

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



June 2, 2022

TECHNOLOGY INTEGRATION GROUP (TIG)
10620 TREENA STREET SUITE 300
SAN DIEGO, CALIFORNIA 92131

ATTENTION: TOM JANECEK, CEO

REFERENCE: 164 Review 018084/Contract

Dear Tom:

Attached please find your copy of the approved Contract (CO15342) with the Navajo Nation Division of General Services. The Contract has been awarded in the amount of \$832,422.15. The term of the contract will commence March 22, 2022 and expires March 24, 2024.

The above contract number must be referenced on all invoices, documents, and correspondence as it relates to this contract.

Should you have any questions, please contact Alexander Largie at 928-871-6520.

Sincerely,

A handwritten signature in blue ink that reads "J. Ben".

Jeremy Ben, Accounting Manager
OOC – Contract Administration

xc: Alexander Largie, Navajo Nation Division of General Services
Cherise Natani, Contract Accounting/Navajo Nation Office of the Controller – Fiscal Recovery Fund
Contract Folder: CO15342

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



MEMORANDUM

TO: SAS Reviewers

FROM:

A handwritten signature in black ink, appearing to read "Royetta Woodie".

Royetta Woodie, Director Information Technology
Department of Information Technology (DIT)
Division of General Services

Date: February 3, 2022

SUBJECT: Internal Data Center Firewall Contract

The Department of Information Technology (DIT) submits an Internal Data Center Firewall Contract. This is in accordance with the DIT Plan of Operations:

Section IV, # 10: Provide technical support, software support, and maintenance services to the programs, departments, divisions, and branches of the Navajo Nation government.

Section IV, # 13: Ensure that the mission, goals, objectives and philosophy of the Department of Information Technology are maintained and achieved.

The Internal Data Center Firewall will be installed in a high availability environment. The solution is a next-generation firewall appliance that will offer security features application awareness, advanced malware protection, URL filtering, security intelligence, intrusion detection, and intrusion prevention to the internal Navajo Nation network.

The Scope of work, budget, updated NN Debarment and Suspension form, Certificate of Insurance, and W-9 are included.

Your understanding in this matter is greatly appreciated. Should you have any questions or concerns please feel free to contact me at (928)871-6520 ext. 6010.

**FORM 1
(ADMINISTRATIVE PURPOSES ONLY)**

**SERVICES CONTRACT BETWEEN
THE NAVAJO NATION AND**

PC Specialists Inc. Technology Integration Group (TIG)

Consultant's Legal Name (this must match the name on the Contractor's W-9 and Certificate of Insurance)

10620 Treena Street, Suite 300 San Diego, CA 92131

Consultant's physical address, state and zip code

(858)556-1900

Consultant's telephone number

CONTRACT NO: _____

FOR THE PERIOD: BEGINNING March 22, 2022
ENDING March 24, 2024

PAYMENTS TO BE MADE FROM:

Account: <u>K211517 - 9142</u>	Equipment	<u>\$ 117,068.32</u>
Account: <u>K211517 - 9142</u>	NN Tax	<u>\$ 7,024.10</u>
Account: <u>K211517 - 4210</u>	Non-Cap Equipment	<u>\$ 5,516.91</u>
Account: <u>K211517 - 4210</u>	NN Tax	<u>\$ 331.01</u>
Account: <u>K211517 - 4540</u>	Subscription	<u>\$ 355,653.04</u>
Account: <u>K211517 - 4540</u>	NN Tax	<u>\$ 21,339.18</u>
Account: <u>K211517 - 6320</u>	Software Support	<u>\$ 223,296.70</u>
Account: <u>K211517 - 6320</u>	NN Tax	<u>\$ 13,397.80</u>
Account: <u>K211517 - 7520</u>	Training	<u>\$ 18,423.00</u>
Account: <u>K211517 - 7520</u>	NN Tax	<u>\$ 1,105.38</u>
Account: <u>K211517 - 6530</u>	Professional Services	<u>\$ 62,354.25</u>
Account: <u>K211517 - 6530</u>	NN Tax	<u>\$ 3,741.26</u>
Account: <u>K211517 - 4420</u>	General Operating Supplies	<u>\$ 495.70</u>
Account: <u>K211517 - 4420</u>	NN Tax	<u>\$ 29.75</u>
Account: <u>K211517 - 6540</u>	Consulting Expenses	<u>\$ 2,645.75</u>
	Total	<u>\$ 832,422.15</u>

TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED:

UNDER THE TERMS AND CONDITIONS OUTLINED IN:

ATTACHMENT A – Mutual Promises and Agreements

ATTACHMENT B – Scope of Work

EXHIBITS: EXHIBIT A – Accounting Codes and Budget

EXHIBIT B – Consultant Credentials

EXHIBIT C – Certificate of Insurance

ADDENDUMS: ADDENDUM A- Attachment C - Special Terms & Conditions,

End User License Agreements

Employer's Identification No.: or

95-3825596

Consultant's Social Security No.:

this number must match Form W-9

SERVICES CONTRACT

ATTACHMENT A- Mutual Promises and Agreements

This Services Contract ("Contract") is made and entered into by and between the Navajo Nation, hereinafter called the "NATION" and PC Specialists Inc. Technology Integration Group (TIG), hereinafter called the "CONSULTANT." Collectively, the NATION and the CONSULTANT are the "PARTIES." The PARTIES agree as follows:

1. **Contract Term.** The NATION agrees to use the non-exclusive services of the CONSULTANT beginning March 22, 2022, and ending March 24, 2024.
2. **Scope of Work.** The CONSULTANT agrees to perform the services described in ATTACHMENT B - Scope of Work ("Scope of Work"). Any changes to the Scope of Work must be agreed to by the PARTIES through a formal Modification of the Contract pursuant to Paragraph 13 below.
3. **Compensation.** The NATION agrees to compensate the CONSULTANT for services performed under this Contract by paying a sum not to exceed \$ \$ 832,422.15, as per EXHIBIT A – Accounting Codes and Budget, to include the Navajo Nation and local government sales tax amounts described in Paragraph 18, below, for work performed within the territorial jurisdiction of the NATION.
4. **Authorized Representative.** The CONSULTANT shall work with the Dept. of Information Technology (Contracting Program), and its Authorized Representative, Alex Largie, in the performance of work or services under this Contract. No payment shall be made unless said Authorized Representative approves the work performed or services provided under this Contract and has approved the invoice(s) submitted by the CONSULTANT. Only the Authorized Representative or someone formally delegated by the Authorized Representative may assign tasks under the Scope of Work. All invoiced expenditures must be supported by receipts.
5. **Contract Number.** Contract Number C-_____ shall cover this Contract, and reference to this number shall be made on all invoices submitted by the CONSULTANT to the NATION for payment.
6. **Availability of Funds.** The liability of the NATION under this Contract is contingent upon the availability of funds. Pursuant to 2 N.N.C. §223(B), all contracts shall have sufficient funds available to perform the services under the Contract.
7. **Travel Expenses.** The PARTIES recognize that the CONSULTANT may incur reasonable travel expenses in connection with providing services to the NATION. For said travel expenses to be eligible for reimbursement hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred.
8. **Consultant is an Independent Contractor.** Neither CONSULTANT nor its employees are, or shall be deemed, NATION employees. In its capacity as an independent contractor, CONSULTANT agrees and represents, and the NATION agrees, that CONSULTANT: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any NATION employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between CONSULTANT or any of its employees and the NATION. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. The

CONSULTANT is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Section 18 below, the **NATION** is not responsible for withholding, and shall not withhold, income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to **CONSULTANT**, nor shall the **NATION** be responsible for remitting the employer's share of employment taxes to federal or state governments.

9. **The Nation's Ownership of Work Product.** The product(s) and title of the **CONSULTANT'S** work and services under this Contract shall be and will remain the property of the **NATION**. The **NATION** may use the work product for any purpose without prior approval or additional payment.
10. **The Nation's Right to Inspect Place of Business and to Inspect and Audit Books and Records.** The **CONSULTANT** agrees that the **NATION** may, at reasonable times, inspect the part of the plant or place of business of the **CONSULTANT** that is related to the performance of this Contract; and **CONSULTANT** further agrees that the **NATION** may, at reasonable times and places, inspect and audit the **CONSULTANT'S** books and records to the extent that such books and records relate to the performance of this Contract. The **CONSULTANT** shall maintain such books and records, and such books and records of any Subcontractor, for at least five (5) years from the date of final payment under this Contract. Further, **CONSULTANT** agrees to include in any Subcontractor agreement related to this Contract, provisions that the Subcontractor agrees (a) that the **NATION** may, at reasonable times, inspect the part of the plant or place of business of the Subcontractor that is related to the performance of this Contract; (b) that the **NATION** may, at reasonable times and places, inspect and audit the Subcontractor's books and records to the extent that such books and records relate to the performance of this Contract; and (c) that the Subcontractor shall maintain its books and records related to the performance of this Contract for at least five (5) years from the date of the **CONSULTANT'S** final payment under this Contract.
11. **Contact Information; Final Invoice.** Copies of all correspondence, reports, and invoices under this Contract shall be furnished to:

Insert the NATION'S and the CONSULTANT'S contact and contact information:

Alex Largie, Network Manager
Department of Information Technology
PO Box 5970
Window Rock, AZ 86515
(928)871-6520

PC Specialists Inc. Technology Integration Group (T)
Tom Janecek, Chief Executive Office
10620 Trenea Street, Suite 300
San Diego, CA 92131
(858)556-1900

NOTE: The final invoice will be due within thirty (30) days after the Contract ends.

12. **Indemnification.** The **CONSULTANT** agrees to hold harmless and indemnify the **NATION** against any and all losses, costs, damages, claims, accident or injury to person or property including death, attorneys' fees, expenses, and other liability whatsoever (collectively, "Claims"), arising under, related to, or in connection with this Contract, except to the extent such Claims are directly caused by the gross negligence or wanton and willful conduct of the **NATION** or to the extent they result from the negligence of **NATION** officials or employees as provided for and in accordance with 1 N.N.C. §§551 *et seq.*
13. **Modifications.** Any modifications to this Contract shall be made only by written amendment, signed and executed by all parties to this Contract. If a cost-based selection method, such as the submission and evaluation of bids, was used to procure this Contract, any amendment to increase this Contract that exceeds twenty percent (20%) of the original accepted bid amount shall be handled pursuant to 2 N.N.C. §223(F).

14. **Disputes; No Waiver of Sovereign Immunity.** Any and all disputes arising under, related to, or in connection with this Contract will be resolved first through negotiation between the **PARTIES** under the laws of the **NATION**. If negotiation does not resolve the dispute, the **NATION** may pursue legal action. Nothing herein shall be construed as a waiver of the **NATION'S** sovereign immunity.
15. **Termination.** The **NATION** may terminate this Contract at any time upon ten (10) days advance written notice to the **CONSULTANT**, in the event that: (a) the **NATION**, in its sole discretion, determines the **CONSULTANT'S** work or services provided are not satisfactory; (b) the **CONSULTANT** fails to submit reports and other documents as requested by the **NATION** within defined time schedules to the satisfaction of the **NATION**; (c) the **CONSULTANT** fails to submit verification of invoices to the **NATION** for payment to the satisfaction of the **NATION**; (d) the **CONSULTANT** is in breach of any material term or condition of this Contract; or (e) funds are not appropriated or otherwise made available to support continuation of this Contract.
16. **Applicable Law and Jurisdiction.** The **CONSULTANT** shall comply with all Navajo Nation laws, as they may be amended from time to time, including, but not limited to, the Navajo Business and Procurement Act, 12 N.N.C. §§1501 *et seq.*, the Navajo Preference in Employment Act, 15 N.N.C. §§601 *et seq.*, the Navajo Nation Business Opportunity Act, 5 N.N.C. §§201 *et seq.*, the Navajo Nation Corporation Act, 5 N.N.C. §§3101 *et seq.*, the Navajo Nation Limited Liability Company Act, 5 N.N.C. §§3600 *et seq.*, and the Navajo Uniform Commercial Code, 5A N.N.C. §§1-101 *et seq.*, and applicable regulations. The **CONSULTANT** agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.
17. **Pre-Contract Costs.** Costs incurred before the finalization of this Contract deemed reasonable, allowable, and allocable to performance of the Contract as agreed to by the **PARTIES** may be paid under this Contract.
18. **Navajo Nation Taxes.** The **CONSULTANT** shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. The **CONSULTANT** is subject to and shall be liable for payment of the Navajo Nation Sales Tax, at the prevailing rate, on gross receipts for all work performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N.C. §§601 *et seq.*, and the Navajo Nation Sales Tax Regulations §§6.101 *et seq.*, as amended from time to time, except that work performed within the To'Nanees'Dizi Local Government ("Tuba City Chapter") or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the **CONSULTANT** is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. §§150 *et seq.*

The **CONSULTANT** shall segregate, on each invoice, the work performed within and outside the territorial jurisdiction of the Navajo Nation, and within and outside the jurisdictions of governance-certified chapters that impose a local sales tax. The **NATION** shall withhold from each payment to the **CONSULTANT** the applicable Navajo Nation Sales Tax and/or local sales tax due from the total invoice amount associated with work performed within the Navajo Nation and/or within governance-certified chapters that impose a local sales tax (excluding Tuba City Chapter and Kayenta Township). The amount withheld reflects the Navajo Nation Sales Tax and/or local sales tax due on such invoice amounts. The **NATION** shall transfer the withheld amount to the Office of the Navajo Tax Commission as payment of the Navajo Nation Sales Tax and/or local sales tax on behalf of the **CONSULTANT**. The **CONSULTANT** will then indicate on the quarterly tax return or returns required for the Navajo Nation Sales Tax and/or local sales tax that this amount

has been previously withheld and paid to the Office of the Navajo Tax Commission. It is hereby acknowledged that the NATION withholding amounts pursuant to this section in no way removes responsibility from the CONSULTANT as a taxpayer for timely filing of tax returns and timely payment of any other amounts, which may be owed for taxes.

The CONSULTANT is subject to the Tuba City Chapter Sales Tax on gross receipts for all work performed within the Tuba City Chapter pursuant to the To’Nanees’Dizi Local Government Tax Code, as may be amended from time to time, and shall pay the sales tax directly to the Tuba City Chapter. The CONSULTANT is subject to the Kayenta Township Sales Tax on gross receipts for all work performed within the Kayenta Township pursuant to the Kayenta Township Tax Ordinances, as may be amended from time to time, and shall pay the sales tax directly to the Kayenta Township. The NATION shall not withhold this portion of the tax that is directly payable to Tuba City Chapter or Kayenta Township.

The CONSULTANT is solely responsible for the payment of all applicable taxes.

- 19. **Consultant Debarment; Suspension.** If the CONSULTANT in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity is deemed ineligible, debarred, or suspended pursuant to the Navajo Business and Procurement Act, 12 N.N.C. §§1501, *et seq.* or the Navajo Nation Procurement Act, 12 N.N.C. §§301, *et seq.*, the CONSULTANT is not legally able to enter into this Contract, and this Contract shall be null and void unless the factors that warranted the ineligibility, debarment or suspension have been sufficiently addressed as provided by applicable Navajo Nation laws.
- 20. **Insurance Coverage.** The CONSULTANT shall obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program (“RMP”) for the entire term of the Contract. The insurance coverage shall name the NATION as an additional insured as specified by the RMP, and the CONSULTANT shall notify the contracting program and the RMP, c/o The Navajo Nation, P.O. Box 1690, Window Rock, Arizona 86515 within five days of any change in the insurance policy. Proof of such insurance is attached as **Exhibit C – Certificate of Insurance**, which is made part of this Contract. The failure to fully comply with this provision shall render this Contract null and void.
- 21. **Conflicting and Additional Terms.** Any additional terms and conditions of the CONSULTANT are attached hereto and incorporated into this Contract, provided however that in the event of any conflict between the terms and conditions of this Contract and any of the CONSULTANT’S additional terms and conditions, the terms and conditions of this Contract shall control and govern. Any additional terms and conditions not attached to this Contract shall have no force or effect.

SIGNATURES OF THE CONTRACT

For the Consultant:

Tom Janecek 2/9/2022
AED8034E385E401
 Tom Janecek, Chief Executive Office Date
 PC Specialists Inc. Technology Integration Group (TIG)
 10620 Treena Street, Suite 300
 San Diego, CA 92131

For The Navajo Nation:

[Signature] 03.18.2022
 Branch Chief Date
 The Navajo Nation
 Post Office Box 9000
 Window Rock, Arizona 86515

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME	<u>PC Specialists Inc. Technology Integration Group (TIG)</u>
ADDRESS	<u>10620 Treena Street, Suite 300</u>
	<u>San Diego, CA 92131</u>
TELEPHONE NO.	<u>(858)556-1900</u>

SCOPE OF WORK:

NNDIT is soliciting proposals to design and install a High Availability Data Center firewall solution to provide Layer 3 routing and segmentation functionality to the existing network core while providing Firewall, IPS, and Malware to compliment the internal Navajo's network and enhanced security strategies including Zero Trust. The new platform will support the existing network core/backbone throughput of 12Gbps while performing security services expected including application awareness, advanced malware protection, intrusion detection and prevention, SSL Decryption for up to 50% of encrypted internal traffic, and Zero Trust provisioning for all tenants of the Navajo network.

The respondent will ensure that the solution meets the criteria for High Availability and Fault tolerance and will provide all hardware and software licenses, and professional services as a total solution. A partial solution(s) will NOT be accepted. The respondents will be responsible for the complete installation, configuration, and performance tuning of the solution

1. Consultation services include but are not limited to:

- a. Kick-off meeting with review and approved scope of work. Propose timelines for high-level project milestones.
- b. Implementation plan and project plan schedule should be provided.
- c. Installation and configuration of two Next-Generation Palo Alto Networks PA-5250 firewalls appliances
- d. Provide pre-installation checklist, technical advice, and assistance in site preparation services.
- e. Installation of hardware and software subscriptions (to the latest supported versions).
- f. Configure the cabling to support the High Availability requirements between the two appliances
- g. Review with the customer any changes to the High-Level Design Specification and update accordingly and provide a Low-Level Design Document ensuring all design requirements are met.
- h. The Data Center firewalls MUST support the following Navajo network infrastructure currently in place without replacement:
 1. Wired - Dell Network Switching (Core, ToR, Distribution, Management, and Access layers)
 2. Wireless – Aruba Access Points with Mobility Controllers and Instant Access Points
 3. IAM – Aruba ClearPass – Support for Wired and Wireless 802.1X and Security Policy role enforcement
 4. Multi-Homing required for connectivity to Perimeter Palo Alto firewalls and required Dell Data Center Switches
 5. User Identification for all Internal and External tenants on the Navajo network
 6. SSL Decryption for internal sensitive traffic (anticipated for up to 50% of designated encrypted traffic)
- i. The Data Center Firewall will provide all Layer 2 and 3 routing, VLAN segmentation, and security inspection as required for the appropriate network segment, tenant, and class of traffic.
- j. The respondent shall ensure that the firewall Security Policies and Configurations are fully documented, tested and functional per the High and Low-Level Design documents.
- k. Engineer shall perform, along with NNDIT, Functional and User Acceptance testing according to a developed NNDIT Acceptance Test Plan.

- l. Engineer shall work with NNDIT for up to 30 days post-deployment to ensure any configuration tuning/modifications are appropriately made to insure the overall performance and security of the new installation meets all requirements and changes as a result of the introduction of the new Data Center firewall into the internal Navajo network.
- m. Engineer shall provide the appropriate knowledge transfer specific to all components and the integration of this Data Center firewall project to NNDIT personnel.
- n. Set online Training schedule for on Palo Alto individuals

2. Analysis, Design and Services include but are not limited to

- a. The Data Center Firewall must identify and control applications on any port, not just standard ports (including applications using HTTP, SSL, or other protocols)
- b. The Data Center Firewall must provide the capability to decrypt SSL traffic, where appropriate
- c. The Data Center Firewall must be tuned to scan for malware and threats in internally developed Navajo applications
- d. The Data Center Firewall must not be deployed to restrict traffic and deliver the same throughput and performance with application control fully activated.
- e. The Data Center Firewall shall use the existing Navajo User Authentication systems identified to assist in the deployment of Security Policies, Rules and Enforcement to the internal users and external tenants on the Navajo network.

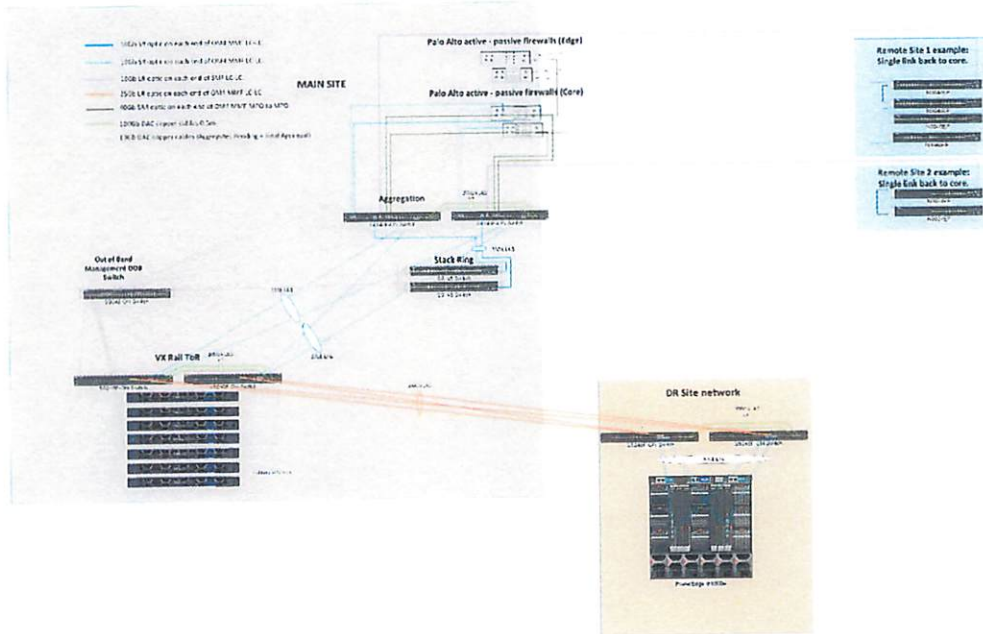
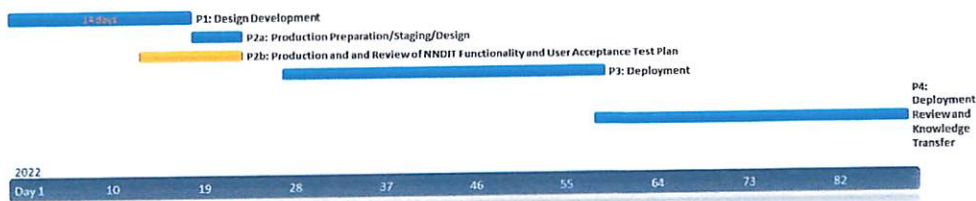


Diagram of installation at DIT Data Center



Please note: Final project timeline will be determined at Project Kickoff.

SERVICES CONTRACT

EXHIBIT A – Accounting Codes and Budget

FIRM NAME PC Specialists Inc. Technology Integration Group (TIG)
 ADDRESS 10620 Treena Street, Suite 300
San Diego, CA 92131
 TELEPHONE NO. (858)556-1900

ACCOUNTING CODES

<u>Account Number</u>		<u>Account Name</u>	<u>Item Totals</u>
K211517	- 9142	Equipment	\$ 117,068.32
K211517	- 9142	NN Tax	\$ 7,024.10
K211517	- 4210	Non-Cap Equipment	\$ 5,516.91
K211517	- 4210	NN Tax	\$ 331.01
K211517	- 4540	Subscription	\$ 355,653.04
K211517	- 4540	NN Tax	\$ 21,339.18
K211517	- 6320	Software Support	\$ 223,296.70
K211517	- 6320	NN Tax	\$ 13,397.80
K211517	- 7520	Training	\$ 18,423.00
K211517	- 7520	NN Tax	\$ 1,105.38
K211517	- 6530	Professional Services	\$ 62,354.25
K211517	- 6530	NN Tax	\$ 3,741.26
K211517	- 4420	General Operating Supplies	\$ 495.70
K211517	- 4420	NN Tax	\$ 29.75
K211517	- 6540	Consulting-Expenses	\$ 2,645.75
TOTAL CONSULTANT FEES AND EXPENSES:			\$ 832,422.15

ATTACH A DETAILED BUDGET TO THIS EXHIBIT A USING THE FORMULAS BELOW.
The detailed budget total must match the totals above and the totals on Page 1 of the Contract.

\$ 62,354.25 -Cost Estimate-Fees

\$ 333.00 per day or per hour x 148.25 work days or work hours outside the Navajo Nation:	\$	\$ 49,367.25
\$ 333.00 per day or per hour x 39.00 work days or work hours within the Navajo Nation:	\$	\$ 12,987.00
.06% Navajo Nation tax on fees for work within the Navajo Nation:	\$	\$ 3,741.26
<i>Total Fees:</i>	\$	\$ 66,095.51

\$ 2,645.75 -Cost Estimate-Expenses

Car rental & gas :	\$	\$ 670.75
Meals (<u>15</u> meals x \$ <u>25</u> per meal):	\$	\$ 375.00
Lodging (\$ <u>200.00</u> per night x <u>5</u> required overnight stays):	\$	\$ 1,000.00
Airfare (\$ <u>600.00</u> per trip x <u>1</u> trips):	\$	\$ 600.00
Materials, supplies, and goods (list each item and associated cost):	\$	
<i>Total Expenses:</i>	\$	\$ 2,645.75

Palo Alto PA-5250 HA 5 Yr

Quote Information:

Quote #: 066737

Version: 2

Quote Date: 01/21/2022

Expiration Date: 02/19/2022

Prepared by:

TIG Albuquerque

Brenda Underwood

(505) 830-8280 ext 8291

Fax (505) 872-9279

Brenda.Underwood@tig.com

TIG Albuquerque

2731 Broadway St NE Ste F

Albuquerque, NM 87107

Bill To



NAVAJO NATION DEPT OF IT
 ACCOUNTS PAYABLE SECTION
 PO BOX 1660
 WINDOW ROCK, AZ 86515
 Alex Largie
 (928) 871-6004
 alexl@navajo-nsn.gov

Ship To

NAVAJO NATION DEPT OF IT
 ACCOUNTS PAYABLE SECTION
 PO BOX 1660
 WINDOW ROCK, AZ 86515
 Alex Largie
 (928) 871-6004
 alexl@navajo-nsn.gov

Payment Terms: NET 30

sub-acct:XXXX

Hardware		Price	Qty	Ext. Price
	PAN-PA-5250-AC Palo Alto Networks PA-5250 with redundant AC power supplies	\$58,534.16	2	9140 \$117,068.32
	PAN-QSFP28-AOC-10M Palo Alto QSFP28 form factor, 100Gb active optical cable with 2 transceivers and 10m of cable permanently bonded as an assembly	\$933.39	1	4210 \$933.39
	PAN-SFP-PLUS-SR-AX Axiom 10GBASE-SR SFP+ Transceiver for Palo Alto - PAN-SFP-PLUS-SR	\$127.06	12	4210 \$1,524.72
	PAN-PA-5200-RACK4 Palo Alto Networks PA-5200 4 post rack mount kit.	\$91.15	2	4420 \$182.30
	PAN-PA-5250-TP-5YRHA2 Threat prevention subscription 5 year prepaid for device in an HA pair, PA-5250	\$88,913.26	2	4540 \$177,826.52
	PAN-PA-5250-WF-5YRHA2 WildFire subscription 5 year prepaid for device in an HA pair, PA-5250	\$88,913.26	2	4540 \$177,826.52
	PAN-SVC-PREM-5250-5YR Premium support 5 year prepaid, PA-5250	\$111,648.35	2	6320 \$223,296.70
	PAN-EDU-TRAINING-100 Training Credit - To be redeemed with Authorized Training Partners (ATPs)	\$122.82	150	7520 \$18,423.00
	PAN-SFP-PLUS-CU5M- AX Axiom 10GBASE-CU SFP+ Passive DAC Cable for Palo Alto 5m - PAN-SFP-PLUSCU5M	\$52.94	8	4210 \$423.52
	PAN-QSFP-40GBASE-SR4-AX Axiom 40GBASE-SR4 QSFP+ Transceiver for Palo Alto - PAN-QSFP-40GBASE-SR4	\$329.41	8	4210 \$2,635.28



Technology Integration Group.

800.858.0549 | www.TIG.com

SYSTEM INTEGRATION THAT POWERS YOUR BUSINESS

Hardware		Price	Qty	Ext. Price
33046	LEGRAND DAT : 2m LC-LC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable - Aqua	\$13.32	12	4420 \$159.84
27861	C2G-3ft Cat6 Snagless Crossover Unshielded (UTP) Network Patch Cable - Red - Category 6 for Network Device - RJ-45 Male - RJ-45 Male - Crossover - 3ft - Red	\$3.41	4	4420 \$13.64
00998	LEGRAND DAT : C2G 2m LC-LC 50/125 Duplex Multimode OM4 Fiber Cable - Aqua - 6ft OM3 Cable - 6 Foot Fiber Cable - 2 Meter Multimode Fiber Cable - 6 feet	\$17.49	8	4420 \$139.92
Subtotal				\$720,453.67

Quote Summary	Amount
Hardware	\$720,453.67
Subtotal:	\$720,453.67
9142 Estimated Tax:	\$43,227.22
Total:	\$763,680.89

TIG resells products from numerous manufacturers. It is common industry practice for manufacturers to offer incentives and



V. PURCHASE PRICE

Purchase Price

TIG will provide the Services, which include the Deliverables as described in this SOW, for the price indicated below. It does not include any hardware, software or licenses. Travel related expenses incurred by TIG for this engagement are included in the quoted price. Quoted price below is valid for thirty (30) days from date of this SOW.

DESCRIPTION/MILESTONE		AMOUNT DUE
PROFESSIONAL SERVICES: Internal Data Center Firewall	6530	\$62,354.25
Travel and Lodging	6520	\$2,645.75
6% Navajo Nation tax on fees for work within the Navajo Nation	9140	\$3,741.26
	Total	\$68,741.26

SERVICES CONTRACT

EXHIBIT B - Consultant Credentials

FIRM NAME	<u>PC Specialists Inc. Technology Integration Group (TIG)</u>
ADDRESS	<u>10620 Treena Street, Suite 300</u>
	<u>San Diego, CA 92131</u>
TELEPHONE NO.	<u>(858)556-1900</u>

FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. Consultant's current resume. If Consultant is a firm, use the resume of the primary responsible party,
2. Signed Navajo Nation Certification Regarding Debarment and Suspension,
3. Completed and signed W-9 Form, and
4. Any other credentials that are relevant to the work in this contract.

LETTER OF TRANSMITTAL

Each bid must be accompanied by a letter of transmittal. The letter of transmittal must:

1. Provide Statements of Qualifications

Our Mission: "TIG will earn its place as a trusted partner to our clients, providing only the highest level of service, value and advanced technology to power their strategic business goals."

TIG is a financially stable, ISO 9001:2015 Certified Technology Integrator and Solutions Provider. We provide a wide range of enterprise class technology products and services. We are proud to maintain close, strategic partnerships with Tier-One manufacturers such as Dell EMC, Hewlett Packard, Aruba, IBM, Apple, Microsoft and Cisco. Our line card includes over 280,000 products from over 1,800 manufacturers. Moreover, TIG combines expertise to deliver value-added solutions that address real world customer challenges – a "whole solution." Our commitment to being the leader is challenging and futuristic, but grounded in the reality that we currently have one of the best portfolios of products, technologies and professional services in the industry.

As a Dell Titanium Partner, TIG has attained the highest partner level achievable with Dell EMC. TIG achieved this distinction by successfully completing the training and revenue requirements for the Dell EMC Partner Program Solution Provider track. Please see **ATTACHMENT 3** for TIG's Titanium Partner certificate and TIG/Dell resume, which demonstrates our strong relationship.

2. Identify the name of the person responding to the RFP

The Navajo Nation Department of Information Technology's Account Executive is Brenda Underwood.

3. Identify the name, title, and telephone numbers of person authorized to negotiate on behalf of the organization

Tom Janecek, Chief Executive Office & Chief Financial Officer (Authorized Signatory)
(858) 566-1900

Vince Lamb, President (Authorized Signatory)
(858) 566-1900

Brenda Underwood, Account Executive
(505) 830-8280 x 8291

4. Identify the names, and telephone numbers of person to be contacted for clarification

Brenda Underwood, Account Executive
(505) 830-8280 x 8291



ATTACHMENT 1 – TIG CORPORATE HISTORY

In 1981, Technology Integration Group founder, Bruce Geier, recognized the potential of computers to improve the way the world did business and founded PC Specialists, Inc. The goal was to provide small and medium businesses with the products and expert service they needed to compete in the new and growing economy. Since then, PC Specialists Inc., dba Technology Integration Group (TIG) has been providing professionals with a comprehensive range of products and services to optimize business performance.

TIG Mission Statement

“TIG will earn its place as a trusted partner to our clients, providing only the highest level of service, value and advanced technology to power their strategic business goals.”

TIG is proud to maintain close, strategic partnerships with Tier-One manufacturers such as Microsoft, Dell Technologies, Hewlett Packard Enterprise (HPE), Hewlett Packard Inc. (HPI), IBM, Apple, Lenovo, and Cisco. Our line card includes over 280,000 products from over 1,800 manufacturers. Moreover, TIG combines expertise to deliver value-added solutions that address real world customer challenges – a “whole solution.” Our commitment to being the leader is challenging and futuristic, but grounded in the reality that we currently have one of the best portfolios of products, technologies and professional services in the industry. In fact we technically support many of our Tier-One partners, as well as, some of our competitors.

Why TIG?

Successful Small Business

Certified By and Trusted Partner to Industry Leaders including Dell Technologies, HPE, HPI, VMware, Lenovo, Cisco, Microsoft, Palo Alto & many more

offerings allow us to assist Clients in lowering costs, increasing revenues, and improving business performance.

With approximately 230 employees, TIG is one of the largest privately held integrators in the Western United States. Despite current economic trends, TIG is financially strong, further solidifying its position as a leading national computer system integrator. TIG’s robust end-to-end solutions and professional services

TIG Offers

- 22 regional offices in the United States, 1 office Shanghai, China and 2 offices in Canada.
- 10 Warehouses located strategically throughout the US.
- 280,000+ products from over 1,800 manufacturers
- 145+ Certified technical professionals
- ISO 9001:2015 and TL 9000:2016-HS (R6)/5.5 Certified Quality Management System
- SO/IEC 20243:2018 Certified by Open Trusted Technology Provider Standard (O-TTPS)

GLOBAL FOOTPRINT



TIG FINANCIAL PROFILE

TIG has been in business for over 40 years. Please see the attached Letter of Reference from Wells Fargo in regards to our financial stability. In these uncertain financial times it is important that your organization select a company that has sufficient resources to deliver projects on time and within budget.

Financial Growth Highlights:

- Growth of Revenues from \$60M to \$308M in the last 19 years
- \$40 million Line of Credit with Wells Fargo Commercial Distribution Finance with an available uplift of \$60 million
- 100% of company owned by active employees
- Annual financial statements audited by RSM US LLP

SMALL BUSINESS

Under certain NAICS codes, TIG qualifies under the Small Business Agency's (SBA) guidelines as a small business. TIG believes in success through partnerships and diversity. TIG works hard at developing strong, enduring relationships with clients and establishing strategic partnerships with leading manufacturers and local service providers to deliver multi-vendor and multi-service solutions.

TIG ALLIANCE PARTNER PROGRAM (TAPP)

TIG is very aware of the importance of supporting other small and minority businesses. The computer industry is limited in the number of minority businesses that supply computers and related products. We have a history of success of both identifying and cultivating compelling partnerships and teaming agreements that advance our capability and the ability to impact Federal and State agency IT missions. Teaming partners are carefully selected using the Awareness/Participation /Diversity/Compliance (APDC) criteria that have been in place for several years. The key components that the TAPP administrator and our quality team use to evaluate the onboarding of new TAPP members are:

- Awareness of corporate supplier small business goals and objectives
- Participation with diverse small business suppliers in bidding opportunities
- Subcontracting of diverse small business suppliers in actual procurement transactions
- Compliance with awarded subcontracting dollars to diverse small business suppliers as a percentage of annual TIG procurement commitment

TIG QUALITY PROGRAM

Certified by National Quality Assurance, U.S.A.

- TIG is ISO 9001:2015 - Certificate No. 18491
 - Provisioning Technology Hardware, Software, and Accessories;
 - Integrating Value Added and Other Professional Services, including Design Services for the Enterprise and End-User IT Environments
- TL9000:2016 (Telecommunications) – Certificate No. TL18499
 - Procurement Services



Quality Control

Key component of our ISO Certified Quality Management System

- Quality checks throughout the lifecycle process regardless of the model chosen
 - Ordering/Purchasing
 - Receiving and Shipping
 - Configuration
 - Installation
 - Repair incidents and Refurbishment
 - Disposal

Follow up on all aberrations or Customer Impact Events by Quality Manager and Quality Action Committee Executive Steering Committee is actively involved in QMS.



Additionally to assure our Federal customers of the integrity of Commercial Off-The-Shelf (COTS) products offered by TIG, we maintain a Supply Chain Risk Management Plan (SCRM) and maintain a certification by Open Trusted Technology Provider Standard (O-TTPS):

- ISO/IEC 20243:2018



ATTACHMENT 2 – FINANCIAL LETTER OF REFERENCE



Commercial Distribution Finance,
LLC.

MAC G0189-160
1100 Abernathy Rd NE, Suite
1600
Atlanta, GA. 30328
Tel 470-307-3705
Cell 404-904-4666

March 30, 2021

Subject: Credit Reference

To whom it may concern

Our customer, PC Specialists, Inc. dba Technology Integration Group has requested that Wells Fargo Commercial Distribution Finance, LLC ("Wells Fargo") supply you with information regarding their credit relationship with Wells Fargo. PC Specialists, Inc. dba Technology Integration Group currently has in place a \$40,000,000 line of credit with Wells Fargo, a relationship that has been in existence since 2003, and is reviewed annually, and is currently in good standing.

This letter only pertains to the existence of such line of credit, should not be relied upon for general purposes. You shall conduct your own independent investigation and due diligence. This letter is confidential and may not be shared with any party, unless you are required to do so by law or with Wells Fargo's prior written consent. Wells Fargo does not undertake any duty to update you in the event that the relationship between PC Specialists, Inc. dba Technology Integration Group and Wells Fargo should change.

Sincerely,

Jane Schwarze
ABL Relationship Manager
Commercial Distribution Finance



ATTACHMENT 3 – DELL TITANIUM PARTNER CERTIFICATION & RESUME



Technology Integration Group

HAS MET THE PROGRAM PREREQUISITES AND BUSINESS REQUIREMENTS TO QUALIFY
AS A DELL TECHNOLOGIES PARTNER PROGRAM TITANIUM SOLUTION PROVIDER



Rola Dagher
Global Channel Chief,
Dell Technologies

February 2021 to January 2022



TIG PARTNER TIERS

GCC Titanium Partner
Federal Titanium Partner
OEM Gold Partner
Dell Canada Gold Partner



Self-Assessed
Open Trusted Technology Provider™ V1
O-TTPS 1.1 (ISO/IEC 20243-2015)

MARKETS

Commercial
Enterprise
Education
Healthcare & Life Sciences
State & Local Government
International

TECHNOLOGY CREDENTIALS

Client Data Security
Client Services (ProDeploy)
Converged Infrastructure
Converged Infrastructure Services
(VX Rail Deployment)
Core Client Solutions
Data Protection Services
(Avamar & Data Domain Deployment)
Federal GSA Partner
Hybrid Cloud
Managed Service Provider
Networking
Networking Services (ProDeploy)
Server
Software Defined Infrastructure
Storage Service
(SC Series Deployment)
Workstation

PROFESSIONAL SERVICES

Managed Service Provider
Cloud Solutions | Cloud
Services Converged Network
Infrastructure Implementation
partner Managed Print
Services Managed Services
Security
Wireless
Server | Storage
Supplies | Media
Unified Communications
Virtualization



"TIG is one of our strongest national partners. TIG understands Dell Technologies and has proven their value add over and over again in many strategic accounts."

– Wade McFarland, Vice President NA Global Commercial Channels

As one of Dell EMC's top go to partners, TIG continually proves its commitment with annual sales upwards of \$90M. TIG has grown by building strong relationships with Dell EMC executives, sales, engineers, and our customers. Deploying hundreds of sales representatives and technical resources from 22 US regional offices and international offices in China and Canada, TIG helps to provide the Dell EMC sales organization with more feet on the street locally, nationally and globally! TIG works with every business segment and understands the importance of discovering and driving net new business as well as maintaining and growing current business. Proactive and continuous engagement and communication is the key to our success as we seek to expand business with Dell EMC to go deeper and wider.

Why TIG

- Dell EMC Titanium Partner – LVAR
- \$90M in Dell EMC Sales Annually
- Dell EMC Certified Deployment Professional for Client & Networking- TIG can resell and co-deliver Dell EMC ProDeploy Services
- Dell EMC Canada GEO Partner
- Top Partner from beginning of the Dell Channel Partner - Program 20 US Offices | 1 China Office | 2 Canada Offices
- 12 Warehouse & Integration Centers | Global Distribution
- TIG supports and manages large contracts, T's & C's and reporting
- TIG holds 200+ deal registrations and engages with Dell Channel and direct teams to drive closures.
- Live demo on Dell EMC solutions from TIG San Diego lab
- Intricate knowledge and understanding of deal registration, pipeline management & sales cycle processes

- As a VMware Premier Partner, TIG holds 11 Solution Competencies and the Master Services Competency (MSC) in Data Center Virtualization. TIG has the ability to cross-sell and deliver comprehensive VMware software licensing agreements in addition to complex Dell Technologies data center infrastructure.

- By partnering with VMware, AWS and Azure, TIG is able to support our client's multi-cloud and on-premises/off-premises strategy and vision by providing assessment, planning, design and migration solutions

- 40+ Engineers, Solution Architects and Technical resources across the country with a number of those Certified in Dell EMC Technical & Services Competencies.

- As a MyRewards partner, TIG understands and leverages the programs available to help drive our Dell Technologies engagement and business.

Technology Focus

TIG's ISO 9001:2015 and ISO/IEC 20243-2015 (Self-Assessed Open Trusted Technology Provider™ V1 O-TTPS) certifications confirm our secure supply chain and offers customers best practices approach to planning, design, and implementation of strategic datacenter solutions. Our approach employs TIG's Enterprise Roadmap methodology—which takes a holistic approach providing client with a complete view of their IT needs today and a confidence in scale for tomorrow. Core service offerings include virtualization, business analytics and big data, enterprise storage, networking, security, unified communications, and private and public cloud technologies. TIG maintains a highly trained team of certified subject matter consultants, focused and aligned to support these strategic technologies. TIG also offers nationwide and global IT managed services. This portfolio offering includes a full lifecycle of services ranging from managed deployments to fully managed or outsourced IT operations. TIG holds a Master Services Agreement with Dell EMC and is very well versed working as a subcontractor to Dell EMC providing full scale life cycle support solutions to project based staff augmentations services.

Technical Services

- MSA/MRA in place - 145+ Employed Technical Resources
- Dell EMC Canada GEO Partner
- Experienced working with Dell EMC PM and Services Management
- Complete Life Cycle Services – 85,000 Dell EMC Devices under contract
- High Volume Depot Services
- Proprietary Asset Management System—Tempest
- One to One Expertise and Consulting
- Chrome Solutions Expert
- Customer Appointed Service Provider
- Large Scale Expert Configuration, Deployment and Installation Services
- Warehousing and Logistics abilities in numerous geographic areas

What DELL EMC and TIG can accomplish separately is not even close to what we can accomplish TOGETHER!



ATTACHMENT 4 – PALO ALTO CERTIFICATION



Technology Integration Group

**2022 Palo Alto Networks
Registered Partner**

Karl Soderlund
Senior Vice President
Worldwide Channels

SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

FIRM NAME	<u>PC Specialists Inc. Technology Integration Group (TIG)</u>
ADDRESS	<u>10620 Treena Street, Suite 300</u>
	<u>San Diego, CA 92131</u>
TELEPHONE NO.	<u>(858)556-1900</u>

FOR INTERNAL GUIDANCE ONLY - Include in this section:

- 1. The Consultant's Certificate(s) of Insurance, and**
- 2. The Risk Management Program's (RMP) signed Memorandum which indicates that this particular Certificate of Insurance meets RMP's minimum insurance requirements.**

THE NAVAJO NATION



JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

M E M O R A N D U M

TO Alexander Largie, Network Manager
Department of Information Technology (DIT)
DIVISION OF GENERAL SERVICES

FROM 
Shawnevan Dale, Program Supervisor II
Risk Management Program

DATE February 3, 2022

SUBJECT **INSURANCE MINIMUMS** – PC Specialists Inc., dba Technology Integration Group
(Final)

Our office is in receipt of the above referenced document for review. Review focused primarily on the scope of work, Professional Services Contract and the Certificate of Insurance. After further review, the Risk Management Program has the following comments:

1. The Navajo Nation should require the following minimum insurance requirements:
 - a. Commercial General Liability coverage, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate;
 - b. **The Navajo Nation shall be named as additional insured for general liability coverage only.**
2. Additionally, the Navajo Nation should require the contractor to carry Network Security & Privacy coverage with limits no less than \$1,000,000 per claim, \$2,000,000 aggregate. This coverage should be on a claims made basis and the retro date should be no later than the start date of the project/agreement.
3. All coverages should include a waiver of subrogation. All coverages should be primary and the Navajo Nation's coverage non-contributory.
4. The contractor **has met** the recommended insurance minimums.

If you have any questions, please feel free to contact me at extension 6335.

cc: rpm





Certificate of Insurance

Producer R-T Specialty of California, LLC - Burbank 3900 W. Alameda Ave., Ste 2100 Burbank, CA 91505	THIS CERTIFICATE OF INSURANCE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT PROVIDE THE CERTIFICATE HOLDER WITH ANY RIGHTS UNDER THE POLICY DESCRIBED BELOW. THE POLICY IS NOT CHANGED OR AMENDED IN ANY WAY BY THIS CERTIFICATE.
Named Insured PC Specialists, Inc. dba: Technology Integration Group TIG Shanghai, Ltd Itex, Inc. dba: Technology Integration Group Technology Integration Group, Inc.	Insurance Company Hudson Excess Insurance Company (a stock company) 100 William Street, 5th Floor, New York, NY 10038

THE POLICY DESCRIBED BELOW IS SUBJECT TO ALL OF THE TERMS, CONDITIONS AND EXCLUSIONS CONTAINED IN THE POLICY. THIS CERTIFICATE REFLECTS THAT THE POLICY WAS ISSUED TO THE NAMED INSURED ABOVE FOR THE POLICY PERIOD INDICATED. THIS CERTIFICATE IS NOT EVIDENCE THAT THE POLICY MEETS ANY REQUIREMENTS OF ANY CONTRACT OR OTHER DOCUMENT THAT MAY EXIST BETWEEN THE NAMED INSURED AND ANY OTHER PARTY. THE LIMITS OF LIABILITY SHOWN BELOW MAY HAVE BEEN (OR IN THE FUTURE MAY BE) REDUCED OR EXHAUSTED BY PAID CLAIMS.

X	Type of Insurance	Policy Number	Policy Start Date	Policy End Date	Liability Limits at Policy Inception
	ClickStream® 2.0 connected services with CyberInfusion® policy				\$ \$
X	HyperDrive® 2.0 technology services with CyberInfusion® policy	EMT 11160 15	10/31/2021	10/31/2022	\$5,000,000 EACH GLITCH \$8,000,000 AGGREGATE
	Disseminator SM content liability policy				\$ \$
	BusinessWare® 2.0 E&O with CyberInfusion® policy				\$ \$

Description or Comments

Certificate Holder Box Navajo Nation PO Box 2588 Window Rock, AZ 86515	CANCELLATION: IF THE POLICY DESCRIBED IN THIS CERTIFICATE IS CANCELLED BY THE INSURANCE COMPANY BEFORE THE POLICY END DATE SHOWN, THE INSURANCE COMPANY OR ITS REPRESENTATIVE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (OR 10 DAYS FOR NON-PAYMENT) TO THE FIRST ENTITY OR PERSON NAMED IN THE CERTIFICATE HOLDER BOX, BUT THE INSURANCE COMPANY, ITS AGENTS AND REPRESENTATIVES WILL NOT BE LIABLE IN ANY WAY FOR FAILURE TO MAIL SUCH NOTICE.
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THIS CERTIFICATE DOES NOT CONFER ANY COVERAGE RIGHTS ON THE CERTIFICATE HOLDER. THE CERTIFICATE HOLDER IS NOT AN ADDITIONAL INSURED UNLESS: (1) THE INSURANCE COMPANY HAS ISSUED AN ENDORSEMENT TO THE POLICY TO EFFECT SUCH COVERAGE, OR (2) THE CERTIFICATE HOLDER SATISFIES ALL OF THE REQUIREMENTS IN THE POLICY TO QUALIFY AS AN ADDITIONAL INSURED AS DESCRIBED IN THE POLICY'S DEFINITION OF "YOU."	THIS CERTIFICATE DOES NOT CHANGE IN ANY WAY THE INSURANCE PROVIDED BY THE POLICY DESCRIBED HEREIN. THE CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE HOLDER AND ANY OTHER PARTY.
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 Authorized Representative

11/2/2021
 Date



Certificate of Insurance

Producer R-T Specialty of California, LLC - Burbank 3900 W. Alameda Ave., Ste 2100 Burbank, CA 91505	THIS CERTIFICATE OF INSURANCE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT PROVIDE THE CERTIFICATE HOLDER WITH ANY RIGHTS UNDER THE POLICY DESCRIBED BELOW. THE POLICY IS NOT CHANGED OR AMENDED IN ANY WAY BY THIS CERTIFICATE.
Named Insured PC Specialists, Inc. dba: Technology Integration Group TIG Shanghai, Ltd Itex, Inc. dba: Technology Integration Group Technology Integration Group, Inc.	Insurance Company Hudson Excess Insurance Company (a stock company) 100 William Street, 5th Floor, New York, NY 10038

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X	HyperDrive® 2.0 technology services with CyberInfusion® policy	EMT 11160 15	10/31/2021	10/31/2022	\$5,000,000 EACH GLITCH \$8,000,000 AGGREGATE
	Disseminator SM content liability policy				\$ \$
	BusinessWare® 2.0 E&O with CyberInfusion® policy				\$ \$

Description or Comments

Certificate Holder Box Navajo Nation – Department of Information Technology PO Box 5970 Window Rock, AZ 86515	CANCELLATION: IF THE POLICY DESCRIBED IN THIS CERTIFICATE IS CANCELLED BY THE INSURANCE COMPANY BEFORE THE POLICY END DATE SHOWN, THE INSURANCE COMPANY OR ITS REPRESENTATIVE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (OR 10 DAYS FOR NON-PAYMENT) TO THE FIRST ENTITY OR PERSON NAMED IN THE CERTIFICATE HOLDER BOX, BUT THE INSURANCE COMPANY, ITS AGENTS AND REPRESENTATIVES WILL NOT BE LIABLE IN ANY WAY FOR FAILURE TO MAIL SUCH NOTICE.
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Authorized Representative

11/2/2021
Date



Certificate of Insurance

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Named Insured PC Specialists, Inc. dba: Technology Integration Group TIG Shanghai, Ltd Itex, Inc. dba: Technology Integration Group Technology Integration Group, Inc.	Insurance Company Hudson Excess Insurance Company (a stock company) 100 William Street, 5th Floor, New York, NY 10038

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	Disseminator SM content liability policy				\$ \$
	BusinessWare® 2.0 E&O with CyberInfusion® policy				\$ \$

Description or Comments

Certificate Holder Box Navajo Tribal Utility Authority ATTN: Shelly E. Cleveland, Purchasing Department North Navajo Route 12 Fort Defiance, AZ 86504	CANCELLATION: IF THE POLICY DESCRIBED IN THIS CERTIFICATE IS CANCELLED BY THE INSURANCE COMPANY BEFORE THE POLICY END DATE SHOWN, THE INSURANCE COMPANY OR ITS REPRESENTATIVE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (OR 10 DAYS FOR NON-PAYMENT) TO THE FIRST ENTITY OR PERSON NAMED IN THE CERTIFICATE HOLDER BOX, BUT THE INSURANCE COMPANY, ITS AGENTS AND REPRESENTATIVES WILL NOT BE LIABLE IN ANY WAY FOR FAILURE TO MAIL SUCH NOTICE.
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---	--

Authorized Representative

11/2/2021
Date

Named Insured PC Specialists, Inc. dba Technology Integration Group; NI Network Plus; Entre Technology Business Group, Inc.; TIG Shanghai, Ltd.
Policy Number EET 11160 15
Effective Date 10/31/2021
Writing Company Hudson Excess Insurance Company

Additional You

You and we agree to the following:

Common Terms and Conditions, Part II – Definition of **you** or **your** is changed to add at the end:

- Navajo Nation, but only:

- a) for a claim against Navajo Nation caused by a glitch committed by a person or entity described in items 1. – 6. of the definition of **you** or **your** during the **named insured's** performance of **technology services**; and
- b) if there are no allegations of direct or independent misconduct by Navajo Nation.

In all other respects, the policy remains the same.

Named Insured PC Specialists, Inc. dba Technology Integration Group; NI Network Plus; Entre Technology Business Group, Inc.; TIG Shanghai, Ltd.
Policy Number EET 11160 15
Effective Date 10/31/2021
Writing Company Hudson Excess Insurance Company

Specified Waiver of Rights of Recovery

you and we agree to the following:

Common Terms and Conditions, Part V – Conditions, E. Subrogation is modified to add at the end, as previously amended:

E. Subrogation

- However, solely as respects technology services performed by you for Navajo Nation, we will waive any right of recovery we may have against Navajo Nation for amounts paid by us for claim expenses or damages.

In all other respects, the policy remains the same.

SERVICES CONTRACT

ADDENDUM A - ATTACHMENT C- SPECIAL TERMS AND CONDITIONS

END USER LICENSE AGREEMENTS

FIRM	<u>PC Specialists Inc. Technology Integration Group (TIG)</u>
NAME	<u>10620 Treena Street, Suite 300</u>
ADDRESS	<u>San Diego, CA 92131</u>
TELEPHONE NO.	<u>(858)556-1900</u>

SERVICES CONTRACT

ATTACHMENT C

SPECIAL TERMS AND CONDITIONS

- 1. Confidential Information:** Customer acknowledges that the Proprietary Information and all information transmitted in connection with the performance of the Services, which is clearly marked as confidential, constitutes Confidential Information. TIG acknowledges that information transmitted by Customer, which is clearly marked as confidential, constitutes Confidential Information. Each party agrees that it will receive and maintain the Confidential Information of the other party in confidence and, except as provided herein, will not use the Confidential Information for its own benefit or disclose it or otherwise make it available to third parties. The parties will take reasonable steps to ensure that their employees, representatives and agents comply with this provision. Confidential Information will not include information which: (i) is or becomes publicly available; (ii) was known to the recipient prior to the time it was disclosed; (iii) is independently developed by its owner without restriction on disclosure; (iv) is independently developed by the recipient without breach of this Agreement; or (v) is received from a third party without obligation of confidentiality. At the termination of this Agreement and upon request from the other party, all information marked as confidential shall be returned to the respective owner.
- 2. Ownership Rights of TIG:** Unless otherwise set forth in the respective Statement of Work, the ideas, concepts, know-how or techniques developed during the course of this Agreement by TIG shall be the sole and exclusive property of TIG, subject to a royalty-free, full paid-up non-exclusive license to Customer, and may be used by TIG in any way it may deem appropriate. Unless otherwise set forth in the respective Statement of Work, all Deliverables, including without limitation any software, specifications, data, documentation, discoveries, improvements and inventions conceived, made or developed in the performance of this Agreement ("Proprietary Information") shall be the sole and exclusive property of Customer. TIG agrees to execute all documents necessary to fully secure and perfect Customer's interest in the Proprietary Information, including the filing of patent and copyright applications. TIG may elect to develop materials, which are competitive with Deliverables, which might be supplied to the Customer hereunder, irrespective of their similarity to such Deliverables.
- 3. Limited Warranty:** TIG warrants that the services furnished hereunder shall be performed in a professional and workmanlike manner. This warranty will be valid for a period of fourteen (14) days from the performance of the Services. EXCEPT AS EXPRESSLY PROVIDED HEREIN,, TIG MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO ANY SERVICES OR DELIVERABLES SUPPLIED UNDER THIS AGREEMENT. TIG EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THESE SERVICES.
- 4. Limitation of Liability:** IN NO EVENT SHALL TIG OR THE CUSTOMER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING ANY LOSS OF PROFIT, REVENUE OR DATA) ARISING OUT OF THE USE, PERFORMANCE OR FURNISHING OF ANY DELIVERABLES OR SERVICES, EVEN IF TIG SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE, OR FOR ANY CLAIM OR ACTION BROUGHT AGAINST THE OTHER PARTY BY ANY THIRD PARTY. TIG's liability to the Customer for damages, from any cause whatsoever and regardless of the form of action, shall be limited to the remedies set out in this

Agreement and subject to Paragraph 14 of Attachment A to the Services Contract, but in any event shall not exceed the charges paid or payable by Customer under this Agreement for the particular Services or Deliverables from which the liability arises. Customer agrees that TIG will not have any responsibility for, or any liability in connection with, the actions of the Customer or third parties, any hardware, software or other items or services provided by persons other than TIG or its subcontractors, including, without limitation, any viruses or malware in connection therewith. No actions arising out of the performance of Services or the furnishing of Deliverables under this Agreement may be brought by either party more than two (2) years after the cause of action arises.

5. **Independent Contractor:** Nothing in this Agreement shall be construed to create a partnership, joint venture, agency relationship or employment relationship between the Customer and TIG. Neither party has the right or authority to assume or create any obligation on behalf of the other party.

6. **Non-Solicitation:** Except as otherwise provided by law, neither party shall, without the prior written consent of the other, solicit the employment of any personnel who performed work by reason of this Agreement or the work described hereunder, during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement. This shall not be construed to prohibit the hiring of the other party's employees who respond to a general advertisement or solicitation for employment.

7. **Change Management Process:** This Change Management Process is subject to Paragraph 13 of Attachment A to the Services Contract and will be used when TIG or the Customer determines that a change is necessary to refine a process, procedure, or specific responsibility identified in this SOW, and may result in a change to cost and schedule. The party proposing the change will document the request using a Change Order Request Form and following the Change Management Process below.

- The receiving party will review the proposed Change Order Request Form and determine whether the change is acceptable or requires modifications.
- Both parties will, in good faith, mutually review the proposed Change Order Request Form and will (i) approve it, (ii) agree to further investigation, (iii) or reject it (collectively, the "Change Management Process").
- When the parties agree to the change, they will both sign the Change Order Request Form, at which point it will become a binding Change Order in accordance with the terms contained therein, and will constitute authorization to implement the change.

END USER LICENSE AGREEMENTS

Following this page, please find Palo Alto and NNDIT's previously negotiated End User Agreement.

End User Agreement

This End User Agreement ("Agreement") is made and entered into as of the latter date of execution ("Effective Date") by and between:

Navajo Nation ("End User", "Customer", "You," or "Your")
Tribal Hill Drive/PO Box 5970
Window Rock, AZ 86515

And,

If End User is located in North America or Latin America:
Palo Alto Networks, Inc. and its Affiliates
3000 Tannery Way, Santa Clara
California 95054, United States

If End User is located in any other country:
Palo Alto Networks (Netherlands) B.V. and its Affiliates
De Entrée 99-197, Oval Tower, 5th Floor
1101 HE Amsterdam, the Netherlands

(collectively, "Palo Alto Networks")

Palo Alto Networks and End User may also be referred to herein individually as a "Party" or collectively as the "Parties" throughout this Agreement.

IN WITNESS WHEREOF, Parties hereto have caused their respective authorized representatives to execute this Agreement as of the Effective Date.

Palo Alto Networks



End User: Navajo Nation

DocuSigned by:
Melinda Thompson
Signed: 078D11B782E74ED

Signed: [Signature]

Print Name: Melinda Thompson

Print Name: Jonathan Nez

Title: VP, Deputy GC

Title: Navajo Nation President

Date: 2020-06-25 | 12:08 PM PDT

Date: 07.07.2020

THIS AGREEMENT GOVERNS THE USE OF PALO ALTO NETWORKS PRODUCTS INCLUDING SAAS, CLOUD-DELIVERED SECURITY SERVICES, HARDWARE AND SOFTWARE. PRODUCT BRANDS INCLUDE, BUT ARE NOT LIMITED TO, CORTEX, DEMISTO, TWISTLOCK, PRISMA, AND ZINGBOX.

BY DOWNLOADING, INSTALLING, REGISTERING, ACCESSING, EVALUATING OR OTHERWISE USING PALO ALTO NETWORKS PRODUCTS, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE BOUND TO THIS AGREEMENT. IF YOU DO NOT ACCEPT ALL ITS TERMS, IMMEDIATELY CEASE USING OR ACCESSING THE PRODUCT. THIS AGREEMENT GOVERNS YOUR USE OF PALO ALTO NETWORKS PRODUCTS HOWEVER THEY WERE ACQUIRED INCLUDING WITHOUT LIMITATION THROUGH AN AUTHORIZED DISTRIBUTOR, RESELLER, ONLINE APP STORE, OR MARKETPLACE. MAINTENANCE AND SUPPORT SERVICES ARE GOVERNED BY THE END USER SUPPORT AGREEMENT FOUND AT www.paloaltonetworks.com/legal/eusa WHICH IS HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

If you use a Product for proof of concept, beta testing, trial, evaluation or other similar purpose (“**Evaluations**”), you may do so for 30 days only unless Palo Alto Networks issues an extension. Palo Alto Networks reserves the right to terminate Evaluations at any time. For Evaluations, only Sections 1, 2, 3, 8, 10, 11, 12, and 13 of this Agreement shall apply because Evaluations are provided “AS IS”. PALO ALTO NETWORKS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1. DEFINITIONS

“**Affiliate**” means any entity that Controls, is Controlled by, or is under common Control with Customer or Palo Alto Networks, as applicable, where “Control” means having the power, directly or indirectly, to direct or cause the direction of the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise.

“**End User Data**” means data that may be accessed or collected by Products during the relationship governed by this Agreement, in the form of logs, session data, telemetry, user data, usage data, threat intelligence data, and copies of potentially malicious files detected by the Product. End User Data may include confidential data and personal data, such as source and destination IP addresses, active directory information, file applications, URLs, file names, and file content.

“**Enterprise Agreement**” means a volume licensing arrangement, valid for a specified term, during which End User may access certain Software, Subscriptions, and/or related technical support. Enterprise Agreements are subject to additional terms and conditions found [here](https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/enterprise-agreements.pdf) (https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/enterprise-agreements.pdf).

“**Hardware**” means hardware-based products listed on Palo Alto Networks’ then-current price list or supplied by Palo Alto Networks regardless of whether a fee is charged for such hardware.

“**Product**” means, collectively, Hardware, Software, Subscription, or any combination thereof, regardless of whether or not procured under an Enterprise Agreement.

“**Published Specifications**” mean the user manual and other corresponding material published by Palo Alto Networks and customarily made available to End Users of the applicable Product.

“Security Incident” means any unauthorized access to any End User Data stored on Palo Alto Networks’ equipment or in Palo Alto Networks’ facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of End User Data that compromises the privacy, security or confidentiality of such End User Data.

“Software” means any software embedded in Hardware and any standalone software that is provided without Hardware, including updates, regardless of whether a fee is charged for the use of such software.

“Subscription” means Software-as-a-Service and cloud-delivered security services, including updates, provided by Palo Alto Networks including, but not limited to, Cortex, Demisto, Prisma, Threat Prevention, URL Filtering, WildFire, regardless of whether a fee is charged for its use. Technical support, customer success plans, and professional services are not considered Subscriptions under this Agreement.

2. USE AND RESTRICTIONS

a. Software Use Grant

This section 2.a applies to Software only. Subject to your compliance with this Agreement, Palo Alto Networks grants you a limited, non-exclusive right to use the Software:

- i. in accordance with Published Specifications for the Product;
- ii. solely within the scope of the license purchased (e.g, number of users);
- iii. solely for your internal use, unless agreed otherwise in a separate written contract with Palo Alto Networks; and
- iv. through your third-party contractor providing IT services solely for your benefit, subject to their compliance with this Agreement.

All other rights in the Software are expressly reserved by Palo Alto Networks.

b. Access to Subscriptions

This section 2.b applies to Subscriptions only. During the term of the Subscriptions purchased, Palo Alto Networks will use commercially reasonable efforts to make them available 24 hours a day, 7 days a week except for published downtime or any unavailability caused by circumstances beyond our control including, but not limited to, a force majeure event described in section 13.g below. Palo Alto Networks grants you a non-exclusive right to access and use the Subscriptions:

- i. in accordance with Published Specifications for the Product;
- ii. solely within the usage capacity purchased (e.g., number of workloads);
- iii. solely for your internal use, unless agreed otherwise in a separate written contract with Palo Alto Networks; and
- iv. through your third-party contractor providing IT services solely for your benefit, subject to their compliance with this Agreement.

All other rights to the Subscriptions are expressly reserved by Palo Alto Networks.

c. Use Restrictions

You shall not:

- i. Use any Product that is procured under a Lab or NFR (not for resale) SKU in a production environment.
- ii. Use the Products beyond the scope of the license and/or capacity purchased;
- iii. Modify, translate, adapt or create derivative works from the Products, in whole or in part;

- iv. disassemble, decompile, reverse engineer or otherwise attempt to derive the source code, methodology, analysis, or results of the Products, in whole or in part, unless expressly permitted by applicable law in the jurisdiction of use despite this prohibition;
- v. Remove, modify, or conceal any product identification, copyright, proprietary or intellectual property notices or other such marks on or within the Product;
- vi. Disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that you (or a third-party contracted by you) run on the Products, in whole or in part;
- vii. Transfer, sublicense, or assign your rights under this Agreement to any other person or entity except as expressly provided in section 2.d below, unless expressly authorized by Palo Alto Networks in writing;
- viii. Sell, resell, transfer the Products except in accordance with [Palo Alto Networks license transfer procedure](https://www.paloaltonetworks.com/support/support-policies/secondary-market-policy.html) (<https://www.paloaltonetworks.com/support/support-policies/secondary-market-policy.html>);
- ix. Use Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Palo Alto Networks in writing;
- x. Duplicate the Software, its methodology, analysis, or results unless specifically permitted in accordance with Published Specifications for such Software or for the specific purpose of making a reasonable number of archival or backup copies, and provided in both cases that you reproduce in the copies the copyright and other proprietary notices or markings that appear on the original copy of the Software as delivered to you;
- xi. Use the Subscriptions to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights;
- xii. Use the Subscriptions in any manner not authorized by the Published Specifications for the Product;
- xiii. Interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the Subscriptions, their related systems or networks, or any third-party data contained therein; or
- xiv. Provide access to or otherwise make the Products or the functionality of the Products available to any third party through any means, including without limitation, by uploading the Software to a network or file-sharing service or through any hosting, managed services provider, service bureau or other type of service unless specifically permitted by the Published Specifications or agreed otherwise in a separate managed services agreement with Palo Alto Networks.

d. Affiliates

If you purchase Product for use by your Affiliate, you shall:

- i. provide the Affiliate with a copy of this Agreement;
- ii. ensure that the Affiliate complies with the terms and conditions therein; and
- iii. be responsible and liable for any breach of this Agreement by such Affiliate.

e. Authentication Credentials and Security Incidents

You shall keep accounts and authentication credentials providing access to Products secure and confidential. You must notify Palo Alto Networks without undue delay about any misuse of your accounts or authentication credentials or of any Security Incident you become aware of.

3. OWNERSHIP

Palo Alto Networks and its suppliers retain all rights to intellectual and intangible property relating to the Product, including but not limited to copyrights, patents, trade secret rights, and trademarks and any other intellectual property rights therein unless otherwise indicated. You shall not delete or alter the copyright, trademark, or other proprietary rights notices or markings that appear on the Product. To the extent you provide any suggestions or comments related to the Products, Palo Alto Networks shall have the right to retain and use any such suggestions or comments in current or future products or subscriptions, without your approval or compensation to you.

4. PAYMENT AND TAXES (Section 4 does not apply to you if you purchased Product from an authorized distributor or reseller)

a. Fees

Applicable fees will be set forth on the website at the time of purchase or in the applicable invoice. Note, however, that fees which are payable in advance for volume or capacity usage (e.g., number of accounts, endpoints, devices, seats, terabytes of data, tokens, users, workloads, etc.) must be reconciled with actual usage at the end of each month or applicable service period. Palo Alto Networks reserves the right to perform true-up reconciliation and charge for any usage above the volume or capacity purchased. Unless you have chosen monthly billing, fees will be due net thirty (30) days from invoice date. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest at the highest rate permissible by applicable law. Palo Alto Networks reserves the right to assign its right to receive payments hereunder to a third party with notice but without your consent. For purposes of such assignment, such third party shall be considered a third-party beneficiary of the payment obligation under this Agreement. All fees are non-refundable unless otherwise specified.

b. Taxes

Prices quoted are exclusive of all sales, use, value-added, good and services, withholding and other taxes or duties. You will pay or self-assess all taxes and duties assessed in connection with this Agreement and its performance, except for taxes payable on Palo Alto Networks' net income. To the extent that any amounts payable by you are subject to withholding taxes, the amount payable shall be grossed up such that the amount paid to Palo Alto Networks net of withholding taxes equals the amount invoiced by Palo Alto Networks. If you pay any withholding taxes based on payments made by you to Palo Alto Networks hereunder, you will furnish Palo Alto Networks with written documentation of all such tax payments, including receipts and other customary documentation, to demonstrate to the relevant tax authorities that you have paid such taxes. If applicable, you shall also provide Palo Alto Networks with appropriate VAT/GST registration numbers and other documentation satisfactory to the applicable taxing authorities to substantiate any claim of exemption from any tax or duties. You agree to indemnify Palo Alto Networks from liabilities, damage, costs, fees and expenses, arising out of or resulting from any third-party claims based on or otherwise attributable to your breach of this section 4.b. If you are located in Australia, the terms and conditions in this section 4 shall be binding between you and Palo Alto Networks (Australia) Pty Ltd.

5. THIRD-PARTY PRODUCTS AND SERVICES

Through its Cortex Hub security operating platform, Palo Alto Networks may make available to you third-party products or services ("third-party apps") which contain features designed to interoperate with our

Products. To use such features, you must obtain access to such third-party apps from their respective providers. All third-party apps are optional and if you choose to utilize such third-party apps:

- i. all governing terms and conditions, including data processing terms, shall be entered into between you and the applicable app provider;
- ii. you may be required to grant Palo Alto Networks access to your account on such third-party apps; and
- iii. you instruct Palo Alto Networks to allow the app provider to access your data as required for the interoperation with our Products.

In the event the operation of the third-party app requires the processing of personal data to which the General Data Protection Regulation (“GDPR”) applies in a country that does not provide adequate data protection safeguards, then you and the app provider will put in place an adequate data transfer mechanism as set out in Arts. 46 or 47 of the GDPR, including executing appropriate Standard Contractual Clauses, as needed. Palo Alto Networks shall not be responsible for any disclosure, modification, or deletion of your data resulting from access by such app providers. App providers do not operate as sub-processors to Palo Alto Networks, as that term is defined in the GDPR. Palo Alto Networks is not liable for and does not warrant or support any such third-party apps, whether or not they are designated as “Palo Alto Networks-certified” or otherwise. Similarly, Palo Alto Networks cannot guarantee the continued availability of such third-party apps, and may block access to such third-party apps without entitling you to any refund, credit, or other compensation, if for example the provider of the third-party app ceases to provision its product or service at a level that is acceptable to Palo Alto Networks.

6. TERM; TERMINATION; AND EFFECT OF TERMINATION

This Agreement is effective until terminated or, as applicable, in accordance with the term of your Subscription. You may terminate this Agreement at any time by notifying Palo Alto Networks. Palo Alto Networks may terminate this Agreement at any time in the event you breach any material term and fail to cure such breach within thirty (30) days following notice. Upon termination, you shall immediately cease using the Product.

7. WARRANTY, EXCLUSIONS AND DISCLAIMERS

a. Warranty

Palo Alto Networks warrants that:

- i. Hardware (including Software embedded within) shall be free from defects in material and workmanship for one (1) year from the date of shipment;
- ii. standalone Software will substantially conform to Palo Alto Networks’ Published Specifications for three (3) months from fulfillment; and
- iii. the Subscriptions shall perform materially to Published Specifications for the Product.

As your sole and exclusive remedy and Palo Alto Networks’ and its suppliers’ sole and exclusive liability for breach of warranty, Palo Alto Networks shall, at its option and expense, repair or replace the Hardware or correct the Software or the Subscriptions, as applicable. All warranty claims must be made on or before the expiration of the warranty period specified herein, if any. Replacement Products may consist of new or remanufactured parts that are equivalent to new. All Products that are returned to Palo Alto Networks and replaced become the property of Palo Alto Networks. Palo Alto Networks shall not be responsible for your or any third party’s software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to Palo Alto Networks for repair or upon termination, whether under warranty

or not. You will pay the shipping costs for return of Products to Palo Alto Networks. Palo Alto Networks will pay the shipping costs for repaired or replaced Products back to you.

b. Exclusions

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

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

c. Disclaimers

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

8. LIMITATION OF LIABILITY

a. Disclaimer of Indirect Damages

To the fullest extent permitted by applicable law, in no event shall either party or Palo Alto Networks' suppliers be liable for any special, indirect, incidental, punitive, exemplary or consequential damages of any kind (including but not limited to loss of business, data, profits, or use or for the cost of procuring substitute products, services or other goods), arising out of or relating to this Agreement, regardless of the theory of liability and whether or not each party was advised of the possibility of such damage or loss.

b. Direct Damages

To the fullest extent permitted by applicable law, in no event shall the total liability of either party or Palo Alto Networks' suppliers, from all claims or causes of action and under all theories of liability arising out of or relating to this Agreement, exceed the greater of one million United States dollars or the total amount you paid for the entire term of the Subscription or Enterprise Agreement on which the claim is based. The foregoing limitation in this section 8.b shall not apply to liability arising from:

- i. death or bodily injury;
- ii. sections 2 (Use and Restrictions) and 9 (Indemnification); and
- iii. Customer's payment obligations for the Product.

9. INDEMNIFICATION

a. Indemnification and Procedure

Palo Alto Networks will defend, at its expense, any third-party action or suit against you alleging that the Product infringes or misappropriates such third party's patent, copyright, trademark, or trade secret (a "Claim"), and Palo Alto Networks will pay damages awarded in final judgment against you or agreed to in settlement by Palo Alto Networks that are attributable to any such Claim; provided that you (i) promptly notify Palo Alto Networks in writing of the Claim; (ii) give Palo Alto Networks sole control of the defense and settlement of the Claim; and (iii) reasonably cooperate with Palo Alto Networks' requests for assistance with the defense and settlement of the Claim. Palo Alto Networks will not be bound by any settlement or compromise that you enter into without Palo Alto Networks' prior written consent.

b. Remedy

If the Product becomes, or in Palo Alto Networks' opinion is likely to become, the subject of a Claim, then Palo Alto Networks may, at its sole option and expense:

- i. procure the right for you to continue using the Product;
- ii. replace or modify the Product to avoid the Claim; or
- iii. if options (i) and (ii) cannot be accomplished despite Palo Alto Networks' reasonable efforts, then Palo Alto Networks may accept return of the Product and grant you credit for the price of the Product as depreciated on a straight-line five (5) year basis, commencing on the date you received such Product or, for Subscriptions, grant you credit for the portion of the Subscription paid but not used.

c. Exceptions

Palo Alto Networks' obligations under this section 9 shall not apply to the extent any Claim results from or is based on:

- i. modifications to the Product made by a party other than Palo Alto Networks or its designee;
 - ii. the combination, operation, or use of the Product with hardware or software not supplied by Palo Alto Networks, if a Claim would not have occurred but for such combination, operation or use;
 - iii. failure to use the most recent version or release of the Product;
 - iv. Palo Alto Networks' compliance with your explicit or written designs, specifications or instructions;
- or
- v. use of the Product not in accordance with Published Specifications.

THE FOREGOING TERMS STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY THIRD-PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

10. CONFIDENTIALITY

"Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is identified as confidential at the time of disclosure by the disclosing party ("Discloser"), or disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information ("Recipient"). Notwithstanding the foregoing, Confidential Information does not include information that Recipient can prove by credible evidence:

- i. Was in the public domain at the time it was communicated to Recipient;

- ii. Entered the public domain subsequent to the time it was communicated to Recipient through no fault of Recipient;
- iii. Was in Recipient's possession free of any obligation of confidentiality at the time it was communicated to Recipient;
- iv. Was disclosed to Recipient free of any obligation of confidentiality; or
- v. Was developed by Recipient without use of or reference to Discloser's Confidential Information.

Each party will not use the other party's Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors who need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to use and disclosure restrictions that are at least as protective as those set forth herein. Recipient shall maintain the confidentiality of Discloser's Confidential Information using the same effort that it ordinarily uses with respect to its own confidential information of similar nature and importance. The foregoing obligations will not restrict Recipient from disclosing Discloser's Confidential Information:

- a. Pursuant to an order issued by a court, administrative agency, or other governmental body, provided that the Recipient gives reasonable notice to Discloser to enable it to contest such order;
- b. On a confidential basis to its legal or professional financial advisors; or
- c. As required under applicable securities regulations.

The foregoing obligations of each Party shall continue for the period terminating three (3) years from the date on which the Confidential Information is last disclosed, or the date of termination of this Agreement, whichever is later.

11. END USER DATA AND DATA PROTECTION

a. Sharing Data

Palo Alto Networks provides End User the ability to configure the Products to share End User Data (including type thereof) with Palo Alto Networks for threat analysis and prevention as described in the applicable Product documentation, which contains details regarding the processing of End User Data and End User's options for sharing such data.

b. Data Processing

End User acknowledges, agrees and grants to Palo Alto Networks the right, to the extent permitted by applicable law, to process and retain data, including End User Data, shared by End User related to a security event, for the legitimate interest of operating, providing, maintaining, developing, and improving security technologies and services, including for purposes compatible with providing such services. To the extent Palo Alto Networks processes personal data on behalf of End User as a processor in the meaning given in EU data protection law, it will do so in accordance with section 12.

c. California Consumer Privacy Act

Palo Alto Network will not retain, use, or disclose any personal information or personal data contained in End User Data for any purpose other than as described in this Agreement. In no event will Palo Alto Networks "sell" personal data to any third party, as "selling" is defined in the California Consumer Privacy Act. Palo Alto Networks certifies that it understands the foregoing restrictions and will comply with them. For purposes of applicable law, both parties agree that there is no sale of personal data involved in Palo

Alto Networks' provision of Products to End User. For the avoidance of doubt, End User does not provide personal data to Palo Alto Networks for any valuable consideration.

d. Subcontractors

Palo Alto Networks will take appropriate measures to safeguard the confidentiality of End User Data. Except where required by law, Palo Alto Networks will not share End User Data with third parties other than with selected subcontractors. Palo Alto Networks will impose appropriate contractual obligations upon such subcontractors that are no less protective than this section 11 and Palo Alto Networks will remain responsible for the subcontractor's compliance with this Agreement and for any acts or omissions of the subcontractor that cause Palo Alto Networks to breach any of its obligations under this Agreement.

e. Regional Data Centers

For some Products, End Users may configure the Products to have End User Data remain in facilities located within the European Economic Area or another available region. If so, Palo Alto Networks will not transfer data out of the selected region, unless compelled by law or a binding order of a governmental body.

f. Compliance with Laws

Palo Alto Networks will process End User Data in accordance with applicable data protection laws, including, where applicable, the EU General Data Protection Regulation. End User represents and warrants that its use of the Products, its authorization for Palo Alto Networks' access to data, and any related submission of data to Palo Alto Networks, including any End User Data contained therein, complies with all applicable laws, including those related to data privacy, data security, electronic communication and the export of technical, personal or sensitive data.

g. PCI Compliance

Palo Alto Networks is not a payment processor and as such is not subject to compliance with PCI standards. However, Palo Alto Networks acknowledges that credit card information may be provided by End User during the performance or use of Products and therefore Palo Alto Networks shall use information data security controls that are compliant with PCI standards.

h. Audit

Palo Alto Networks will select an independent, qualified third-party auditor to conduct, at Palo Alto Networks' expense, at least annual audits of the security of its data centers, its systems, and its computing environments used to process End User Data, in accordance with the SOC2 Type II standards or its equivalent. At End User's request and under non-disclosure agreement Palo Alto Networks will provide such audit report to End User so that it may verify Palo Alto Networks' compliance with the adopted security framework.

12. PROCESSING AS DATA PROCESSOR

a. Data Processor

To the extent Palo Alto Networks processes personal data on behalf of End User as a processor as defined by EU data protection law, it shall do so only on instructions from End User pursuant to this Agreement and as permitted by applicable law.

b. Confidentiality of Personal Data

Palo Alto Networks will ensure that personnel it authorizes to process personal data have committed themselves to confidentiality or are under appropriate statutory obligation of confidentiality.

c. Sub-Processors

End User authorizes Palo Alto Networks to engage sub-processors, as described in the applicable Product documentation for the relevant Product, to process personal data. In the event Palo Alto Networks engages any new sub-processor it will:

- i. update the applicable documentation;
- ii. notify End Users that have opted in to receive compliance notifications of such change to give End User the opportunity to object to such sub-processing;
- iii. impose appropriate contractual obligations upon the sub-processor that are no less protective than this section 12; and
- iv. remain responsible for the sub-processor's compliance with this Agreement and for any acts or omissions of the sub-processor that cause Palo Alto Networks to breach any of its obligations under this Agreement.

If End User objects to a new sub-processor, it must do so in writing within fifteen (15) days of such update and Palo Alto Networks will then endeavor to offer alternate options for the delivery of Products that do not involve the new sub-processor without prejudice to any of End User's termination rights.

d. Security

Palo Alto Networks has implemented practices and policies to maintain appropriate organizational, physical and technical measures to safeguard the confidentiality and security of personal data to comply with applicable laws taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing as well as the rights and freedoms of natural persons, including as appropriate:

- i. the pseudonymization, deidentification or encryption of data;
- ii. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- iii. a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing as described in Palo Alto Networks Information Security Measures https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/information-security-measures.pdf.

e. Security Incident Notification

In the event of a Security Incident affecting End User personal data, Palo Alto Networks will without undue delay:

- i. inform End User of the Security Incident pursuant to section 13.j below;
- ii. investigate and provide End User with detailed information about the Security Incident; and
- iii. take reasonable steps to mitigate the effects and minimize any damage resulting from the Security Incident as required by applicable law.

f. Assistance to Data Subjects

Palo Alto Networks shall provide reasonable assistance to End User to comply with its obligations with regard to data subject rights under applicable data protection law and any other legal requirements, as appropriate, taking into account the nature of the data processing and the information available to Palo Alto Networks. If Palo Alto Networks or any sub-processor receives a request or a complaint from a data subject or its representative, including requests regarding the data subject's rights under applicable law, Palo Alto Networks will forward such request to End User for handling unless Palo Alto Networks is required by law to address such request.

g. Data Retention

Palo Alto Networks shall process and retain personal data no longer than necessary for the purposes which it is processed. Upon termination of this Agreement, Palo Alto Networks shall, upon End User's request, delete End User Data that is no longer necessary to carry out any of the purposes under section 11.b.

h. International Transfer of Data

End User personal data may be sent to facilities hosted outside of the country where End User purchased or utilizes the Products. Palo Alto Networks will comply with the European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland. Data transfers will be subject to appropriate safeguards as described in Article 46 of the GDPR, including the execution of EU Standard Contractual Clauses for data transfer, where applicable. Moreover, Palo Alto Networks is certified to the EU-US and Swiss-US Privacy Shield Frameworks. Palo Alto Networks will notify End User if Palo Alto Networks determines that it can no longer meet its obligation to provide the same level of protection required by the Privacy Shield principles.

13. GENERAL

a. Assignment

Neither party may assign or transfer this Agreement or any obligation hereunder without the prior written consent of the other party, except that, upon written notice, Palo Alto Networks may assign or transfer this Agreement or any obligation hereunder to its Affiliate, or an entity acquiring all or substantially all of the assets of Palo Alto Networks, whether by acquisition of assets or shares, or by merger or consolidation without your consent. Any attempt to assign or transfer this Agreement shall be null and of no effect. For purposes of this Agreement, a change of control will be deemed to be an assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

b. Auditing End User Compliance

You shall retain records pertaining to Product usage. You grant to Palo Alto Networks and its independent advisors the right to examine such records no more than once in any twelve-month period solely to verify compliance with this Agreement. In the event such audit reveals non-compliance with this Agreement, you shall promptly pay the appropriate license fees, plus reasonable audit costs.

c. Authorization Codes, Grace Periods and Registration

Where applicable, you will be able to download Software via the server network located closest to you. Your Product may require an authorization code to activate or access Subscriptions and support. The authorization codes will be issued at the time of order fulfillment. The Subscription or support term will commence in accordance with the grace period policy at <https://www.paloaltonetworks.com/support/support-policies/grace-period.html>. You are hereby notified that, upon applicable grace period expiration, if any, Palo Alto Networks reserves the right to register and/or activate your Product and support services (if purchased) on your behalf without further notification to you.

d. Compliance with Laws; Export Control

You shall comply with all applicable laws in connection with your use of the Product. You further agree that you will not engage in any illegal activity and you acknowledge that Palo Alto Networks reserves the right to notify its customers or appropriate law enforcement in the event of such illegal activity. Both parties shall comply with the U.S. Export Administration Regulations, and any other export laws, restrictions, and regulations to ensure that the Product and any technical data related thereto is not exported or re-exported directly or indirectly in violation of or used for any purposes prohibited by such laws and regulations.

e. Cumulative Remedies

Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies will be without prejudice to any other remedies under this Agreement or otherwise.

f. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings and communications between them with respect to the subject matter hereof. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Palo Alto Networks and shall be deemed null and of no effect.

g. Force Majeure

Palo Alto Networks shall not be responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond its reasonable control.

h. Governing Law

If you are located in North or Latin America, this Agreement shall be governed by and construed in accordance with the laws of the state of California, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the state or federal courts located in Santa Clara county, California. If you are located outside North or Latin America, this Agreement shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively before the District Court of Amsterdam, the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

i. Headings

The headings, including section titles, are given solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this document or any of its provisions.

j. Notices

All notices shall be in writing and delivered by overnight delivery service or by certified mail sent to the address published on the respective parties' websites or the address specified on the relevant order document (attention: Legal Department), and in each instance will be deemed given upon receipt.

k. Open Source Software

The Products may contain or be provided with components subject to the terms and conditions of open source software licenses ("**Open Source Software**"). A list of Open Source Software can be found at <https://www.paloaltonetworks.com/documentation/oss-listings/oss-listings.html>. These Open Source Software license terms are consistent with the license granted in section 2 (Use and Restrictions) and may contain additional rights benefitting you. Palo Alto Networks represents and warrants that the Product, when used in conformance with this Agreement, does not include Open Source Software that restricts your ability to use the Product nor requires you to disclose, license, or make available at no charge any material proprietary source code that embodies any of your intellectual property rights.

l. Reciprocal Waiver of Claims Related to United States SAFETY Act

Where a Qualified Anti-terrorism Technology (the "**QATT**") has been deployed in defense against, response to or recovery from an "act of terrorism" as that term is defined under the SAFETY Act, Palo Alto Networks and End User agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism.

m. Survival

Sections regarding license restrictions, ownership, term and termination, U.S. Government End Users, limitations of liability, governing law, and this General section shall survive termination of this Agreement.

n. U.S. Government End Users

This section applies to United States Government end users only and does not apply to any other end users. The Software and its documentation are "commercial computer software" and "commercial computer software documentation," respectively; as such terms are used in FAR 12.212 and DFARS 227.7202. If the Software and its documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Software and its documentation shall be as specified in this Agreement. If any term or condition set forth in this Agreement:

- i. allows for the automatic termination of the Government's license rights or maintenance of services;
- ii. allows for the automatic renewal of services and/or fees;

Return and Repair	N/A	N/A	Yes
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15. DEFINITIONS

"Affiliate" means any entity that Controls, is Controlled by, or is under common Control with Customer or Palo Alto Networks, as applicable, where "Control" means having the power, directly or indirectly, to direct or cause the direction of the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise.

"Business Hours" means Mondays through Fridays, 9:00 am – 5:00 pm local time, excluding local holidays.

"Customer Success Plan" or "Success Plan" refers to a specific offering described in section 4 below.

"Expert Assistance" refers to a Platinum-level service feature that provides on-site assistance for critical issues, failure analysis, and support for planned events.

"Hardware" means hardware-based products listed on Palo Alto Networks then-current price list or supplied by Palo Alto Networks regardless of whether a fee is charged for such hardware.

"Maintenance Releases" mean bug fixes to Software that: (i) are designated by a change in the 3rd set of digits of the version release number (e.g., v5.00.01 to v5.00.02); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts at no additional cost.

"Major Releases" mean significant modifications or improvements to the Software that: (i) are designated by a change in the 1st digit of the version release number (e.g., v5.0 to v6.0); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts.

"Minor Releases" mean minor modifications or improvements to the Software, cumulative bug fixes from Maintenance Releases since the last Minor Release and new bug fixes, as applicable, that: (i) are designated by a change in the 2nd set of digits of the version release number (e.g., v5.00 to v5.01); and (ii) are generally made available by Palo Alto Networks to its customers under valid support contracts.

"Product" means, collectively, Hardware, Software, Subscription, or any combination thereof.

"Security Assurance" refers to a specific service designed to give Customers access to security experts with unique threat intelligence knowledge and tools.

"Software" means any software embedded in Hardware and any standalone software that is provided without Hardware, including updates, regardless of whether a fee is charged for the use of such software.

"Standard Support," "Premium Support," "Platinum Support," "4-Hour Premium Support," "4-Hour Platinum Support" and "Support Plan" refer to the various support programs offered by Palo Alto Networks, as further detailed in section 3 below.

"Subscription" means SaaS and cloud-delivered security services, including updates, provided by Palo Alto Networks including, but not limited to, Cortex, Demisto, Prisma, Threat Prevention, URL Filtering, WildFire, regardless of whether a fee is charged for its use. Support Plans, Customer Success Plans, and professional services are not considered Subscriptions under this EUSA.

"Support Portal" means the website currently located at <https://support.paloaltonetworks.com>, or any successor site specified by Palo Alto Networks.

16. SUPPORT PLAN OPTIONS

You may choose from Standard, Premium, Platinum, 4-Hour Premium and 4-Hour Platinum Support, and you must register each Product for which you have purchased support on the Support Portal in order to access the features and benefits available to such Product. Based upon your selection and payment of applicable fees, Palo Alto Networks shall:

- a. Standard Support

- iii. allows for the Government to pay audit costs; and/or
- iv. requires the governing law to be anything other than Federal law, then such term and condition shall not apply to the U.S. Government, but shall continue to apply to prime contractors and subcontractors of the Government.

Furthermore, nothing contained in this Agreement is meant to diminish the rights of the U.S. Department of Justice as identified in 28 U.S.C. Section 516. Finally, to the extent any term and condition set forth in this Agreement is contrary to U.S. Federal procurement law, then such term and condition shall not apply to the U.S. Government, but shall continue to apply to prime contractors and subcontractors of the government.

o. Waiver and Severability

The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

p. WildFire: U.S. Government

Where End User is a U.S. Government contractor using or accessing WildFire: U.S. Government malware prevention service, End User certifies that now and so long as it uses or accesses WildFire: U.S. Government service:

- i. Only U.S. citizens will be permitted to access WildFire: U.S. Government for administration and configuration;
- ii. End User holds an active contract or subcontract with the U.S. Federal Government and has a need to exchange e-mail, documents and other forms of communication with the U.S. Federal Government under a contract or subcontract;
- iii. End User shall cease using or accessing WildFire: U.S. Government when it no longer has an active contract or subcontract with the U.S. Federal Government; and
- iv. End User will abide by the confidentiality provisions contained within this Agreement.

Exhibit A – End User Support Agreement

Contact: support.paloaltonetworks.com, 1.866.898.9087 in the US, +1.408.738.7799 outside US



14. SUPPORT/SUCCESS PLANS AND SERVICES OFFERED

	PLATINUM	PREMIUM	STANDARD
Business Hours Availability	Mon – Fri, 9am to 5pm local time (excl local holidays)		
After Hours Availability	Yes - 24x7x365	Yes - 24x7x365	No
Response Times	PLATINUM	PREMIUM	STANDARD
Severity 1 – Critical Product is down, critically affects Customer production environment. No workaround available yet.	≤ 15 minutes	≤ 1 hour	≤ 1 Business Hour
Severity 2 – High Product is impaired, Customer production up, but impacted. No workaround available yet.	≤ 30 minutes	≤ 2 hours	≤ 2 Business Hours
Severity 3 – Medium A Product function has failed, Customer production not affected. Support is aware of the issue and a workaround is available.	≤ 2 hours	≤ 4 hours	≤ 4 Business Hours
Severity 4 – Low Non-critical issue. Does not impact Customer business. Feature, information, documentation, how-to and enhancement requests from Customer.	≤ 4 hours	≤ 8 Business Hours	≤ 8 Business Hours
Additional Services	PLATINUM	PREMIUM	STANDARD
Security Assurance	Yes, if eligible	Yes, if eligible	No
Expert Assistance	Yes, if eligible	No	No
Focused Services (Regular, Plus, Elite)	Optional	Optional	No
Customer Success Plan (Prisma Cloud only)		PREMIUM	STANDARD
Self-help guidance: <ul style="list-style-type: none"> • Online access to quick-start guides, best practices and training materials (.pdf and video). • Online access to knowledge base and Support Portal. • <u>Uptime SLA</u>. 		Yes	Yes
Technical Support: <ul style="list-style-type: none"> • 24x7 telephone support. • Expert answers on configurations, compliance and remediation. • Quarterly executive business review. • Regular risk assessment and product release reviews. 		Yes	No
Training and knowledge transfer: <ul style="list-style-type: none"> • Quarterly training hosted by Prisma experts. • Custom workshops produced by Prisma experts. 		Yes	No

HARDWARE RMA	4-HR PREMIUM OR 4-HR PLATINUM	PREMIUM OR PLATINUM	STANDARD
Advance Replacement Service: 4-Hour Replacement (available only for Hardware located within a specified range of Palo Alto Networks service locations)	Yes, if eligible	No	No
Advance Replacement Service: Next Business Day Service	N/A	Yes	No

- i. Maintain and support the list of releases defined as the currently-supported releases on the Support Portal.
- ii. Make available all supported Maintenance Releases, Minor Releases and Major Releases.
- iii. Verify defects in the Software identified and submitted by Customers.
- iv. Correct material defects in the Software for the currently-supported Maintenance Releases.
- v. Provide access to the Support Portal from which Customer may access the latest Software versions, fixes, feature releases, signature and Subscription updates, knowledge base/FAQ, case management, release notes, technical documentation, and Software downloads.
- vi. Use commercially reasonable efforts to ensure that the Support Portal is available 24x7.
- vii. Provide remote technical support via telephone during Business Hours.
- viii. Respond to support cases created online based on the severity classification set forth in section 1 above.
- ix. Provide a return and repair service for Hardware defects.

b. Premium Support

Includes all the benefits of Standard Support and the following:

- i. After-hours technical telephone support on a 24x7 basis.
- ii. Advance replacement for defective Hardware. Refer to section 5 (RMA Policy and Process), subsection b (Advance Replacement) below for additional details.
- iii. Security Assurance (for eligible Customers who purchase Premium Support on or after Nov 1, 2019):
 - a. Access to security experts in the event Customer detects suspicious activity in its network.
 - b. Restrictions:
 - i. Customer must have submitted a Best Practice Assessment, completed within the last 3 months.
 - ii. On the BPA, Customer must meet minimum security threshold based on industry average in the 7 key feature adoption areas: WildFire, anti-virus, anti-spyware, DNS sinkhole, vulnerability protection, URL filtering and logging.
 - iii. Customer may seek Security Assurance services no more than once per year.

c. Platinum Support (not available in Japan)

Includes all the benefits of Premium Support, plus faster response times, and Expert Assistance:

- i. **Planned Event Assistance:** Upon Customer's request and if scheduled 7 days in advance, Platinum senior engineers will assist with proactive maintenance activities such as Software upgrades or feature activations. An event can also be a Customer business event where a Platinum engineer shall be on-call to assist as necessary. Planned Event Assistance normally does not exceed 4 hours and Customers may receive assistance on up to 4 planned events per year. This service is not designed for troubleshooting activities or Product installations.
- ii. **On-Site Assistance:** To address Severity 1 issues which cannot be resolved remotely, a field engineer may be dispatched to Customer's site when necessary, at the discretion of Palo Alto Networks management.
- iii. **Failure Analysis:** Upon request, Palo Alto Networks will conduct and provide Hardware failure analysis on returned units. Failure Analysis service does not extend to End of Sale (EOS) Products.

d. 4-Hour Add-on to Premium or Platinum Support (applicable to qualified Hardware only)

Includes all the benefits of Premium or Platinum Support, as applicable, and delivery of replacement Hardware to you within four hours from the issuance of a RMA. This support option is available only for Hardware located within a specified range of a Palo Alto Networks service location. Eligibility must be determined, and the service sold, on a per-device basis. When covered, Palo Alto Networks will use commercially reasonable efforts to deliver replacements within the designated time frame.

17. CUSTOMER SUCCESS PLAN OPTIONS

You may choose from Standard Success and Premium Success Plans. Upon provisioning of your production instance, you will be granted access to the Subscription and the Support Portal. Based on your selection and payment of applicable fees, Palo Alto Networks shall:

- a. Standard Success Plan
 - i. Respond to support cases created online based on the severity classification in section 1 above.
 - ii. Maintain and support the list of release notes defining the changes to the Subscription on the Support Portal.
 - iii. Verify defects identified and submitted by Customers.
 - iv. Correct material defects in the cloud software running in production.
 - v. Provide self-help guidance online 24x7.
 - vi. Use commercially reasonable efforts to ensure that the Support Portal is available 24x7.
- b. Premium Success Plan
Includes all the benefits of Standard Success Plan and the following:
 - i. Provide remote technical support via telephone on a 24x7 basis.
 - ii. Offer quarterly training, knowledge transfer, and customer workshop hosted by security experts.

18. RMA POLICY AND PROCESS

In situations when it is necessary for you to return a Product to Palo Alto Networks, you must ask Palo Alto Networks to issue a Return Material Authorization (“RMA”) number prior to shipment. Each RMA number will be uniquely identified to track the processing of the returned Product, pursuant to the RMA Process and Policy found at https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/datasheets/support/rma-process-policy.pdf.

- a. Return and Repair
You shall obtain a RMA number for the Product that you wish to return to Palo Alto Networks by contacting Support via telephone or the Support Portal. Support will work with you to confirm the Hardware problem and issue a RMA number to be used to ship the Product back to Palo Alto Networks. You shall repackage the Product in the original packaging (shipping damage that occurs from insufficient packaging is not covered), note the RMA number on the shipping label and ship the Product to the specified Palo Alto Networks location. You will be responsible for all shipping costs incurred in returning the defective Product to Palo Alto Networks. Products will be repaired (or replaced) and shipped within 10 business days from receipt of the defective Product by Palo Alto Networks. Palo Alto Networks will pay all shipping costs incurred in shipping the repaired or replacement Product to you, except that if you are located outside the United States, you will be responsible for any taxes, duties, fees or other charges assessed in connection with importing the repaired or replaced Product into your country of destination.
- b. Advance Replacement
You shall obtain a RMA number for the Product that you wish to return to Palo Alto Networks by contacting Support via telephone or the Support Portal. Support will work with you to confirm the Hardware problem and issue a RMA number to be used to ship the Product back to Palo Alto Networks. Palo Alto Networks will use commercially reasonable efforts to have a replacement Product delivered to you by the next business day. Palo Alto Networks will pay all shipping costs incurred in shipping the replacement Product to you. Upon receipt of a replacement Product, you shall return the defective Product to Palo Alto Networks in the replacement Product’s packaging (shipping damage that occurs from insufficient packaging is not covered), using the prepaid return airbill affixed to

the exterior of the shipping carton, and arranging for the designated courier service for pickup. If Palo Alto Networks does not receive the returned Product within 10 business days after the delivered date of the replacement Product, you will be charged current list price of the replacement Product.

c. 4-Hour Replacement (applicable to qualified Hardware only)

You shall obtain a RMA number for the Product that you wish to return to Palo Alto Networks. Support will work with you to confirm the Hardware problem and issue a RMA number. Palo Alto Networks will use commercially reasonable efforts to have a replacement Product delivered to you within four hours after issuance of the RMA number. You must have an authorized representative available to accept delivery of the replacement Product. If Palo Alto Networks (or its subcontractor) is unable to complete delivery because you did not have an authorized representative available, Palo Alto Networks reserves the right to charge you for costs incurred in making a subsequent delivery.

19. YOUR OBLIGATIONS

During the term of your support contract, you must:

- a. Operate at the then-supported Maintenance Release;
- b. Use reasonable efforts to isolate, collect all error and log files to enable Palo Alto Networks to fulfill its obligations herein; and
- c. Notify Palo Alto Networks if you physically relocate device(s) covered by 4-Hour Replacement service to new location(s) in order to seek verification that the relocated device(s) remain within the geographical area covered by the 4-Hour Replacement service.

The Palo Alto Networks Product portfolio offers a range of unique support service such as [service level objectives](https://www.paloaltonetworks.com/services/support/support-policies.html) for specific Subscriptions (<https://www.paloaltonetworks.com/services/support/support-policies.html>). Palo Alto Networks reserves the right to modify the Support or Success Plans offered so long as such modification does not result in degradation of service. Please refer to the Support Portal for the most current plan descriptions.

20. LIMITATIONS

The following are expressly excluded from Support Plans:

- a. Repair or replacement of Product resulting from causes other than normal use, including without limitation:
 - i. repair, maintenance or modification of Product by persons other than Palo Alto Networks-authorized personnel;
 - ii. accident or negligence of your fault;
 - iii. user error or misuse of the Product; or
 - iv. causes external to the Product such as, but not limited to, failure of electrical systems or fire or water damage or hardware failure, operation system software failure or any other damage and failure not caused by Palo Alto Networks.
- b. Maintenance or technical services for any third-party software or hardware, where such third-party software or hardware was not provided by Palo Alto Networks.
- c. Palo Alto Networks reserves the right not to support Products which were not purchased via an authorized Palo Alto Networks distributor or reseller.

21. TERM AND TERMINATION

This agreement will remain in effect for the one, two or other multi-year Support or Success Plan purchased unless earlier terminated as provided below. Palo Alto Networks will send you renewal reminders in advance of the expiration date(s). At the end of such term (and each renewal term thereafter, if any), this agreement will automatically expire unless you renew. Either party may terminate this agreement at any time in the event the other party breaches any material term of this agreement and fails to cure such breach within thirty (30) days following notice from the non-breaching party.

22. NO WARRANTY

Nothing in this agreement shall be construed as expanding or adding to the warranty set forth in the Palo Alto Networks [End User Agreement](#). PALO ALTO NETWORKS MAKES, AND YOU RECEIVE, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES THEREUNDER, AND PALO ALTO NETWORKS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note that replacement Products under section 5 may consist of new or remanufactured parts that are equivalent to new. All Products that are returned to Palo Alto Networks and replaced become the property of Palo Alto Networks. Palo Alto Networks shall not be responsible for your or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to Palo Alto Networks for repair or upon termination, whether under warranty or not.

Addendum 1

Navajo Arbitration Addendum

Palo Alto Networks End User Agreement

This Addendum 1 amends that End User Agreement (“Agreement”) between Palo Alto Networks and the Navajo Nation, a federally recognized Indian tribe (hereinafter “End User” or the “Nation”).


By this Addendum 1, Section 13(h) is deleted in its entirety, and the following Section 23 is added:

23. DISPUTE RESOLUTION

- a. **Arbitration.** In the event of any dispute, claim, question or disagreement (“Dispute”) arising from or relating to this Agreement or the breach thereof, the Dispute shall be finally and exclusively settled by arbitration in accordance with the Navajo Nation Arbitration Act, 7 N.N.C § 1101, *et. seq* (“Arbitration Act”). The arbitration shall be administered by the AAA in accordance with the Arbitration Act and the Commercial Arbitration Rules. In the event of a conflict between the Arbitration Act and the Commercial Arbitration Rules, the Arbitration Act shall control. Within ten days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The third arbitrator shall be a practicing attorney, actively engaged in the practice of law for at least ten years and a member in good standing of the bar of states of Arizona or New Mexico. Alternatively, the third arbitrator may be a retired judge of the federal court or the trial court of the states of Arizona or New Mexico. The third arbitrator shall have the AAA-acknowledged expertise in the appropriate subject matter. The place of arbitration shall be the Navajo Nation, or at such other place as may be agreed between the parties or, within the states of Arizona or New Mexico, by a majority of the arbitrators, if the parties cannot reach agreement on the location. The arbitration costs and expenses of each party shall be borne by that party and all arbitrators’ fees and other expenses shall be borne equally by both parties. The award shall be made within nine months of the filing of the notice of intent to arbitrate, and the arbitrators shall agree to comply with the schedule before accepting appointment. However, this time limit may be extended by agreement of the parties or by the majority of the arbitrators, if necessary. Any award rendered in any such arbitration proceeding shall be final and binding. The Nation agrees that it may be ordered by a Navajo Court to proceed with arbitration, as provided by 1 N.N.C. § 554(J).
- b. **Enforcement.** If requested by the prevailing party, judgment upon any award rendered by the arbitrators shall be entered in the courts of the Navajo Nation (“Navajo Court”) and such proceeding shall be conducted subject to the rules and procedures thereof. The parties agree that the Navajo Court shall have the power to enforce the arbitrators’ award, and shall not modify the award except as provided

by 7 N.N.C. § 1112. The Nation agrees that it shall accept and be bound by the award of the arbitrators or a judgment, ruling or order which is final (because either the time for appeal has expired or the judgment or order is issued by the court having final appellate jurisdiction over the matter and is not subject to collateral attack). The Nation further agrees to submit to the jurisdiction of the Navajo Court for the purposes of enforcing any award rendered by the arbitrators, as provided by 1 N.N.C. § 554(K) and 7 N.N.C. § 1102.

- c. Document Discovery. Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents, provided such documents are relevant to the issues raised by any claim or counterclaim. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the chair of the arbitration panel and such determination shall be conclusive. All discovery shall be completed within 45 days following the appointment of the arbitrators.
- d. Preliminary Relief. Either party may apply to the panel of arbitrators seeking injunctive relief until the arbitration award is rendered or the Dispute is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from the Navajo Court any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitration panel (or pending the arbitration panel's determination of the merits of the Dispute).
- e. No Waiver of Sovereign Immunity. Nothing contained herein shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation.
- f. Covenant of the Nation. The Nation covenants that the Agreement and this Addendum have been properly approved by the Navajo Nation Department of Justice, and properly approved and executed on behalf of the Navajo Nation, as required by the Navajo Nation Sovereign Immunity Act, 1 N.N.C § 552 *et seq.*

Palo Alto Networks by: 
 Signed: Melinda Thompson
078D11B7B2E74FD
 Print Name: Melinda Thompson
 Title: VP, Deputy GC
 Date: 2020-06-25 | 12:08 PM PDT

End User: Navajo Nation
 Signed: [Signature]
 Print Name: Jonathan Nez
 Title: Navajo Nation President
 Date: 07.07.2020

Certificate Of Completion

Envelope Id: 75460516C99345AAA032D3910A3E2FE7
 Subject: Please DocuSign: Navajo.Nation.End User Agreement with EUSA (tc) - 2019NOV01 .pdf
 Source Envelope:
 Document Pages: 23 Signatures: 2
 Certificate Pages: 1 Initials: 0
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Matt Whipkey
 3000 Tannery Way
 Santa Clara, CA 95054-1211
 mwhipkey@paloaltonetworks.com
 IP Address: 137.83.194.93

Record Tracking

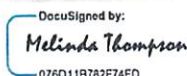
Status: Original
 6/25/2020 11:48:33 AM
 Holder: Matt Whipkey
 mwhipkey@paloaltonetworks.com

Location: DocuSign

Signer Events

Melinda Thompson
 mthompson@paloaltonetworks.com
 VP, Deputy GC
 Palo Alto Networks, Inc.
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 076D11B782F74FD

Timestamp

Sent: 6/25/2020 11:49:54 AM
 Viewed: 6/25/2020 12:08:44 PM
 Signed: 6/25/2020 12:08:55 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/25/2020 11:49:54 AM
Certified Delivered	Security Checked	6/25/2020 12:08:44 PM
Signing Complete	Security Checked	6/25/2020 12:08:55 PM
Completed	Security Checked	6/25/2020 12:08:55 PM
Payment Events	Status	Timestamps