Non-Cancellable. Except as specifically set forth in this Agreement, all payment obligations under all Order Forms are non-cancellable and all payments are non-refundable.

4.5 Invoicing. You will provide Sumo Logic with valid and updated credit card information. If You provide credit card information, then You authorize Sumo Logic to charge such credit card for all Services listed in the Order Form for the initial Subscription Term and any renewal Subscription Term(s). Such charges will be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, then Sumo Logic will invoice You in advance and otherwise in accordance with the relevant Order Form. You will provide Sumo Logic with a valid purchase order to the extent that You require a purchase order for invoicing. You are responsible for providing complete and accurate billing and contact information, and notifying Sumo Logic of any changes to such information.

4.6 Purchase Orders. No purchase orders sent by You will be deemed to modify or otherwise supplement this Agreement. For clarity, a purchase order sent by You with additional terms will be deemed null and void (even if the purchase order is acknowledged with a signature or otherwise referenced for purposes of processing invoices).

4.7 Resellers. If You obtain the Services from a reseller authorized by Sumo Logic (“**Reseller**”) through an Order Form executed with Reseller, then any fees, including refunds and credits, will solely be by and between Reseller and You. Reseller is not authorized to make any changes to this Agreement or bind Sumo Logic to any additional or different terms or conditions. For the avoidance of doubt, nothing in this Section 4.7 (Resellers) affects suspension rights or deactivation rights for Sumo Logic or a Reseller.

5. TERMINATION

5.1 Term. Each Order Form (or trial, or other applicable contract) will define the specific duration of access to the Services (each a “**Subscription Term**”). The term of this Agreement commences on the date You first accept it and continues until all Subscription Terms have expired or have been terminated (the “**Term**”).

5.2 Mid-Term Elections. To the extent additional Services are obtained during the middle of an existing Subscription Term, then the additional orders will be coterminous with that Subscription Term at our then-current rates and prorated for the remaining period of that Subscription Term.

5.3 Renewal. Except as otherwise specified in your Order Form, the Subscription Term for an annual plan will be for one year and will automatically renew each year on the anniversary, unless: (i) You cancel at least thirty (30) days prior to

your renewal date; or (ii) we cancel your subscription prior to the expiration of the then-current Subscription Term. You will be billed annually on or about the same day each year until such time that You cancel. Cancelling your subscription means that You will not be charged for the next billing cycle, but You will not receive any refunds or credits for amounts that have already been charged. You will not be permitted to cancel or downgrade the Services that You have selected until the anniversary date. All renewals are subject to the applicable Services continuing to be offered and will be charged at the then-current rates.

5.4 Termination for Cause. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (a) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (b) upon the other party's making an assignment for the benefit of creditors, or (c) upon the other party's dissolution or ceasing to do business. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. If Sumo Logic terminates in accordance with this Section 5.4 (Termination for Cause), then any unpaid fees covering the remainder of the then-current Subscription Term will become immediately due.

5.5 Effect of Termination. The following Sections survive any expiration or termination of this Agreement: 1.4 (Intellectual Property), 1.5 (Feedback), 2.1 (Acceptable Use Policy), 3 (Confidentiality), 4 (Payment of Fees), 5.5 (Effect of Termination), 6 (Warranties), 7 (Warranty Disclaimer), 8 (Liability), 9 (Indemnification), and 11 (General Provisions).

5.6 Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 5.4 (Termination for Cause), then Sumo Logic will refund You any prepaid Fees covering the remainder of the Subscription Term after the effective date of the termination. If this Agreement is terminated by Sumo Logic in accordance with Section 5.4 (Termination for Cause), then You will pay any unpaid Fees covering the remainder of the Subscription Term. In no event will termination relieve You of its obligation to pay any Fees payable to Sumo Logic for the period prior to the effective date of termination.

6. WARRANTIES

6.1 Mutual Warranty. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so.

6.2 Sumo Logic Warranty. Sumo Logic warrants that the Training Services will be performed using commercially reasonable care and skill in all material respects. YOUR SOLE AND EXCLUSIVE REMEDY FOR SUMO LOGIC'S BREACH OF THIS WARRANTY WILL BE THE CORRECTION OF THE DEFICIENT TRAINING SERVICES THAT CAUSED THE BREACH OF THE WARRANTY, OR, IF SUMO LOGIC CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY TERMINATE THE APPLICABLE ORDER FORM(S) FOR THE TRAINING SERVICES AND RECEIVE A PRO-RATA REFUND OF THE FEES PAID UNDER THE AGREEMENT FOR THE TRAINING SERVICES. SUMO LOGIC WILL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM UNLESS NOTIFIED OF SUCH CLAIM WITHIN FIVE (5) DAYS OF THE FIRST INSTANCE OF ANY MATERIAL PROBLEM. THE WARRANTIES SET FORTH IN THIS SECTION 6.2 (SUMO LOGIC WARRANTY) ARE MADE TO AND FOR THE BENEFIT OF YOU ONLY. SUCH WARRANTIES WILL ONLY APPLY IF THE APPLICABLE SERVICES HAS BEEN UTILIZED IN ACCORDANCE WITH THIS AGREEMENT AND APPLICABLE LAW.

6.3 Customer Warranty. You represent and warrant that You have not relied on any other warranties or representations concerning Sumo Logic or the Sumo Logic Technology.

7. WARRANTY DISCLAIMER

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT (OR OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT POSSIBILITY OF CONTRACTUAL WAIVER): SUMO LOGIC AND ITS LICENSORS AND THIRD PARTIES EXPRESSLY DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE; AND, THE SUMO LOGIC TECHNOLOGY, REPORTS, AND ANY OTHER INFORMATION IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OR CONDITION OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SUMO LOGIC AND ITS LICENSORS AND THIRD PARTIES DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SUMO LOGIC TECHNOLOGY WILL MEET YOUR REQUIREMENTS OR

EXPECTATIONS, (B) YOUR USE OF THE SUMO LOGIC TECHNOLOGY WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) ALL ERRORS WILL BE CORRECTED, AND (D) DATA PROVIDED THROUGH THE SUMO LOGIC TECHNOLOGY WILL BE ACCURATE. SUMO LOGIC AND ITS LICENSORS AND THIRD PARTIES ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SUMO LOGIC TECHNOLOGY THAT ARISE FROM YOUR DATA, OR THIRD-PARTY DATA, OR SERVICES PROVIDED BY THIRD PARTIES, OR TRANSMISSION OF DATA OVER NETWORKS THAT SUMO LOGIC DOES NOT OWN, OPERATE OR CONTROL.

8. LIABILITY

8.1 Limitation of Liability.

IN NO EVENT WILL EITHER PARTY'S TOTAL AND CUMULATIVE LIABILITY, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT (INCLUDING ANY ANCILLARY AGREEMENT) EXCEED THE TOTAL FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PROCEEDING THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO A CLAIM UNDER THIS AGREEMENT. FOR CLARITY, THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

8.2 Liability Exclusions.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 8.1 (LIMITATION OF LIABILITY), NOTHING SHALL RESTRICT (OR OTHERWISE LIMIT) THE LIABILITY FOR: (A) INDEMNIFICATION OBLIGATION UNDER SECTION 9 (INDEMNIFICATION), (B) BREACH OF SECTION 1.4 (INTELLECTUAL PROPERTY), (C) PAYMENT OBLIGATIONS, (D) BREACH OF SECTION 2.1 (ACCEPTABLE USE POLICY), AND (E) WILLFUL MISCONDUCT OR FRAUD.

8.3 Reseller Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, SUMO LOGIC WILL HAVE NOT LIABILITY FOR ANY REFUND THAT, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, IS TO BE PAID BY RESELLER.

8.4 Exclusion of Consequential Damages and Related Damages.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR DAMAGES FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, LOSS OF GOODWILL, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS.

THE PARTIES ACKNOWLEDGE THAT THE FEES, EXCLUSIONS, DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE ESSENTIAL COMPONENTS OF THIS AGREEMENT AND FORM THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICES, AND THAT EACH PARTY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. INDEMNIFICATION

9.1 Sumo Logic Indemnity. Sumo Logic will defend You against any third-party claim, action, proceeding or suit, to the extent that the Services infringes or misappropriates the intellectual property rights of any person and will pay for the resulting costs and damages finally awarded against You to such third party by a court of competent jurisdiction or agreed to in settlement by Sumo Logic.

9.2 Conditions. Sumo Logic will have no obligation or liability with respect to the foregoing for any actual or alleged infringement to the extent arising from or relating to: (a) Free Products; (b) your Data or your breach of this Agreement; (c) use of the Sumo Logic Technology other than in accordance with this Agreement; (b) modification of the Sumo Logic Technology by someone other than Sumo Logic; (d) combination of the Sumo Logic Technology with any other products, services, or materials, or (e) your failure to implement required updates to the Sumo Logic Technology as requested by Sumo Logic. If Sumo Logic believes your use of the Sumo Logic Technology may be enjoined, then Sumo Logic may, at its sole option and expense and as your sole remedy, either (i) procure for You a license to continue using the Sumo Logic Technology in accordance with the terms of this Agreement; (ii) replace or modify the allegedly infringing Sumo Logic Technology to avoid the infringement; or (iii) terminate the applicable Order Form(s), and refund any unused prepaid Fees paid by You under the applicable Order Form(s). SECTION 9.1 (SUMO LOGIC INDEMNITY) AND

SECTION 9.2 (CONDITIONS) STATE THE ENTIRE LIABILITY OF SUMO LOGIC AND THE SOLE REMEDY FOR YOU IN CONNECTION WITH ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

9.3 Exclusion. Sumo Logic will have no obligation or liability with respect to the foregoing for any actual or alleged infringement if the total aggregate Fees received with respect to the Services in the twelve (12) month period immediately preceding the first claim is less than fifty thousand US dollars (\$50,000.00 USD).

9.4 Customer Indemnity. You will defend Sumo Logic from any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by Sumo Logic arising out of or relating to your breach of any term or condition of this Agreement.

9.5 Indemnification Process. The obligations set forth in this Section 9 (Indemnification) apply only if: (a) the indemnified party notifies the indemnifying party in writing of any claim promptly upon learning of or receiving the same; (b) the indemnified party provides the indemnifying party with reasonable assistance requested by the indemnifying party, at the indemnifying party's reasonable and documented expense, for the defense and settlement, if applicable, of any claim; and (c) the indemnified party provides the indemnifying party with the exclusive right to control and the authority to settle any claim, provided, however, that: (i) the indemnifying party will not settle any claim that admits fault or liability of the indemnified party without the indemnified party's prior written consent (which shall not be unreasonably withheld, conditioned or delayed); and (ii) the indemnified party will have the right to participate in the matter at its own expense.

10. GOVERNMENT MATTERS

10.1 Export Compliance. The Sumo Logic Technology is subject to export restrictions by the United States government and may be subject to import restrictions by certain foreign governments. You will comply with applicable export and import laws and regulations (including "deemed export" and "deemed re-export" regulations). You will not (and will not allow any third-party to) remove or export from the United States or allow the export or re-export of any part of the Sumo Logic Technology or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Denied Persons, Entity, or Unverified Lists or the U.S. Treasury Department's list of Specially Designated Nationals and Consolidated Sanctions list (collectively, "**Prohibited Persons**"); (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You represent and warrant that (i) it is not located in, under the control of, or a national or resident of any such prohibited country and (ii) no Customer Data is controlled under the U.S. International Traffic in Arms Regulations or similar Laws in other jurisdictions. You also certify that it is not a Prohibited Person nor owned, controlled by, or acting on behalf of a Prohibited Person. You will not to use or provide the Sumo Logic Technology for any prohibited end use, including (without limitation) to support any nuclear, chemical, or biological weapons proliferation, or missile technology, without the prior permission of the United States government.

10.2 Government Customers. As defined in FAR section 2.101, any software and documentation provided by Sumo Logic are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Service Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement. Unpublished rights reserved under copyright laws of the United States.

11. GENERAL PROVISIONS

11.1 Betas. From time-to-time, Sumo Logic may offer certain Sumo Logic Technology at no charge, including alphas, betas, non-GA, limited release, developer preview, and any such similarly designated services, product features, or documentation (collectively "**Betas**"). You may, at your option, elect to participate in Betas. In the event You so elect, then Your use of Betas is subject to any additional terms that Sumo Logic specifies and is only permitted during the designated term of such Beta (which in any event will terminate to the extent a Beta is made generally available). Betas may be modified or terminated at any time and for any reason in Sumo Logic's sole discretion, without liability. You acknowledge that Betas are still under development, may be inoperable or incomplete, and are likely to contain more errors and bugs than generally available Sumo Logic Technology. There is no commitment that: (a) any Beta will be

made generally available; or (b) if made generally available, that it will be substantially similar to the Beta. You will use commercially reasonable efforts to notify Sumo Logic of any bugs or issues in the Betas. All information regarding a Beta is Sumo Logic Confidential Information.

11.2 Free Products. We may offer certain Sumo Logic Technology to You at no charge, including free accounts, trial use, and Betas (collectively "**Free Products**"). Use of Free Products is subject to any additional terms that we specify and is only permitted during the time period we designate. We may modify or terminate your right to use Free Products at any time and for any reason in our sole discretion, without liability to You. Sumo Logic will have no liability whatsoever for any harm or damage arising out of or in connection with Free Products. The Free Products are provided "as is" without any warranty. SUMO LOGIC EXPRESSLY DISCLAIMS ALL OBLIGATIONS OR LIABILITIES WITH RESPECT TO FREE PRODUCTS, INCLUDING ANY SUPPORT, WARRANTY AND INDEMNIFICATION OBLIGATIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SUMO LOGIC'S MAXIMUM AGGREGATE LIABILITY TO YOU IN RESPECT TO FREE PRODUCTS WILL BE ONE HUNDRED DOLLARS (\$100.00 USD).

11.3 Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter and supersedes and merges all prior proposals, understandings and contemporaneous communications. This Agreement may not be modified except by written agreement of both parties.

11.4 Assignment. You will not assign the Agreement (or any of your rights or obligations), except with the express written consent of Sumo Logic, and any attempted assignment in violation of this paragraph is void. Sumo Logic may assign the Agreement or delegate its obligations under this Agreement without restriction. Sumo Logic may utilize subcontractors in the performance of its obligations under the Agreement.

11.5 Relationship of the Parties. The parties are independent contractors; and, this Agreement does not create or imply any partnership, agency or joint venture.

11.6 Publicity. During the Term of the Agreement, Sumo Logic may reference You as a customer in marketing, promotional materials and public statements, subject to trademark and logo usage guidelines provided by You.

11.7 Severability; No Waiver. If any provision (or any part thereof) of this Agreement is unenforceable under or prohibited by any present or future law, then such provision (or part thereof) will be amended, and is amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from this Agreement; and, all the remaining provisions of this Agreement will remain unimpaired. A waiver of any provision of this Agreement must be signed by the waiving party; and, one waiver will not imply any future waiver.

11.8 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement (other than monetary obligations) as a result of any cause or condition beyond such party's reasonable control including, but limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunication failures, fires, floods, acts of terror, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of governments, acts of terrorism, or war.

11.9 Changes to this Service Agreement. Sumo Logic may modify the terms and conditions of this Service Agreement from time-to-time, with notice to You or by posting the modified Service Agreement to our website. Together with notice, we will specify the effective date of the modifications. **(i) Free Products.** You must accept the modifications to continue to use the Free Products. If You object to the modifications, your exclusive remedy is to cease using the Free Products. **(ii) Paid Subscriptions.** Modifications to this Service Agreement will take effect at the next renewal of your Subscription Term and will automatically apply as of the renewal date, unless You elect to not renew under Section 5.3 (Renewal). Notwithstanding anything to the contrary, in some cases, we may specify that such modifications become effective during your then-current Subscription Term. If You object to the modifications that become effective during your then-current Subscription Term, then You may terminate your affected Order Form(s) if You notify us within thirty (30) days of notification of such modification.

11.10 Changes to Services. You acknowledge that the Services are on-line, subscription-based products, and that in order to provide improved customer experience Sumo Logic may make changes to the Services, and may update the applicable documentation accordingly. Subject to Sumo Logic's obligation to provide the Services under Order Forms, Sumo Logic can discontinue any Services or any portion or any feature of any Services for any reason at any time without liability.

11.11 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to or application of any conflicts of law rules or principles and without regard to the United Nations Convention on the International Sale of Goods. If You are located in the United States, all claims arising out of or relating to this Agreement will be brought exclusively in the federal or state courts for San Mateo County, California; and, You consent to such personal jurisdiction of those courts.

11.12 Dispute Resolution and Arbitration. If You are located outside of the United States, all claims arising out of or relating to this Agreement will be submitted to the American Arbitration Association (“**AAA**”) and will be finally settled under the Rules of Arbitration of the AAA in effect at the time of applying for arbitration. The place of arbitration will be San Mateo County, California or such other location mutually agreed to by the parties. The arbitration tribunal will comprise one (1) arbitrator. The language to be used in the arbitral proceedings will be English. The arbitrator’s award will be final and binding and enforceable in any court of competent jurisdiction.

11.13 Injunctive Relief. Notwithstanding the provisions of Section 11.11 (Governing Law and Venue) and 11.12 (Dispute Resolution and Arbitration), nothing in this Agreement will prevent Sumo Logic from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

11.14 Notices. Any notice or other communication under this Agreement given by any party to any other party must be in writing and will be effective upon delivery as follows: (a) if to You, (i) when delivered via registered mail, return receipt requested, to the address specified in the Order or otherwise on record for You; or (ii) when sent via email to the email address specified in an Order Form (or otherwise on record for You); and (b) if to Sumo Logic, when sent via registered mail, return receipt requested, to Sumo Logic at Sumo Logic, 305 Main St., Redwood City, CA 94063 or such other address which Sumo Logic may specify from time to time, with a copy to legal@sumologic.com.

Exhibit A

Security Exhibit

1. **Purpose.** This Security Exhibit sets forth the information security program and infrastructure policies that Sumo Logic will meet and maintain in order to protect Customer Data from unauthorized use, access or disclosure, during the term of the Agreement.
2. **Information Security Management Program.** Sumo Logic will maintain throughout the Term of the Agreement an information security management program (the “ISMP”) designed to protect and secure Customer Data from unauthorized access or use. The ISMP will be documented and updated based on changes in applicable legal and regulatory requirements related to privacy and data security practices and industry standards.
3. **Standards.** Sumo Logic incorporates commercially reasonable and appropriate methods and safeguards to protect the security, confidentiality, and availability of Customer Data. Sumo Logic will, at a minimum, adhere to applicable information security practices as identified in International Organization for Standardization 27001 (ISO/IEC 27001) (or a substantially equivalent or replacement standard) or other authoritative sources (e.g. SOC2).
4. **Independent Assessments.** On an annual basis, Sumo Logic has an independent third-party organization conduct an independent assessment consisting of a Report on Controls at a Service Organization Relevant to Security, Availability, Processing, Integrity, Confidentiality and/or Privacy (SOC2 Type II) or such other assessment at its sole discretion (e.g. ISO 27001 Certificate). Additionally, Sumo Logic undergoes regular penetration testing from independent third parties at least on an annual basis.
5. **Information Security Policies.** Sumo Logic will implement, maintain, and adhere to its internal information security and privacy policies that address the roles and responsibilities of Sumo Logic’s personnel, including both technical and non-technical personnel, who have direct or indirect access to Customer Data in connection with providing the Services. All Sumo Logic personnel with access to Customer Data will receive annual training on Sumo Logic’s ISMP.
6. **Information Security Infrastructure.**
 - a. **Access Controls.** Sumo Logic will ensure appropriate access controls are in place to protect Customer Data. Sumo Logic agrees that it shall maintain, throughout the Term of the Agreement and at all times while Sumo Logic has access to or possession of Customer Data, appropriate access controls (physical, technical, and administrative) and shall maintain such access controls in accordance with Sumo Logic’s policies and procedures.
 - b. **Encryption.** Sumo Logic will encrypt Customer Data at rest within the Services. Sumo Logic will use at a minimum AES algorithm for encryption of Customer Data at rest with a default value of 256-bit strength. Customer Data processed in transit within the Services will be protected using TLS 1.2 encryption or stronger.
 - c. **Network and Host Security.** Sumo Logic has network intrusion detection and firewalls in place. Sumo Logic uses reasonable efforts to ensure that the Services’ operating systems and applications that are associated with Customer Data are patched or secured to mitigate the impact of security vulnerabilities in accordance with Sumo Logic’s patch management processes.
 - d. **Data Management.** Sumo Logic has adequate information security infrastructure controls in place for Customer Data obtained, transported, and retained by Sumo Logic for the provision of the Services.
7. **Business Continuity.** Sumo Logic will maintain a business continuity plan, which is designed to ensure Sumo Logic will be able to continue to provide the Services in accordance with the Agreement in the event of a disaster or other significant event that might otherwise impact Sumo Logic’s operations.

Notwithstanding the foregoing, You understand and acknowledge that You will be solely responsible for implementing and maintaining access and security controls on its own systems.

Issue	Document	Page
1	Section 3: Part A - General Terms & Conditions of Master Agreement & Section 3.3 of Attachment A	6 & 3
2	Section 3: Part A - General Terms & Conditions of Master Agreement	6
3	Section 3: Part A - General Terms & Conditions of Master	5
4	Section 3: Part A - General Terms & Conditions of Master Agreement	4
5	Section 3: Part A - General Terms & Conditions of Master Agreement	5
6	Attachment A: Equalis Group Sample Administration Agreement	3
7		

DLT Exceptions/Clarifications

Language

Section: 2.12 Audit of Winning Supplier

Issue:

Recommended Language: DLT is requesting that the language be modified to include: (1) limitation on the scope of audit with a reasonable lookback period i.e. not to extend more than 12 months; (2) require prior written thirty (30) days notice; (3) specify the types of business records that can be reviewed; and (4) the costs of such audit are the responsibility of CCOG and Equalis.

Section: Effect of Termination,

Issue: DLT is requesting clarity on the determination of active orders at the time of termination (even if by natural termination) and their required continuation under certain law/rule/regulations.

Recommended Language: Continuation of any active contracts executed with Customer prior to expiration of Agreement to remain active.

Section: Insurance

Issue: Limits shall be applicable to the include DLT COI limitations.

Recommended Language:

Section: Order of Precedence

Issue: Clarity is requested on how the Customer/Supplemental Agreements play into the order of precedence. Clarity also requested on the Specifications and scope of work cited therein.

Recommended Language:

Section: 2.7 Indemnification

Issue: Please see below proposed alternative language and an inclusion of limitation of liability.

Recommended Language: Winning supplier shall protect, indemnify, and hold harmless CCOG and Equalis Group against all claims, damages, losses and expenses arising out of or resulting from Winning Suppliers's gross negligence or willful misconduct or Winning Supplier's breach of confidentiality and the preparation of its bid and in its performance in any supplemental agreements with its Members. Neither party is liable or responsible for indirect, special, incidental, consequential, or punitive damages. Neither party shall be liable for the total amounts paid to Winning Supplier in the twelve months preceding events giving rise to the claim.

Section: 3.2 Termination

Issue: Requesting clarity on scope of time for payment.

Recommended Language: Payment for any applicable fees shall not extend the life of any deals executed under the master agreement.

Section:

Issue:

Recommended Language:

STATE OF NEW JERSEY
 Division of Purchase & Property
 Contract Compliance Audit Unit
 EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 54-1599882	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 291		
4. COMPANY NAME DLT Solutions, LLC				
5. STREET 2411 Dulles Corner Park	CITY Herndon	COUNTY FAIRFAX	STATE VA	ZIP CODE 20171
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) Tech Data Corp.		CITY Clearwater	STATE FL	ZIP CODE 33760
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT				
10. PUBLIC AGENCY AWARDED CONTRACT				

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

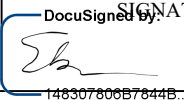
SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE*****					*****FEMALE*****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	67			4	1	1	3	23	2	3	0	0	10
Professionals	84			6	2	4	5	32	4	2	3	7	19
Technicians	0			0	0	0	0	0	0	0	0	0	0
Sales Workers	114			12	8	2	1	53	4	4	2	5	23
Office & Clerical	26			0	1	3	1	2	5	4	0	4	6
Craftworkers (Skilled)	0			0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0			0	0	0	0	0	0	0		0	0
Laborers (Unskilled)	0			0	0	0	0	0	0	0	0	0	0
Service Workers	0			0	0	0	0	0	0	0	0	0	0
TOTAL	291			22	12	10	10	130	15	13	5	16	58
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 01 01 2021
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Elizabeth White	SIGNATURE 	TITLE Director of Contracts	DATE MO DAY YEAR 02 28 2022		
17. ADDRESS NO. & STREET 2411 Dulles Corner Park, 800	CITY Herndon	COUNTY FAIRFAX	STATE VA	ZIP CODE 20171	PHONE (AREA CODE, NO.,EXTENSION) 800 - 262 - 4358

G-CERTI Certificate

G-CERTI hereby certifies that

DLT Solutions, LLC

2411 Dulles Corner Park, Suite 800 Herndon, Virginia 20171, USA

has been audited and certified as meeting the requirements & Scope of registration

ISO 9001:2015 Quality Management Systems

The provision and support of quality services in the areas of IT Product Aggregation and Technology Solution Services to customers in the US Federal Government, State, and Local governments and higher education markets

Certificate No : GIUS-1033-QC

Initial Date : 12. Sep. 2019

Expiry Date : 11. Sep. 2022

Issue Date : 12. Sep. 2019

Valid Period : 12. Sep. 2019 ~ 11. Sep. 2022

*Signed for and on behalf of GCERTI
President I.K Choi*



MSCB-113

To verify the validity of this certificate please visit : www.gcerti.com
Korea, Seoul, Eunpyeong-gu, Eunpyeong-ro. 88, 15F. Surveillance audits shall be conducted at least once a calendar year, except in recertification years. This is to certify that the Management Systems of this company has been found to confirm to the above. If the certified client does not allow surveillance, recertification audits, certificate should be returned to GCERTI. This certificate remains the property of GCERTI and this certificate is recognized by GCERTI.



ACCREDITED
MSCB-113

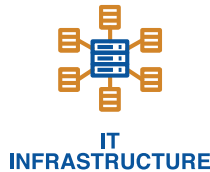


Accelerating Public Sector Growth for Technology Companies



Who We Are

As the first government aggregator, DLT makes procurement easy for government agencies by providing solutions to technology problems through our six strategic tech domains: Cloud Computing, Cybersecurity, Big Data & Analytics, Business Applications, IT Infrastructure, and Application Lifecycle. These domains are powered by DLT's strategic partnerships and robust portfolio of contract vehicles.



Our Contract Vehicles

Federal

- GSA IT Schedule 70
- NASA SEWP V
- CIO-CS
- DoD ESI Contracts
- Agency-Specific Contracts (BPA, ELA & IDIQs)

State, Local and Education

- GSA IT Schedule 70
- OMNIA Partners
- NASPO ValuePoint
- TIPS
- National Cooperative Purchasing Alliance (NCPA)
- Various State Contracts Including: CA, GA, IL, MD, NM, OH, SC, TN, TX
- Various Local Contracts, Including City of Los Angeles and King County
- Internet2 AWS
- E&I Cooperative Services

For a complete listing of DLT contracts visit dlt.com/contracts.



Our Clients

For a complete listing of DLT clients visit dlt.com/purchase.

