



Information Technology Hardware, Storage and Peripherals Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

**PANASONIC CONNECT NORTH AMERICA,
DIVISION OF PANASONIC CORP N.A.**

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1.

**INFORMATION TECHNOLOGY HARDWARE STORAGE AND PERIPHERALS CONTRACT
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INFORMATION TECHNOLOGY HARDWARE, STORAGE AND PERIPHERALS CONTRACT

THIS INFORMATION TECHNOLOGY Hardware, Storage and Peripherals CONTRACT (“**Contract**”) is entered into by and between the Virginia Information Technologies Agency (“**VITA**”), pursuant to § 2.2-2012 of the *Code of Virginia* and on behalf of the Commonwealth of Virginia (“**Commonwealth**”), and Panasonic Connect North America, Division of Panasonic Corp N.A. (“**Supplier**”), a Delaware Corporation headquartered at Two Riverfront Plaza, Newark N.J.07102, to be effective as of November 1, 2025 (“**Effective Date**”).

1. PURPOSE AND SCOPE

VITA, on behalf of the Commonwealth, is engaging Supplier to provide client computing devices (“**Fully Rugged Laptop, Rugged Laptop, Rugged Tablets and Laptops**”) and peripherals, spare parts, and applicable Services. This Contract sets forth the terms and conditions under which the Supplier shall provide these products and services to all Authorized Users, as defined below.

This Contract allows for joint and cooperative procurement use, in accordance with Virginia Code §§ 2.2-2012 and 2.2-4304. Such use by other public bodies is not limited to Virginia and shall include other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, the U.S. General Services Administration, or the Metropolitan Washington Council of Governments, or any other entity authorized by applicable law or policy to purchase the goods or services authorized in the contract, provided the using entity executes a participating addendum with Supplier. VITA’s approval is not required for cooperative use, but the using entity and Supplier shall ensure that VITA is aware of such use by providing a copy of the executed participating addendum to VITA. Notwithstanding the preceding sentence, Virginia entities may use this Contract without executing a participating addendum if such use does not require custom terms and the entities are authorized by Virginia Code § 2.2-2012 to purchase from contracts established by VITA.

VITA contracts are mandatory for use by executive branch agencies. VITA contracts are optional use by all other Authorized Users. This Contract is non-exclusive, and all Authorized Users may, at their sole discretion, receive benefits from third party suppliers of services similar to, or in competition with, Services provided by Supplier.

Supplier agrees that, subject to Supplier approval, all non-Virginia authorized entities may purchase the products and services furnished pursuant to this Contract, in accordance with the provisions of this section. Supplier shall include all cooperative purchasing/use in reporting pursuant to section 17 of this Contract.

2. DEFINITIONS

Capitalized terms used in this Contract have the meaning as provided (i) where each term is used in the Contract unless the term is (ii) set forth in this “Definitions” section below which lists the capitalized terms used in this Contract and provides a definition for the term.

A. Acceptance

The written acknowledgement by the Authorized User of successful delivery and performance by the Supplier of its contractual commitments at the location(s) designated in the applicable order or Statement of Work (“**SOW**”), including completed and successful acceptance testing in conformance with the Requirements as determined by the Authorized User and set forth in the applicable order or SOW.

B. Authorized Users

All public bodies, including VITA, as defined by Code § 2.2-4301 and referenced by Code §§ 2.2-4304 and 2.2-2012, authorized to participate in the procurement of information technology under this Contract. Authorized Users include private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

Pursuant to Code § 2.2-4304, "Authorized Users" also includes those public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, the U.S. General Services Administration, or the Metropolitan Washington Council of Governments that have executed a participating addendum with the Supplier to utilize this Contract.

C. Certified Partner

Any Channel Partner that has been designated by Supplier and authorized by VITA to receive and fulfill orders and or SOWs directly from Authorized Users, as well as invoice and receive payment from Authorized Users.

D. Channel Partner

A person or organization that provides services or sells products on behalf of an OEM. Channel partners include, but are not limited to, value-added resellers ("VARs"), systems integrators, managed service providers ("MSPs"), and distributors.

E. Claim

Any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements), and costs. Collectively, "Claims".

F. Code

The Code of Virginia, as in effect and amended from time-to-time.

G. Commonwealth

The Commonwealth of Virginia.

H. Commonwealth Indemnified Parties

The Commonwealth, public bodies of the Commonwealth, VITA, and Authorized Users, together with their respective officers, directors, agents, and employees.

I. Computer Virus

Any malicious code, program, malware, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

J. Confidential Information

Non-public proprietary or trade secret information of VITA, Supplier, or an Authorized User, whether the information is in written, graphic, machine readable or other tangible form, and which at the time of disclosure to any other Party is either (i) marked as being "Confidential" or "Proprietary"; (ii) information that is protected by statute or other applicable law. In the case of VITA, "Confidential Information" also includes any (a) information to which the Supplier has access in VITA facilities or VITA's systems, (b) Work Product and information pertaining to the Work Product, (c) VITA data, VITA software, and systems access codes, and (d) information concerning VITA's and any other Authorized User's operations, plans, employees, contractors or third-party suppliers.

The term "Confidential Information" does not include information that is:

- i. in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii. obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

iv. required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

K. Contract

This agreement, including all exhibits, schedules, and attachments, including any modifications or amendments thereto, entered into by VITA and Supplier.

L. Contractor

The use of the term “Contractor” in any of the following terms, conditions, links, or IRS Publication 1075 means the same as the term “Supplier” as defined and used in this Contract.

M. Deliverable

Software, documentation, plans, reports, data, Work Product, and any other materials, items or events, in each case described or itemized as something that is developed, prepared or created and delivered or required to be developed, prepared or created and delivered or made available to VITA or other Authorized User as part of the Services, Maintenance Services, Product, System Software, or Updates, including the development or creation of Work Product.

N. Documentation

Those materials (including user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates) detailing the information and instructions needed in order to allow any Authorized User and its agents to make productive use of the Product(s) and related Services, including any and all components, and to implement and develop self-sufficiency with regard to the Products and Services, including any and all components, provided by Supplier in fulfilling its obligations under the Contract or as may be specified in any order or SOW issued pursuant to this Contract.

O. Effective Date

The date this Contract goes into full force and effect as set forth in the preamble of this Contract above.

P. Federal Tax Information (“FTI”)

Federal tax returns and federal tax return information (and information derived from it) that is in the possession or control of any Authorized User, which is covered by the confidentiality protections of the Internal Revenue Code (“IRC”) and subject to the IRC § 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as “Sensitive” but “Unclassified” information and may contain personally identifiable information.

Q. Industrial Funding Adjustment (“IFA”)

The fee paid by Supplier to VITA to compensate VITA for the cost of procuring and managing the Contract.

R. Inventory Record

A record of all units of Product covered under warranty or maintenance by type, quantity, and location, including the end date for each unit’s warranty period or maintenance term, as applicable.

S. Party

Supplier, VITA, or in the case of a SOW, any Authorized User.

T. Operating Condition

The condition that allows Product to function in accordance with manufacturer’s specifications, as designed by the Software or Product manufacturer, and, if applicable, in compliance with any service levels established in the Contract or any order or SOW issued under the Contract.

U. Performance Changes

Any engineering changes that affect the ability of the Product(s) provided by Supplier pursuant to this Contract to meet the published specifications.

V. Response Time

The time between Supplier’s receipt of Authorized User’s request for Maintenance and the time Supplier has notified Authorized User that it has commenced repair and resolution of the reported problem.

- W. Product**
PC hardware, peripherals, and any other equipment, including the System Firmware (Supplier-programmed), all Firmware upgrades, all applicable user documentation, and related accessories as set forth in Exhibit B or as specified in any order or SOW issued pursuant to the Contract.
- X. Receipt**
An Authorized User has physically received or has unfettered access to any Deliverable at the correct “ship-to” location.
- Y. Requirements**
The functional, performance, operational, compatibility, Acceptance testing criteria, and other parameters and characteristics of the Product, Service(s), and Deliverables, including any and all components, as authorized by any combination of the Contract, as set forth in Exhibit A or the applicable order or SOW, and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.
- Z. Safety Changes**
Any engineering changes that affect the safety of the Product(s) provided pursuant to this Contract.
- AA. Services**
Any work performed or service provided by Supplier –solution, products, implementation, installation, support, testing, training, or other provision of service – in meeting the Requirements and fulfilling Supplier’s obligations under the Contract or, as applicable, under any order or SOW authorized by the scope of the Contract. “Services” includes all functions, responsibilities, activities, and tasks of the Supplier that are an inherent, necessary, or customary part of the Services, or are required for the proper performance or provision of the Services. As permitted by the scope of the Contract, “Services” may include the discovery, creation, or development of Work Product.
- BB. Statement of Work (“SOW”)**
Any document in substantially the form of Exhibit C (describing the deliverables, due dates, assignment duration, Acceptance criteria, and payment obligations for a specific project, engagement, or assignment that Supplier commits to provide to an Authorized User), which, upon signing by both Parties, is made a part of the Contract.
- CC. Subcontractor**
Any entity to which Supplier or qualified reseller (or other Subcontractor of any tier) has subcontracted for performance of, or delegated any of its responsibilities under the Contract, including an affiliate of the Supplier. For the limited purposes of this Contract, this definition does not include Certified Partners.
- DD. Supplier**
The entity set forth in the preamble of this Contract and any entity that controls, is controlled by, or is under common control with Supplier. For the purposes of this Contract, Supplier also includes Supplier Certified Partners.
- EE. Supplier Personnel**
Any and all of Supplier’s employees, agents, contractors, or Subcontractors performing under this Contract.
- FF. Supplier Reporting System (“SRS”)**
The VITA system used by Supplier to fulfill reporting obligations under this Contract. The SRS can be accessed at the following URL(s): <https://www.vita.virginia.gov/procurement/supplier-reporting/>, or any successor URL(s).
- GG. SWaM**
Any entity certified by the Commonwealth’s Department of Small Business and Supplier Diversity (“DSBSD”) as a small, small women-owned, small minority-owned, small service-disabled veteran-owned or microbusiness, as defined in Executive Order Number 35 (2019).

HH. System Firmware

The embedded system code provided by the manufacturer of the device including subsequent revisions and any applicable documentation.

II. Transition Out Plan

The written plan developed by Supplier addressing the transition of Supplier's contractual obligations, in whole or in part, away from the Supplier and to Authorized User, or its designee.

JJ. Total Sales

Sales under this Contract for which Supplier and its Certified Partners have received full and complete payment from an Authorized User.

KK. Update

Any update, modification, or new release of the Supplier's Firmware (<https://connect.na.panasonic.com/toughbook/support/>), Application, Documentation, or Supplier Product that Supplier makes generally available to its customers at no additional cost. Software Updates include patches, fixes, upgrades, enhancements, improvements, or access mode, including without limitation additional capabilities to or otherwise improve the functionality, increase the speed, efficiency, or base operation of the Software. Updates from Supplier do not include Microsoft Operating System updates.

LL. VITA

The Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§ 2.2-2005 et seq.) of the Code, or any successor agency.

MM. Warranty Period

The period of time during which Supplier is obligated to provide corrections, free of charge, for a unit of Product.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, will be effective and legally binding for a period of one (1) year ("**Initial Term**"). VITA, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year periods (each a "**Renewal Term**") after the expiration of the Initial Term (the Initial Term and any Renewal Term(s) constitute, collectively, the "**Contract Term**"). VITA will issue a written notification to the Supplier stating VITA's intention to exercise a Renewal Term no less than 30 calendar days prior to the expiration of any then-current term. In addition, performance of an order or SOW issued during the Contract Term may survive the expiration of the Contract Term, in which case all contractual terms and conditions required for the operation of such order or SOW will remain in full force and effect until all of Supplier's obligations pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

B. Continuity of Services

In the event that the Initial Term and all Renewal Terms of this Contract expire prior to the award for a successor contract for similar goods or services, the Commonwealth may, with the written consent of the Supplier, extend this Contract for such a period necessary to afford the Commonwealth a continuous supply of the identified goods and/or services until completion of a procurement to succeed this Contract. If there is a conflict between this term and other terms within this Contract, this term shall prevail.

C. Termination for Convenience

VITA may terminate this Contract, in whole or in part, at any time and for any reason upon not less than 30 calendar days prior written notice to Supplier. An Authorized User may terminate an order or SOW, in whole or in part, at any time and for any reason upon not less than 60 calendar days prior written notice to Supplier. Any termination under this provision will not affect the rights and obligations attending any order or SOW outstanding at the termination date.

D. Termination for Breach

In the event of breach by the Supplier, VITA will have the right to terminate this Contract, in whole or in part, and an Authorized User may terminate an order or SOW issued hereunder, in whole or in part. Supplier will be deemed in breach in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder. Any termination under the provisions of this section will be deemed a "Termination for Breach".

If VITA deems the Supplier to be in breach, VITA shall provide Supplier with notice of breach and allow Supplier 15 business days to cure the breach. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued pursuant to this Contract, in whole or in part. If an Authorized User deems the Supplier to be in breach of an order or SOW, that Authorized User shall provide Supplier with notice of breach and allow Supplier 15 business days to cure the breach. If Supplier fails to cure the breach as noted, the Authorized User may immediately terminate its order or SOW, in whole or in part. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 U.S.C. § 1352, or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach, and VITA shall provide written notice to Supplier of such termination. Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 U.S.C. § 1352, or if federal debarment proceedings are instituted against Supplier.

E. Termination for Non-Appropriation of Funds

All payment obligations from public bodies under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order or SOW, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

F. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User will have any future liability except for Deliverables accepted by an Authorized User or Services (including any applicable Licensed Services and Maintenance Services) rendered by Supplier and accepted by the Authorized User prior to the termination date.

In the event of a Termination of Breach, Supplier, subject to any order or SOW under this Contract, shall ensure that its Certified Partners accept return of any Deliverable that was not accepted by the Authorized User, and Supplier or Certified Partner shall refund any monies paid by any Authorized User for the unaccepted Deliverable. The Authorized User will also have the right, in its sole discretion, to return any accepted Deliverable and Supplier shall refund any monies paid for the accepted Deliverable, less a reasonable value for the use of those components.

G. Termination by Supplier

In no instance will termination by Supplier be considered. Failure by an Authorized User to make timely payments owed to Supplier for its performance under this Contract will constitute a breach by that Authorized User. Supplier's remedy for a breach is limited to the remedies set forth in Code § 2.2-4363.

H. Contract Kick-Off Meeting

Within 30 calendar days of the Effective Date, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, Authorized User project manager(s) or authorized representative(s), and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract.

I. Contract Closeout

Prior to the Contract's expiration date, Supplier may be provided contract closeout documentation by VITA. If contract closeout documentation is provided, then Supplier shall complete, sign, and return to VITA Supply Chain Management any required documentation within 30 calendar days of receipt to ensure completion of closeout administration and to maintain a positive performance reputation with the Commonwealth. Any required closeout documentation not received within 30 calendar days of Supplier's receipt of the Commonwealth's request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due to the Supplier, including final payment, until the documentation is returned to VITA. Notwithstanding the foregoing, any documentation pertaining to pending or outstanding orders shall be retained until completion of those orders.

4. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall ensure that all Supplier Personnel performing under this Contract are competent and knowledgeable of the contractual arrangements and the applicable order or SOW between Authorized User and Supplier. Supplier acknowledges that Supplier is the employer of all Supplier employees and shall have the sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other benefits for, and terminate the employment of Supplier employees. Supplier shall be solely responsible for the supervision and conduct of Supplier Personnel, including all acts, omissions, gross negligence, and willful misconduct of Supplier Personnel. Additionally, Supplier shall ensure that Supplier Personnel comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any Supplier Personnel whom such Authorized User believes has failed to comply with the above or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Key Personnel

Supplier shall designate certain of its personnel as "**Key Personnel**". For the avoidance of doubt, Supplier "**Account Manager(s)**" and Industrial Funding Adjustment "IFA" reporting positions are considered "Key Personnel" under this Contract. Such Key Personnel are considered essential to the performance of Supplier's obligations under this Contract. VITA will have the right to review and approve any persons designated as Key Personnel. Any change to Key Personnel is subject to the written approval of VITA. Failure by Supplier to perform in accordance with these obligations may be deemed a breach of this Contract by VITA, in its sole discretion.

An Authorized User may designate certain of Supplier's personnel as "**Project Manager(s)**" in its order or SOW. Supplier's obligations with respect to Project Managers will be described in the applicable order or SOW. Any changes to the Project Manager must be mutually agreed to in writing by Supplier and Authorized User. Failure of Supplier to perform in accordance with such obligations may be deemed a breach of the applicable order or SOW.

C. Subcontractors

Supplier shall not use Subcontractors to perform its contractual obligations or any order or SOW issued pursuant to the Contract unless specifically authorized in writing to do so by the Authorized User. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier may not subcontract to any Subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event may Supplier subcontract to any Subcontractor that is debarred by the Commonwealth or that owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

If Supplier subcontracts the provision of any performance obligation under this Contract to any other party, Supplier shall (i) act as prime contractor and will be the sole point of contact with regard to all obligations under this Contract; and (ii) represent and warrant that any authorized Subcontractors shall perform in accordance with the terms and conditions, including warranties, set forth in this Contract.

D. Supplier Nomination of Channel Partners to be Certified Partners and VITA Approval Rights

Supplier may nominate certain of their Channel Partners to perform under this Contract. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier may not nominate any Channel Partner that is excluded from Federal Procurement and Nonprocurement Programs. Upon VITA's approval of such nominations as outlined below, approved Channel Partners will be deemed to be Certified Partners for purposes of this Contract. Certified Partners will have the authority to receive and fulfill orders or SOWs directly from Authorized Users, as well as invoice and receive payment from Authorized Users. At all times, Supplier shall be responsible for its Certified Partners' performance in accordance with the terms and conditions, including warranties, set forth in this Contract. Further, Supplier will remain directly and fully liable for all actions by its Certified Partners. A list of Supplier's Certified Partners can be found at: <https://connect.na.panasonic.com/government-contracts> (Exhibit E). Upon request from VITA, the Supplier shall remove any Certified Partner from the list of entities authorized to provide goods and services under this Contract.

Each nominated Channel Partner must be submitted to VITA for approval and Supplier shall provide to VITA a comprehensive justification for each Channel Partner nomination, outlining the added value and capabilities that the Channel Partner brings to the Commonwealth. VITA reserves the right to reject any Channel Partner nominated by Supplier based on criteria including, but not limited to, the Channel Partner's past performance, financial stability, compliance with the Commonwealth's procurement policies, and the ability to meet Contract requirements. Should VITA reject the nomination of a Channel Partner, VITA shall notify Supplier in writing of the rejection, detailing the reasons for the rejection of that Channel Partner. Supplier may then submit an alternative Channel Partner for consideration, subject to the same approval process.

Supplier shall ensure that all Certified Partners that qualify as SWaM entities obtain certification from the DSBSD as such SWaM entities, including any Channel Partner nominated to be a Certified Partner after the Effective Date of this Contract. Any amounts paid by Authorized Users to Supplier and/or Certified Partners under this contract are subject to the reporting requirements as set forth in the "Reporting" section of this Contract below, including SWaM spend reporting.

Supplier may add any number of Certified Partners that hold an active SWaM DSBSD certification as a small, small women, small minority, small service-disabled veteran-owned business, or micro business to the contract at any point, provided that Supplier provides evidence of each such Certified Partner's active DSBSD certification.

The number of Channel Partners that do not hold an active SWaM DSBSD certification that can be added to the contract as Certified Partners will be limited to five (5) during the Contract's first year. Additional non-Swam Certified Partners may only be added at contract renewal.

5. NEW TECHNOLOGY

A. Access to New Technology

Supplier will bring to VITA's attention any new products or services within the scope of the Contract that Supplier believes will be of interest to VITA and will work to develop proposals for the provision of any such products or services as VITA requests.

6. GENERAL WARRANTY

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL.

Supplier warrants and represents to VITA that Supplier will fulfill its contractual obligations and meet all Requirements as described in Exhibit A. Supplier warrants and represents to VITA that:

A. Ownership

Supplier has the right to perform and provide all contractual obligations and provide all needed services or products without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.

Supplier is the owner of the Product or otherwise has, to the best of its knowledge, the right to grant to the Commonwealth or any Authorized User title or the right to use the Product provided pursuant to this Contract. Upon Supplier's receipt of payment, the Commonwealth or ordering Authorized User, as applicable, will obtain good and clear title to the Product, free and clear of all liens, claims, security interests, and encumbrances.

B. Coverage Period

During the Warranty Period of three (3) years for Supplier-manufactured devices or one (1) year for peripherals or as specified and approved by Supplier in the applicable order or SOW, Supplier warrants that any Deliverables provided by Supplier under this Contract will meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the Warranty Period that result in Supplier's failure to meet the Requirement, or its contractual obligations unless any Authorized User violates the Product Warranty.

The Warranty Period will begin at the Acceptance date of the applicable Product.

C. Performance Warranty

With respect to Supplier's performance under this Contract:

i. Supplier and their Certified Partners shall perform all contractual obligations with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all plans, information, specifications, Deliverables, and Services furnished under this Contract; and

ii. Supplier shall ensure that any contractually obligated Services or Deliverables, or both, meet or exceed the Requirements and that any Product will function in conformance with the Requirements.

D. Documentation and Deliverables

i. Any required Documentation Supplier is obligated to provide under this Contract will be sufficient in detail and content to allow an appropriately trained user to understand and fully utilize, as applicable, the Deliverables without reference to any other materials or information.

ii. All Deliverables provided or delivered pursuant to this Contract are at the current release level unless an Authorized User specifies an older version in its order or SOW.

iii. No Update, engineering change, or revision made to any Supplier-provided Deliverables will (a) degrade the performance of any Deliverable or its components to a level below that defined in the Requirements or the Product manufacturer's or Software Publisher's published specifications, as applicable; (b) cause any other warranty to be breached; or (c) require an Authorized User to acquire additional hardware equipment or software.

E. Malicious Code

Supplier has used commercially reasonable efforts through quality assurance procedures to verify that there are no Computer Viruses or undocumented features in any of the Deliverables, as obligated and provided by Supplier under the order or SOW, at the time of delivery to the Authorized User. Supplier has used the best available means to scan any media provided to the Authorized User. Supplier warrants that the Deliverables, as obligated and provided by Supplier under the order or SOW, do not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Deliverables.

Notwithstanding any rights granted under this Contract or at law, Supplier waives, under any and all circumstances, any right it has or may have in the future to exercise its license termination rights by electronic means. Supplier agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this section, including injunctive or other equitable relief.

F. Supplier Viability

Supplier has the financial capacity to perform and continue to perform its obligations under this Contract. Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract.

Further, Supplier is not prohibited by any contract, or order by any court of competent jurisdiction from entering into this Contract.

G. Supplier's Past Experience

Supplier has met similar contractual obligations and fulfilled the Requirements as set forth in Exhibit A and in this Contract, in similar or greater complexity, to other customers without significant problems due to Supplier's performance and without causing a contractual breach or default claim by any customer.

7. SOFTWARE LICENSE

A. License Type

As applicable to the Microsoft Windows Pro operating system license.

8. PRODUCT SCOPE OF USE

Any Authorized User may use the Product, and any Software licensed in connection with the Product, on a worldwide basis for the benefit of itself and its agents. Supplier further authorizes use of the Product by third parties who are under contract with an Authorized User to provide outsourcing services.

9. SYSTEM FIRMWARE

Any and all license rights granted pursuant to this Contract will be held pursuant to the terms of the "Licensing Within the Commonwealth" section of this Contract below.

A. System Firmware

The built-in software embedded in the system's hardware components. It acts as a bridge between the operating system and the hardware, controlling how the laptop starts up, manages power, handles input/output devices, and ensures overall system stability.

B. Authorized User Compliance

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User that purchased the license or for whom that license was purchased. VITA will have no responsibility for compliance with the terms and conditions of the purchased license, unless VITA purchased the license on its own behalf.

C. Reservation of Rights

Nothing contained in this section will be construed to restrict or limit the rights of the Commonwealth or any Authorized User to use any technical data that the Commonwealth or Authorized User may already possess or acquire under proper authorization from other sources.

10. SERVICES

A. Nature of Services and Engagement

This Contract is mandatory use for executive branch agency Authorized Users. With the exception of executive branch agency Authorized Users, this Contract is optional use, and non-exclusive and Authorized Users may, at their sole discretion, receive benefits from third party suppliers of services similar to, or in competition with, Services provided by Supplier.

Authorized User, in its sole discretion, may cancel any Services resulting in a commitment of any individual Supplier Personnel for more than 1,000 hours of work during any six (6) month period or of any such individual Supplier Personnel for more than eight (8) months in any twelve (12) month period. Any Services cancelled by VITA will no longer be binding on either Party, and all obligations with respect to the cancelled Services.

All services performed up to and including the date of cancellation shall be paid for by Authorized User.

11. DELIVERY AND INSTALLATION

A. Product Delivery Procedure

Supplier is responsible for delivery of all Products purchased pursuant to this Contract. Supplier shall deliver, and ensure that Certified Partner delivers, all Products F.O.B. destination, with the destination being the "ship to" address specified in the applicable order or SOW. If the order or SOW stipulates that the Supplier will provide installation of the Product, Supplier will bear all risk of loss of or damage to the Product until Receipt/Acceptance by the Authorized User. If the order or SOW stipulates that the Supplier will not provide installation of the Product, Supplier will bear all risk of loss or damage to the Product until Receipt. In all cases, Supplier shall arrange and pay for all standard / non-expedited transportation and insurance sufficient to fully protect the Product while in transit. Each shipment or delivery from Certified Partner or Supplier shall include a packing slip or similar document that includes this Contract number, the Authorized User's order number, the SOW number, if applicable, the part number, a description of the Product shipped, and the quantity shipped. If required by the Authorized User, Supplier shall bar code all packages shipped. If any loss to, or damage of, the Product occurs prior to Acceptance by the Authorized User, Supplier shall provide a replacement item. Title to Product will pass upon Acceptance.

Supplier will make available all appropriate and required Documentation online to the Authorized User on the Supplier website at <https://connect.na.panasonic.com/toughbook/support#/>.

B. Late Delivery of Product

If requested by the Authorized User, Supplier shall credit the Authorized User an amount equal to ten percent (10%) of the total purchase price for Product(s) not delivered or nonoperational by the Planned Delivery Date. For each day the Product(s) is not delivered by the Planned Delivery Date or are delivered by the Planned Delivery Date but non-operational, an additional 10% per day will be assessed until the Product(s) is delivered. In addition to the credit above, if the delay lasts longer than sixty (60) calendar days, the Authorized User may immediately cancel the order and collect as late delivery damages ten percent (10%) of the total purchase price.

If the Supplier or any Certified Partner fails to deliver Products within the agreed upon delivery timeline for ten (10) or more Authorized User orders within any rolling ninety (90) calendar day period, VITA reserves the right to suspend all new purchase orders and shipments to the Supplier and/or Certified Partner until the delivery issues have been fully resolved to VITA satisfaction. Supplier and the non-compliant Certified Partner shall take all the necessary and immediate corrective action plans to promptly address and cure the late deliveries. If a delivery date is not provided in the order or SOW, the delivery date will be considered the date the order was received by the Supplier.

In the event the Supplier fails for any reason to deliver the Product within sixty (60) calendar days of the agreed upon delivery date set forth in the order/schedule, then the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of breach regarding the subject order or SOW. Once notice by the Authorized User is sent or given, the Authorized User may immediately procure the undelivered items, or substantially similar Panasonic-manufactured items, from another Certified Partner (US-based Panasonic Authorized Reseller). In no event will any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s), which are subject of such Authorized User's notice of breach. Further, the Authorized User reserves any and all other remedies available at law or in equity.

C. Product Trade-in and Upgrade

Supplier offers Product trade-in and upgrade features in its PC as a Service program (TOUGHBOOK as a Service) which requires a specific order and SOW.

D. Supplier Buyback Program

In accordance with Virginia Code § 2.2-1124(B)(16), Authorized Users will have the right to utilize any Supplier programs relating to the buy-back or trade-in of Products offered under this Contract. Supplier shall ensure that any Products returned comply with VITA's data removal standards (SEC 514). The specific parameters and procedures for the return of the Products, data removal, as well as any Supplier fees, credits, or payments, for the buy-back or trade-in service or data destruction, will be set forth in the applicable SOW between Supplier and the Authorized User. Supplier must provide certification of destruction to Authorized User if applicable.

12. ACCEPTANCE AND CURE PERIOD

A. Services Acceptance Criteria

Service(s) will be deemed accepted when the Authorized User determines that the Service(s) meet(s) the Requirements set forth in the applicable order or SOW. Supplier shall ensure any individual Supplier-supplied Deliverable functions properly with any other appropriate Supplier-supplied Deliverables provided pursuant to the order or SOW. Supplier will not warrant Deliverables built to specs provided by the Authorized User, that are modified by the Authorized User or used with third party products not provided or approved by the Supplier.

Authorized User shall commence Acceptance testing within ten (10) calendar days after Receipt of the Service, or within such other period as set forth in the applicable order or SOW. Acceptance testing will last no longer than ten (10) calendar days, unless otherwise agreed to in writing between Authorized User and Supplier, for each Deliverable, or for the first instance of each Service type set forth in Exhibit B. Supplier shall provide the Authorized User any remote assistance and advice as the Authorized User may reasonably require, at no additional cost, during Acceptance testing. In the event that Authorized User fails to provide Supplier written notice of successful or unsuccessful Acceptance testing within ten (10) business days following the end of the Acceptance testing period, the Supplier shall provide the Authorized User with written notice that Supplier has not received a notice of successful or unsuccessful Acceptance testing from Authorized User. If Authorized User fails to provide Supplier with written notice of successful or unsuccessful Acceptance testing within 5 (five) business days after receiving such notice from Supplier, the Solution will be deemed Accepted.

B. Services Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit the non-conforming Service for re-testing within seven (7) calendar days of Supplier's receipt of written notice of non-conformance, unless otherwise agreed to between the Authorized User and Supplier in the applicable order or SOW. Should Supplier fail to cure the non-conformity or deliver a Service which meets the Requirements, the Authorized User may, in its sole discretion:

- i. reject the Service in its entirety, and any other Service(s) rendered unusable due to the non-conforming Service, and recover amounts previously paid to Supplier's Certified Partner for all such Services;
- ii. issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or
- iii. conditionally accept the applicable Service while reserving its right to revoke Acceptance if Supplier fails to make a timely correction.

Failure of a Service to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a breach by Supplier. In the event of such breach, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Services to be provided by Supplier.

C. Product Acceptance Criteria

Product will be deemed accepted when the ordering Authorized User determines that the Product successfully operates in accordance with the Requirements. The Authorized User shall commence Acceptance testing within ten (10) calendar days, or within the period set forth in the applicable order or SOW, after Receipt/installation of the Product. Acceptance testing will be no longer than ten (10) calendar days, or any longer period as may be agreed in writing between Authorized User and Supplier. Authorized User shall provide to Supplier written notice of Acceptance upon successful Acceptance testing. In the event that Authorized User fails to provide Supplier or Supplier's Certified

Partner (Panasonic Authorized Reseller that received the purchase order) written notice of successful or unsuccessful Acceptance testing within ten (10) business days following the end of the Acceptance testing period, the Supplier or Supplier's Certified Partner shall provide the Authorized User with written notice that Supplier has not received a notice of successful or unsuccessful Acceptance testing from Authorized User. If Authorized User fails to provide Supplier with written notice of successful or unsuccessful Acceptance testing within 5 (five) business days after receiving such notice from Supplier, the Solution will be deemed Accepted.

Throughout the Acceptance testing period, Supplier shall provide to the Authorized User remote assistance and advice as the Authorized User may reasonably require. Supplier shall provide this assistance and advice at no additional cost, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User pursuant to the terms and conditions of the "Reimbursement of Expenses" section of this Contract below.

D. Product Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit the corrected Product for re-testing within seven (7) calendar days of Supplier's receipt of non-conforming product at its repair facility with a written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier in the applicable order or SOW. If Supplier fails to cure the non-conformity or deliver Product that meets the Requirements, the Authorized User may, in its sole discretion: (i) reject the Product in its entirety and recover amounts previously paid to Supplier's Certified Partner; (ii) issue a "partial Acceptance" of the Product with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Product while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Product to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a breach by Supplier. In the event of such breach, the Authorized User may, at its sole discretion, terminate its order or SOW, in part as applicable to the non-conforming Product and Services to be provided by Supplier.

13. PRODUCT SUPPORT AND ADDITIONAL SERVICES

A. Authorized User or Third-Party Support

1. Documentation and Support Availability

In the event that VITA terminates this Contract, Supplier shall provide all the necessary user Documentation reasonably required to enable any Authorized User to use the Product itself. In addition, Supplier agrees to provide, for a period of five (5) years from the date of the last, any end-of-life notification, spare parts and components solely sourced by Supplier at the cost set forth in Exhibit B, Timeliness and Price

Supplier agrees to make the above-referenced Documentation, spare parts and components available within 60 business days following receipt of a written request, and at a price set forth in Exhibit B. In addition, Supplier shall sell the Product to any Authorized User's third-party maintenance provider under contract with the Authorized User, at the prices as set forth in Exhibit B, for the sole purpose of supporting the Authorized User's installed inventory. Supplier, via the Authorized User's chosen Certified Partner, shall document and provide to all Authorized Users, in a timely manner, any and all revisions to information and parts and components lists as they are developed or supplied by Supplier.

B. Parts and Maintenance Support

Supplier shall provide new or certified as new spare parts for each Product type ordered by an Authorized User. Supplier's obligation under this section will be to retain service replacement parts for the Products for at least five (5) years from the end of production date, or five (5) years from end of sale date, whichever comes later. After this five (5) year period, Supplier shall advise the Authorized User of its intent to discontinue certain parts for any Product type ordered by the Authorized User.

Supplier shall notify the Authorized User one (1) year prior to the effective date of any such discontinuance and shall provide the Authorized User the opportunity to purchase spare parts in a quantity adequate to support its installed base. Should Supplier advise the Authorized User of its intent to discontinue certain parts for any Product type ordered by the Authorized User, the Authorized User has the option to request and Supplier has the obligation to provide, all documentation required to ensure ongoing support, including full maintenance and repair by the Authorized User or its designated third-party maintenance provider within thirty (30) calendar days prior to the discontinuance date.

C. Inventory Record

Upon written notice from Authorized User, Supplier shall upload product and warranty assets and make available to Authorized User an Inventory Record at no additional cost or reduction in the Warranty Period. Product quantities and types may vary as Product is added or deleted from coverage. Authorized User shall update inventory assets as needed per the Supplier portal, noting any Product relocated, added, or removed from service. Authorized User may access Supplier service portal and at no additional cost, review the most current Inventory Record.

D. Product Service Record

Supplier shall provide, at no additional cost, a Product Service Record for each unit of Product covered under warranty or maintenance. The Product Service Record must include the following records for each unit of Product: (i) installation/ relocation/ removal/ modifications as input by the Authorized User; (ii) remedial actions; (iii) preventive actions; and (iv) any additional services not covered by warranty or maintenance. Authorized User may access, at no additional cost, the Product Service Record on the Supplier service portal.

E. Product Discontinuation

During the Contract Term, if any Supplier-manufactured Product listed on Exhibit B is discontinued and Supplier does not offer a substitute acceptable to VITA, then Supplier shall continue to meet such Authorized User's needs for the discontinued Product for not less than three (3) months, for each Authorized User who purchased the discontinued Product prior to the announcement of discontinuation. Additionally, Supplier shall make spare parts for the discontinued Product available to the Authorized User for a period of five (5) years from the date of discontinuation. In every event, Supplier via its Certified Partner network will provide any Authorized User with ninety (90) calendar days advance written notice of its intent to discontinue any Product type previously ordered by such Authorized User.

F. Additional Services

Upon request of an Authorized User by means of an order or SOW issued in accordance with the ordering provisions of this Contract, Supplier will provide additional on-site services which may include: (i) relocation of previously installed hardware; (ii) assistance to Authorized User's communications department in mutually acceptable duties related to the warranty Services provided under this Contract; and (iii) cabling, if applicable. The Authorized User shall compensate Supplier for such additional on-site services in accordance with the prices identified in Exhibit B. These additional on-site services will be in addition to any existing on-site Warranty Services or Maintenance Services obligations of Supplier.

14. PRODUCT WARRANTY AND REMEDY

A. Compatibility

Unless otherwise notified by Supplier, Supplier warrants that each Suppliers-manufactured Product provided pursuant to this Contract is, and will continue to be, data, program, and upward compatible with any other Product available or to be made available from Supplier within the same family of Product model.

Supplier warrants that, as a result of this compatibility, each Product can be utilized without adaptation of the other Product model's, and so that programs written for the Product shall operate on the next generation of Products, and not result in the need for alteration, emulation, or other loss of efficiency for a period of not less than three (3) years.

B. Product Warranty

Supplier warrants the following with respect to the Product:

- i. The Product will be free of defects in material, design, and workmanship.
- ii. Upon delivery, the Product will be new and in Operating Condition and will have all engineering changes released to date already installed.
- iii. Supplier shall not disable any Authorized User's use of System Software through remote access or otherwise. If the System Software contains authorization codes allowing access to a database or other software, Supplier warrants that such codes will be perpetual and non-expiring.

C. Product Warranty Services

During the warranty period of three (3) years, or as specified in the applicable order or SOW, Supplier warrants that the Supplier-manufactured Product will meet or exceed the Requirements. Supplier shall provide Warranty Services (including unlimited telephonic support) during the warranty period at the prices set forth in Exhibit B of this Contract. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the Warranty Period that result in a failure of the Product to meet the Requirements.

Panasonic Connect North America Standard Warranty as found at <https://connect.na.panasonic.com/toughbook/services/warranty-services> provides detailed descriptions of the Supplier's warranty offerings and responsibilities. .

Panasonic Connect North America Standard Warranty as found at <https://connect.na.panasonic.com/toughbook/services/warranty-services> defines coverage periods, response times, and restore times.

If multiple warranty levels are available, an Authorized User may elect, at any time before delivery of product, an alternative warranty level offered by Supplier. Any amendment to the warranty level will take effect within thirty (30) calendar days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order, pricing or SOW.

Authorized User's designated control organization will have the exclusive authority to request Warranty Services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order. It is the responsibility of the Authorized User's designated control organization to enter the required authorization and contact information into their Supplier-provided Service / Inventory portal upon registration of devices for warranty coverage.

1. Product Covered

Exhibit B lists all Product types covered under warranty.

2. Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in the Panasonic Connect North America Standard Warranty as found at <https://connect.na.panasonic.com/toughbook/services/warranty-services>.

3. Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Panasonic Connect North America Standard Warranty as found at <https://connect.na.panasonic.com/toughbook/services/warranty-services>. See Exhibit J.

4. Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit A.

5. One-year Depot Warranty

Supplier's depot warranty offerings and responsibilities are described in Panasonic Connect North America Standard Warranty as found at <https://connect.na.panasonic.com/toughbook/services/warranty-services>.

6. Coverage

Supplier's offerings related to coverage for telephonic and written consultation in connection with use, problems, and operation of the Product are described in Exhibit A and noted at <https://global-pc-support.connect.panasonic.com/>.

7. System Firmware

Should Supplier or Software Publisher merge or splinter the System Firmware previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrades or support for the System Firmware.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Firmware product and provides the same or substantially similar functionality as or within a separate or renamed System Firmware product, then the Commonwealth or the Authorized User will be entitled to license such System Firmware product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Firmware product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Firmware product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Firmware product or function at no additional charge.

8. Escalation Procedures

An Authorized User's first point of contact for any issue should be their chosen Panasonic Certified Partner (Authorized Reseller). In the event that a satisfactory resolution is not achieved, the following escalation procedures should be considered:

Problems / Issues	Escalation Point	Next Escalation Point	Next Escalation Point
Problems with Orders: <ul style="list-style-type: none"> Not received on time Wrong item shipped Price discrepancies 	Panasonic Connect Virginia Territory Account Manager: Javid Elahi javid.elahi@us.panasonic.com 540.940.1069	Panasonic Connect Northeast National Sales Manager: Eric Guinazzo Eric.guinazzo@us.panasonic.com 978.804.7625	Panasonic Connect Director of Government Sales: Alex Nollman Alexander.Nollmann@us.panasonic.com
Product Quality: <ul style="list-style-type: none"> Damage Equipment Missing Pieces Dead-On-Arrival 	Panasonic Connect Professional Services Group: Technical Support can be reached at 1-800-Laptop5 and is open 24 hours a day, 7 days a week, 365 days a year. US-based technicians are available to answer calls that focus on trouble shooting and repairs. Customer Service can be reached at 913-685-8855. It is available workdays, Monday through Friday, 6:30am – 6:00pm Central time. Customers can call this number to speak with a live person and check on the status of a repair (warranty or not), any deployment inquiries, and general service information.	Ask to speak with the manager on duty at the numbers given to the left	Panasonic Connect Professional Services Group Manager: Chris Bizal Chris.Bizal@us.panasonic.com 913-685-8855
Product Information	https://connect.na.panasonic.com/toughbook	Panasonic Connect Inside Sales 1-888-245-6344 (option 1)	Panasonic Connect Virginia Territory Account Manager: Javid Elahi javid.elahi@us.panasonic.com 540.940.1069

Problems / Issues	Escalation Point	Next Escalation Point	Next Escalation Point
Technical Support	<p>Panasonic Connect Professional Services Group:</p> <p>Technical Support can be reached at 1-800-Laptop5 and is open 24 hours a day, 7 days a week, 365 days a year. US-based technicians are available to answer calls that focus on trouble shooting and repairs.</p> <p>Customer Service can be reached at 913-685-8855. It is available workdays, Monday through Friday, 6:30am – 6:00pm Central time. Customers can call this number to speak with a live person and check on the status of a repair (warranty or not), any deployment inquiries, and general service information.</p>	Ask to speak with the manager on duty at the numbers given to the left	<p>Panasonic Connect Professional Services Group Manager:</p> <p>Chris Bizal</p> <p>Chris.Bizal@us.panasonic.com</p> <p>913-685-8855</p>
<p>Contract issues:</p> <ul style="list-style-type: none"> • Missing sku's or configurations • Incorrect Pricing • Contract website issues 	<p>Panasonic Connect Government Contracts Manager:</p> <p>Contracts@us.panasonic.com</p>	<p>Panasonic Connect Associate Director of Bids & Contracts:</p> <p>Tina Moran</p> <p>Tina.moran@us.panasonic.com</p> <p>973.985.7872</p>	<p>Panasonic Connect Vice President of Operations:</p> <p>Dan Disenhouse</p> <p>Contracts@us.panasonic.com</p> <p>201-348-7334</p>

Any issues not resolved via the above procedures, please reach out to contracts@us.panasonic.com for assistance.

9. Remedies

In addition to any remedies described in Exhibit I, if Supplier is unable to make the Product, including System Software, conform, in all material respects to the Requirements, within thirty (30) calendar days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) replace the non-conforming Product or (ii) accept return of the non-conforming Product and return all monies paid by such Authorized User for the returned Product.

Notwithstanding anything to the contrary in this Contract or in any Exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

THE OBLIGATIONS OF SUPPLIER UNDER THIS WARRANTY AND REMEDY SECTION ARE MATERIAL.

15. FEES, ORDERING, AND PAYMENT PROCEDURE

A. Fees and Charges

In consideration for the Supplier's performance obligations under this Contract, an Authorized User shall pay Supplier's Certified Partners the fee(s) owed pursuant to the schedule of fees and charges as set forth on Exhibit B attached to this Contract. Supplier and their Certified Partners will only be entitled to those fees owed for Supplier's performance obligations and any additional Products and Services provided to an Authorized User in accordance with the scope of this Contract and the Requirements, as authorized by Exhibit A, and per the Authorized User's order or SOW. The fees, and any associated discounts, will be applicable throughout the Contract Term unless modified pursuant to the terms and conditions below.

B. Changes to Fees and Charges

Supplier and VITA will work in good faith to agree on an appropriate change in pricing. Supplier agrees to offer price reductions to ensure compliance with the "Competitive Pricing" section of this Contract below. In the event the fees or discounts apply for any period less than the entire Contract Term, no increase in the fees will be allowed during the first twelve (12) month period following the Effective Date and no increase in fees will be allowed more than once in any subsequent twelve (12) month period thereafter.

Beginning twelve (12) months after the Effective Date, any increase in fees will not exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>) for the period ending sixty (60) to ninety (90) calendar days prior to the effective date of the increase compared with the same index one (1) year prior. Supplier must submit any change in price in writing to an Authorized User if the change impacts any order or SOW and, in accordance with the above, such change will not become effective for sixty (60) calendar days thereafter.

C. Supplier Quote and Request for Quote

An Authorized User may, at its sole discretion, issue a Request for Quote ("RFQ") for any combination of the Solution, Product, or Services provided under this Contract. Supplier shall respond to the RFQ by providing a written quote. Supplier shall ensure that Certified Partners' quotes must include (a) a detailed description of each product or service proposed, including any applicable components, at the Exhibit B line-item fee level; (b) the quantity of each line item; (c) the total contract price; (d) any additional percentage discount offered; (e) an extended price; (f) any optional or alternate pricing; and (g) any pricing assumptions. If requested by the Authorized User, Supplier shall ensure that Certified Partners' quotes must also include a detailed description of the approach Supplier and Certified Partner's plans to take in developing, implementing, and maintaining its offering pursuant to the RFQ for the Authorized User. If Supplier or its Certified Partners are unable to meet the requirements of the RFQ, the Authorized User shall be notified in writing of Supplier's or its Certified Partners inability to perform the work requested by the Authorized User, and provide the reasons for its inability to perform, prior to the due date for the submission of quotes in response to the RFQ.

D. Competitive Request for Quotes

If an Authorized User determines that a competitive process is required to ensure it receives the best value for any combination of its needed Solution, Product, or Services under this Contract, then the Authorized User may, at its sole discretion, use a Competitive Request for Quote ("CRFQ") process to obtain identical or similar Solutions, Products, or Services to those provided by Supplier pursuant to this Contract. The CRFQ will clearly outline the project timing and requirements. If the Authorized User is not able to identify the exact specifications required, then the CRFQ respondents will be given the opportunity to identify and propose their recommended specifications.

E. Ordering

Supplier or its Certified Partners shall not accept any order or SOW from an Authorized User if the order or SOW is to be funded, in whole or in part, by federal funds and if, at the time the order or SOW is placed, Supplier or its Certified Partners is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

All Authorized Users have the right to license or purchase Supplier's products or services under this Contract but have no obligation to purchase or license from Supplier any of Supplier's products or services. Except for the executive branch Authorized Users, this Contract is optional use and non-exclusive, and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier shall ensure that its Certified Partners accept any order or SOW placed by an Authorized User through the Commonwealth's electronic procurement website portal, eVA (<http://www.eva.virginia.gov/>). Agencies, as defined by Code § 2.2-2006, and legislative, judicial, and independent agencies of the Commonwealth, must order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i. Purchase Order ("PO"): An official PO form issued by an Authorized User.
- ii. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User. This ordering authority is limited to issuing orders or SOWs for the contractual offerings and Requirements available under the scope of this Contract.

No Authorized User will have the authority to modify this Contract under any circumstances. An order or SOW may contain additional terms and conditions. In the event that the terms and conditions of an order or SOW are inconsistent with the terms and conditions of this Contract, the terms and conditions of this Contract will supersede.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER OR SOW PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS THE AUTHORIZED USER IS VITA.

F. Statement of Work

A SOW, in the format provided for in Exhibit C attached to this Contract, is required for any orders placed by an Authorized User pursuant to this Contract. Supplier and its Certified Partner fulfilling the order shall perform any and all contractual obligations at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit B to this Contract. All SOWs will be of a fixed price type unless VITA issues a written authorization for a time and materials type SOW. The fixed price SOWs may, with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses pursuant to the provisions of the "Reimbursement of Expenses" subsection below. If a time and materials type SOW is authorized, Supplier Personnel shall maintain daily time records of hours and tasks performed that must be submitted or made available for inspection by the Authorized User upon 48 hours advance written notice.

Any change to an SOW must be described in a written change request, in the format provided in Exhibit D. All Parties to an SOW may issue a change request that will be subject to written approval of the other Parties before it becomes part of this Contract. In no event will any SOW or any modification require the Supplier to provide any Products or Services that are beyond the scope of this Contract as such scope is defined in Exhibit A, which is attached to this Contract and incorporated by reference.

G. Invoice Procedures

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Supplier' performance obligations have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order or SOW. Payment for any support services, as authorized in the Contract and the Authorized User's applicable order or SOW, will be per the terms set forth in the Supplier's invoice or in any order or SOW referencing this Contract. No invoice may include any costs other than those identified in the signed order or SOW, and those costs must be in accordance with the schedule of fees listed on Exhibit B. Without limiting the foregoing, all standard shipping costs (non-expedited) are the Supplier's responsibility except to the extent shipping charges are identified in Exhibit B and noted in any signed order or SOW referencing this Contract. Supplier shall issue invoices that identify, at a minimum:

- i. Dates/periods that invoice covers, including any service or subscription periods, as applicable.
- ii. Line-item description of the Deliverable(s) applicable to this Contract, including any components or service type, and, if applicable, the project milestone.
- iii. Quantity, charge and extended pricing for each line item
- iv. Applicable date of the order or SOW or both
- v. This Contract number and the applicable order number or SOW number or both
- vi. Supplier's Federal Employer Identification Number ("FEIN")

Any terms included on Supplier's invoice conflicting with the terms of this Contract or the relevant order or SOW will have no force or effect and will in no way bind the Authorized User.

H. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier may not issue invoices pursuant to this Contract until all of Supplier's performance obligations have been accepted and are in accordance with the milestone payment schedule in the applicable order or SOW, or until after services have been rendered. Charges for Deliverables, Components or Services accepted more than ninety (90) calendar days prior to receipt of a valid invoice may not be paid.

In the event Supplier repeatedly over-bills an Authorized User, the Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues.

I. Reimbursement of Expenses

An Authorized User will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by the Authorized User in advance in the order or SOW. The travel-related expenses will be reimbursable at the then-current per diem amounts and other travel regulations as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/>). Authorized Users who are not public bodies may have their own per diem amounts or other travel regulations applicable to Supplier's pre-approved travel expenses.

All reimbursed expenses will be billed to the Authorized User on a pass-through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US\$30.00.

J. Disputed Charges

If, before payment of an invoice, an Authorized User notifies the Supplier via the email address, contracts@us.panasonic.com, or Certified Partner directly with Supplier copied in writing of a disputed charge, Authorized User will have the right to withhold payment of the disputed amount until the dispute is settled or finally resolved. Supplier shall respond in writing to Authorized User's notification of a disputed charge acknowledging Supplier's receipt of the dispute within five (5) business days. Any charges disputed by Authorized User will be resolved (whether by credit or explanation of the charge to the Authorized User's satisfaction) in the Authorized User's required format within two (2) billing cycles (60 calendar days) following Authorized User's written notification. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User will not be obligated to pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. Authorized User will not pay any disputed amounts that remain unresolved after 120 calendar days. If a disputed charge is reversed, Supplier shall reverse all associated surcharges, regulatory charges and taxes.

16. SUPPLIER SPONSORED PROMOTIONS

The Supplier, at its discretion, may sponsor Product and Service promotions during the Contract Term or any extensions. In the event that Supplier chooses to sponsor such a promotion, Supplier shall provide in writing to VITA, at least five (5) days prior to the promotion, the following information: (i) the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; (ii) the exact Products or Services covered in the promotion; and (iii) the pricing or percentage discount offered during the promotion. VITA will communicate to Supplier in writing its agreement to the promotion.

Supplier shall make all sponsored Product or Service promotions available to all Authorized Users. Should the Supplier request a promotion that would be limiting, either through product configuration or quantities of Products and Services, VITA, at its sole discretion, may not provide a written agreement. VITA and Supplier agree that promotions will not target any one Authorized User, or a few Authorized Users.

VITA and Authorized Users may, at their discretion, assist in advertising the promotion. This assistance may consist of advertising space on Authorized User web sites, or other assistance at an Authorized User's discretion.

If Supplier fails to obtain the prior written agreement of VITA for the promotion, proposes prices different from those in the Contract without VITA's consent, or otherwise does not adhere to the provisions of this section, Supplier will be deemed to be in breach of this Contract. VITA will have all remedies for this breach available under the Contract as well as in law and in equity. At the RFQ or CRFQ stage, Supplier's Certified Partners may offer better pricing than listed on the Supplier contract and this will not be considered a breach of contract.

17. REPORTING

Supplier and Certified Partner shall submit to VITA monthly reports containing data on:

- i. Amount of Total Sales; and
- ii. Small Business Procurement and Subcontracting Spend

These reports must be submitted in accordance with the instructions and further detailed requirements, and on the templates set forth on the "Supplier & Vendor Reporting Requirements" webpage located at the following URL: <https://www.vita.virginia.gov/procurement/supplier-reporting/>, or any successor URL(s). Supplier and Certified Partner are encouraged to review the site periodically for updates on reporting requirements and methods. Supplier's or Certified Partner's failure to comply with all reporting, payment, and other requirements in this section may be deemed by VITA, in its sole discretion, to be a breach of the Contract.

A. Amount of Total Sales

Supplier shall ensure that its Certified Partner shall submit to VITA a monthly report of Total Sales under this Contract.

In connection to the monthly report of Total Sales, Supplier shall ensure its Certified Partner pay to VITA the following monthly fees in accordance with instructions described on the "Supplier & Vendor Reporting Requirements" webpage located at:

<https://www.vita.virginia.gov/procurement/supplier-reporting/>. The monthly report of Total Sales must include these fees and percentages:

- IFA: 2% of monthly sales

B. Small Business Procurement and Subcontracting Spend

Supplier shall provide to VITA a report of monthly subcontracting spend data. This data must include Supplier's total spend to all Subcontractors who provide direct performance for obligations under this Contract. Supplier's monthly subcontracting spend data must be submitted via the SRS webpage located at: <https://www.vita.virginia.gov/procurement/supplier-reporting/>.

In addition, every six (6) months following the Effective Date, Supplier shall submit to VITA a "SWaM Subcontracting Certification of Compliance" ("**SSCC**") certifying that Supplier has either through its own Subcontractors or through its Certified Partners fully complied with the Contract's Small Business (SWaM) Subcontracting Plan ("**Plan**"). A copy of Supplier's Plan is attached to this Contract as Exhibit H and is incorporated by reference. The SSCC must include a written explanation of any variances of greater than 20% between the Plan and the actual subcontractor spend by Supplier. Supplier's SSCC will be maintained by VITA in the Supplier's procurement file. Supplier must submit the SSCC to the following address:

SCMInfo@vita.virginia.gov. In the event that Supplier fails to comply with its contractually obligated Plan spend or fails to report its contractually obligated Plan spend, VITA may, at its sole discretion, prohibit or delay any renewals or extensions of the Contract, withhold any final payments due, or both. Supplier's failure to comply will be considered in the prospective award of any future contracts with Supplier.

18. SUPPLIER PERFORMANCE MEASURES

VITA has developed a set of performance measures relating to Supplier's performance under this Contract and which are attached hereto and incorporated by reference in Exhibit I, the order, or SOW. Supplier agrees to be bound by and perform its obligations under this Contract pursuant to these performance measures. The remedies for Supplier's failure to meet the performance measures are set forth in Exhibit I, the order, or SOW.

Supplier and VITA agree to meet within thirty (30) calendar days of the Effective Date of this Contract to set forth the methodology and designated personnel of each Party to provide, collect, monitor, and report the performance measures data and mutually agreed-to incentives and remedies. Supplier agrees to provide to VITA a report of its performance against the performance measures no less than once every six (6) months throughout the Contract Term.

Supplier's report must include a comparison of its performance measures against the agreed-to targets and, in the event of any shortfall by Supplier, proposed remediation measures. Supplier will report its performance for the Contract in aggregate and for each order or SOW over \$1,000,000 for applicable Authorized Users. Any instances of Supplier non-compliance will be recorded in Supplier's Contract file and shared with Contract stakeholders. Supplier further agrees that any degradation or failure of Supplier's performance obligations may result in failure to renew the Contract, termination for convenience of the Contract or termination for breach of the Contract. VITA will have all rights and remedies available at law.

19. STATUS MEETINGS

Supplier will be prepared to conduct monthly stewardship meetings with VITA to provide a broad review of all services, projects and ongoing operations. Supplier should also be prepared to conduct semi-annual meetings/presentations to discuss new products and services and their potential benefit to VITA.

20. POLICIES AND PROCEDURES GUIDE

Within thirty (30) calendar days of the Effective Date of the Contract, Supplier will provide VITA will a policy and procedures guide that describes how the Supplier and VITA will work together and how performance, including Deliverables and Services, is to be measured. The guide will provide process diagram details, working activities, and interface points with VITA and Supplier deliverables. Updated versions of the guide will be provided by Supplier to VITA and all Authorized Users every six (6) months, or as otherwise mutually agreed, during the Contract Term.

21. TRAINING AND DOCUMENTATION

A. Training

In addition to any online tutorial training Supplier may make available, In order to allow Authorized User the full benefit of the applicable Deliverable, available additional and optional training with applicable pricing and discounts, are described in Exhibit B.

B. Documentation

Supplier shall make available to Authorized User complete copies of any Documentation applicable to the Deliverable(s) provided to Authorized User at <https://connect.na.panasonic.com/toughbook/support/>. Should Supplier revise or replace the Documentation, or should Documentation be modified to reflect Updates, Supplier shall deliver to the Authorized User copies of the updated or replacement Documentation, in the same quantity and media format as originally requested by the Authorized User, or as agreed upon between the Parties. Any Authorized User will have the right, as part of any license grant, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation must include, but is not limited to, overview descriptions of all major functions, detailed step-by-step installation and operating procedures for each screen and activity, and technical reference manuals. Such Documentation must be revised to reflect any modifications, fixes or updates made by Supplier. Any Authorized User, at its own discretion, will have the right, as part of the license granted by Supplier, to modify or completely customize all or part of the Documentation in support of the authorized use of the licensed Application or Software. The Authorized User may also duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

22. AUTHORIZED USER SELF-SUFFICIENCY

At Authorized User's request, and pursuant to an order or SOW for Supplier's Services issued under this Contract, Supplier shall provide assistance via Supplier's Technical Support Hotline that is reasonably required by Authorized User to develop Authorized User's self-sufficiency in operating and managing any combination of the Solution, Products, or Services that Supplier provided to Authorized User under the applicable order or SOW.

23. COMPETITIVE PRICING

Supplier warrants that each of the prices, charges, economic or product terms, or warranties granted under this Contract are fair, reasonable, and commensurate with the price, charge, economic or product term or warranty being offered by Supplier to other government customers that purchase substantially similar services or products, at similar volumes, and under substantially similar terms and conditions. Supplier shall notify VITA of any new services or products that become generally available to all government customers during the Contract Term. New products and services are subject to the commercial terms associated with those products and services and must be formally added to this Contract before they can be purchased. Supplier shall also offer VITA commercially available national government products and services promotions and rates available at the time of purchase under the terms of those promotions.

24. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall:

- i. hold in strict confidence all Confidential Information of any other Party;
- ii. use the Confidential Information solely to perform or to exercise its rights under this Contract; and
- iii. not transfer, display, convey or otherwise disclose or make available all or any part of the other Party's Confidential Information to any third party.

An Authorized User may, however, disclose the Confidential Information as delivered by Supplier to subcontractors, contractors, or agents of the Authorized User that are bound by non-disclosure agreements with the Authorized User. Each Party shall take the same measures to protect against the disclosure or misuse of the Confidential Information as it takes to protect its own proprietary or confidential information, but in no event will such measures be less than reasonable care.

B. Return or Destruction

Upon the termination or expiration of this Contract, or upon the earlier written request of the disclosing Authorized User, Supplier shall, at its own expense, and at the election of the Authorized User, either:

- i. promptly return all tangible Confidential Information (and all copies thereof except the record required by law) to the disclosing Authorized User; or
- ii. destroy any Confidential Information in Supplier's possession or control and provide the disclosing Authorized User with written certification of the destruction.

Additionally, Supplier shall cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

The Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth's records retention policies or, if Authorized User is not subject to the Commonwealth's policies, in accordance with the Authorized User's own records retention policies.

C. Confidentiality Statement

All Supplier Personnel performing Services pursuant to this Contract are required to sign a confidentiality statement or non-disclosure agreement. Any violation of the statement or agreement will be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder.

D. Freedom of Information Act Acknowledgement

All Supplier documents now or later comprising the Contract may be released in their entirety under the Virginia Freedom of Information Act, and Supplier agrees that any confidentiality or similar stamps or legends that are attached to any future documents or information may be ignored to the extent they claim confidentiality beyond that permitted by the Virginia Freedom of Information Act.

In the case of Supplier proprietary or trade secret information, Supplier must have followed the procedures required by Code § 2.2-4342(F) in order for the information to be protected from disclosure under the Virginia Freedom of Information Act.

25. INDEMNIFICATION

A. Indemnification Generally

Supplier shall defend, indemnify, and hold harmless all Commonwealth Indemnified Parties from and against any third-party Claims to the extent the Claims in any way relate to, arise out of, or result from:

- i. any negligent act, negligent omission, or intentional or willful conduct of Supplier or any Supplier Personnel;
- ii. a breach of any representation, warranty, covenant, or obligation of Supplier contained in this Contract;
- iii. any defect in the Supplier-provided products or services;
- iv. any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided products or services; or
- v. any Claims by any Certified Partner or Subcontractor resulting from Supplier's failure to pay such Certified Partner or Subcontractor.

B. Defense Claims

Supplier will be solely responsible for all costs and expenses associated with the defense of all third-party Claims against Commonwealth Indemnified Parties. Selection and approval of counsel, and approval of any settlement, shall be accomplished in accordance with all applicable laws, rules, and regulations. For state agencies, the applicable laws include §§ 2.2-507, 2.2-510, and 2.2-514 of the Code.

C. Duty to Replace or Reimburse

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided products or services, or Supplier's performance, Supplier shall, at its expense and option, either (a) procure the right to continue use of such infringing products or services, or any components thereof; or (b) replace or modify the infringing products or services, or any components thereof, with non-infringing products or services satisfactory to VITA.

In the event that an Authorized User cannot use the affected Deliverable, Product, Licensed Services, or Services, including any Components, then Supplier shall reimburse such Authorized User for the reasonable costs incurred by such Authorized User in obtaining an alternative product or service.

D. Supplier Dispute of Obligation to Indemnify

If a Claim is commenced against any Commonwealth Indemnified Parties by a third party alleging an infringement of the third party's intellectual property rights and Supplier is of the opinion that the allegations in the third-party Claim, in whole or in part, are not covered by the indemnification provision in this Contract, then Supplier shall immediately notify VITA and the affected Authorized User(s) in writing of its opinion that it is not obligated to indemnify VITA or the affected Authorized User.

Supplier shall, nonetheless, take all reasonable steps to protect the rights, remedies, and interests of the Commonwealth Indemnified Parties in the defense of the Claim, including to secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

26. LIABILITY

A. Supplier Liability

Supplier agrees that it is fully responsible for all acts and omissions of Supplier Personnel, including their negligence, gross negligence or willful misconduct, under this Contract.

To the extent permitted by law, Supplier's indemnification obligations and liability will not exceed, in aggregate, twice the spend under this Contract in the twelve (12) months preceding the event giving rise to the claim; if the event giving rise to the claim is within the first twelve (12) months of the Effective Date of the Contract, the value will be equal to the spend to-date prorated on an annualized basis.

The limitations on liability set forth in this section will not apply to any liability arising from any combination of the following:

- i. any intentional or willful misconduct, fraud, or recklessness of Supplier or any Supplier Personnel; or
- ii. claims for bodily injury, including death, and damage to real property or tangible property resulting from the negligence of a Supplier or any Supplier Personnel.

27. INSURANCE

In addition to the insurance coverage required by law as referenced in the "Incorporated Contractual Provisions" section of this Contract below, Supplier shall carry:

Errors and omissions insurance coverage in the amount of \$5,000,000 per occurrence; and

Throughout the Contract Term, Supplier shall provide evidence of insurance by issuing a certificate of insurance upon request by VITA.

In regard to the required Commercial General Liability insurance required in the "Incorporated Contractual Provisions", instead of *naming* the Commonwealth of Virginia as an additional insured and endorsing on the policy, Supplier will *include* The Commonwealth of Virginia as an additional insured via a blanket endorsement as required by contract.

28. SECURITY COMPLIANCE

Supplier shall comply with all provisions of the then-current Commonwealth security policies, standards, and guidelines published by VITA and which may be found at: <https://www.vita.virginia.gov/policy--governance/policies-standards--guidelines/>, or any successor URL(s), as are pertinent to Supplier's operation. Further, Supplier shall comply with all applicable provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and that have been provided to Supplier by the Authorized User. Supplier shall also comply with all applicable federal, state, and local laws and regulations, including those pertaining to information security and privacy.

Any unauthorized release of any Confidential Information, or Commonwealth proprietary or personal information, by the Supplier or Supplier Personnel due to failure to comply with all provisions of the then-current Commonwealth security policies, standards or guidelines published by VITA pertinent to Supplier or applicable law, constitutes a breach of Supplier's obligations under the Contract. Supplier shall notify VITA and any affected Authorized User within 48 hours of discovery of, or when Supplier should have discovered, any breach of "unencrypted" and "unredacted" personal information, as those terms are defined in Code § 18.2-186.6, and other confidential or personal identifying information provided to the Supplier by VITA or an Authorized User. To the extent permitted by law, Supplier shall provide VITA and any affected Authorized User the opportunity to participate in the investigation of the breach and to exercise control over reporting the unauthorized disclosure.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, their officers, directors, employees and agents harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant to the protection of Confidential Information, or Commonwealth proprietary or personal information this section.

29. IMPORT/EXPORT

Supplier shall comply with all data export laws and regulations. In addition, VITA policy requires that any data deemed “restricted” or “sensitive” by either federal or state authorities, may only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the continental United States.

30. THIRD PARTY TERMS AND CONDITIONS

In the event that Supplier’s provision of any performance obligations under the Contract, or any order or SOW issued under the Contract, include third-party terms and conditions, the Commonwealth security policies standards and guidelines referenced in this Contract above – i.e., SEC530 - will take precedence over any third-party terms and conditions. For the purposes of statutory law as referenced and incorporated in this Contract, if there is any conflict with any third-party terms, such statutory law will govern.

31. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than 15 business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order or SOW, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order or SOW. If this Contract has not been otherwise terminated and bankruptcy proceedings are commenced with respect to Supplier, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of its performance of Supplier’s contractual obligations or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any suspension of further performance by VITA or Authorized User pending Supplier’s assumption or rejection will not be a breach of this Contract and will not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

32. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

Supplier has no authority to contract for, bind or commit to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances will Supplier, or any Supplier Personnel, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor Authorized User will have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or any Supplier Personnel. Supplier represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes, and agrees that neither VITA nor any Authorized User is responsible to collect or withhold for Supplier any federal, state, or local employment taxes, including, but not limited to, income tax withholding and social security contributions. Supplier shall pay or withhold any and all taxes, interest or penalties (including, but not limited to, any federal, state, or local withholding or employment taxes, and any penalties related to health care or employee benefits laws) that are imposed, assessed, or levied as a result of this Contract or Services performed pursuant to this Contract. Supplier shall reimburse VITA or any Authorized User in the event that any taxes, interest or penalties are assessed against and paid by VITA or any Authorized User as a result of this Contract.

B. Licensing Within the Commonwealth

Any and all licenses granted or provided pursuant to this Contract, whether to Work Product, System Firmware, will be held by:

- i. the Commonwealth, if the Authorized User is an agency as defined by Code § 2.2-2006 or a legislative, judicial and independent agency of the Commonwealth, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code;
- ii. the applicable public body, if the Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity; or
- iii. the applicable private institution of higher education, if the Authorized User is a private institution of higher education listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

C. Incorporated Contractual Provisions

In addition to the terms, conditions, and obligations of this Contract, Supplier agrees to the VITA “Mandatory Contract Terms” which consist of the VITA:

- “Core Contractual Terms”; and
- “Mandatory Internal Revenue Service (IRS) Publication 1075 (required for FTI data only)”

These Mandatory Contract Terms are set forth at the following URL and incorporated into this Contract by reference: <https://www.vita.virginia.gov/procurement/contracts/mandatory-contract-terms/>.

Supplier agrees that non-compliance with the above-referenced Mandatory Contract Terms including Exhibit 7, “Safeguarding Contract Language” of IRS Publication 1075 which is attached to this Contract as Exhibit K and is incorporated by reference—may be deemed, solely by VITA, as a material breach of the applicable Order or SOW or of the Contract. Supplier is responsible for verifying the correct and current version of this IRS publication and related safeguarding terms language and acknowledges that any Authorized User issuing the Order or SOW will be held harmless.

The terms and conditions set forth in documents posted at the URL above, and any successor URL(s), are subject to change pursuant to action by the legislature of the Commonwealth, change in VITA policy, or change to IRS Publication 1075. If a change is made to any of the Mandatory Contract Terms documents, a new effective date will be noted in the applicable document title. Supplier is advised to check the URLs, or their successors, periodically.

D. Compliance with the Federal Lobbying Act

Supplier’s signed certification of compliance with 31 U.S.C. § 1352 (entitled “Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions”) or by the regulations issued from time to time thereunder is incorporated as Exhibit G to this Contract.

E. Ethics in Public Contracting

By signing this Contract, Supplier warrants that its assent to this Contract is made without collusion or fraud, and that Supplier has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their proposal or the terms of this Contract. Further, Supplier warrants that it has not conferred any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, on any public employee having official responsibility for this procurement transaction, unless consideration of substantially equal or greater value was exchanged. In addition, Supplier warrants that it will notify VITA if it becomes aware of a potential conflict of interest in the future.

F. Governing Law

This Contract is governed by and will be construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation relating to this Contract must be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract.

The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. The Uniform Computer Information Transactions Act applies to this Contract only to the extent required by Code § 59.1-501.15.

G. Dispute Resolution

In accordance with Code § 2.2-4363, contractual claims, whether for money or other relief, must be submitted in writing to the public body from whom the relief is sought no later than 60 calendar days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims will not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within 30 calendar days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under the Code nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within 30 calendar days. The decision of the relevant public body will be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Code § 2.2-4364 or the administrative procedure authorized by Code § 2.2-4365.

In the event of any breach by a Commonwealth agency, Supplier's remedies will be limited to claims for damages and interest allowable under the Code and, if available and warranted, equitable relief. All such claims are to be processed pursuant to this Section. In no event will Supplier's remedies include the right to terminate any license or support services hereunder.

H. Assignment

This Contract is binding upon and will inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations under this Contract, to any entity without the prior written consent of VITA, and any attempted assignment or subcontracting without consent will be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment will be 30 calendar days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification will not be covered by this assignment.

I. Severability

Invalidity of any term of this Contract, in whole or in part, will not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

J. Survival

Any provisions of this Contract regarding Software License, General Warranty, Product Warranty, Confidentiality, Security Compliance, Liability, Indemnification, and the General Provisions will survive the expiration or termination of this Contract.

K. Force Majeure

No Party will be responsible for the delay or failure to meet its obligations under this Contract if the delay or failure arises from causes beyond the reasonable control and without the fault or negligence of the obligated Party. If any performance date under this Contract is postponed or extended pursuant to this Section for longer than 30 calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order or SOW affected by such postponement or delay.

L. No Waiver

Any failure to enforce any terms of this Contract will not constitute a waiver.

M. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

N. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Contract, or any SOWs or orders issued there under. VITA's right to audit is limited as follows:

- i. three (3) years from end date of the Contract.
- ii. at VITA's expense.
- iii. no more than once every twelve (12) months.
- iv. performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- v. access to Supplier cost information is excluded.

In no event will Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

O. Taxes

The Commonwealth is exempt from Federal excise and all State and Local taxes, and any such taxes may not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained from Authorized Users upon request. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

P. Currency

All prices, costs, or fees in this Contract and all exhibits, schedules, orders, or SOWs will be in United States dollars.

Q. Advertising and Use of Proprietary Marks

No Party may use the name of the other Party or refer to the other Party, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of the other Party. In no event may any Party use a proprietary mark of the other Party without receiving the prior written consent of the other Party.

R. Notices

Any notice required or permitted to be given under this Contract must be in writing and will be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed:

- i. To VITA and to Supplier, if Supplier is incorporated or formed pursuant to the laws of the Commonwealth, to the addresses shown on the signature page.
- ii. To Supplier, if Supplier is incorporated or formed outside the Commonwealth, to the address shown on the signature page and to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code, VITA or Supplier may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written, or signed, or both, contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

S. Offers of Employment

During the first twelve (12) months of the Contract, should Supplier hire an employee of any Authorized User who has substantially worked on any project covered by this Contract without prior written consent, the Supplier will be billed for 50% of the employee's annual salary in effect at the time of termination.

T. Contract Administration

Supplier agrees that at all times during the Contract Term an account executive, at Supplier's senior management level, will be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

U. Captions

The captions of sections and subsections of this Contract are for convenience and in no way define, limit, or enlarge the scope of this Contract or any of its sections.

V. Entire Contract

The following exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A – Requirements

Exhibit B – Pricing

Exhibit C – Statement of Work (SOW) Template

Exhibit D – Change Order Template

Exhibit E – Approved Certified Partners

Exhibit F – N/A

Exhibit G – Certification Regarding Lobbying

Exhibit H – Small Business (SWaM) Subcontracting Plan

Exhibit I – Service Level Agreements for Contract Management

Exhibit J - Panasonic Connect NA Warranty & Services

Exhibit K – Internal Revenue Service Publication 1075 - Exhibit 7 Safeguarding Contract Language

This Contract, its exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter of this Contract. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's proposal are deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual will not apply to this Contract or any order issued pursuant to the Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

An Authorized User and Supplier's Certified Partner(s) may enter into an ordering agreement pursuant to this Contract. To the extent that an ordering agreement, or any order or SOW issued pursuant to this Contract, includes any terms and conditions inconsistent with the terms and conditions of this Contract, the terms and conditions of the order or SOW will be of no force and effect.

W. Order of Precedence

In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit A, Exhibit B, Exhibit I, all other Exhibits listed above, and any individual SOW/Order. In the event of a conflict or inconsistency between the negotiated terms of this Contract and any provision incorporated by reference into the Contract (e.g., a section of a License Agreement), the negotiated terms of this Contract will take precedence. For purposes of this section, a "conflict" exists with respect to a subject that has been comprehensively addressed in the Contract when supplementary terms contained in a provision incorporated by reference would alter the rights and obligations of the Parties set forth in the Contract.

X. Counterparts and Electronic Signatures

This Contract may be executed in multiple counterparts, each of which, when assembled to include an original signature for each of Supplier and VITA, will constitute a complete and fully executed original. All fully executed original counterparts will collectively constitute a single agreement. Signatures transmitted by fax or electronic mail (in portable data format (“**PDF**”)) are also permitted as binding signatures to this Contract.

Y. Opportunity to Review

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

[SIGNATURE PAGE(S) TO FOLLOW]

Signed by the undersigned authorized representatives of VITA and Supplier and effective as of the Effective Date set forth in the preamble of this Contract above.

Supplier Panasonic Connect North America
Division of Panasonic Corp N.A.

VITA, on behalf of the
COMMONWEALTH OF VIRGINIA

Richard Elliott

Robert Osmond

By: _____
(Signature)

By: _____
(Signature)

Name: Richard Elliott _____
(Print)

Name: Robert Osmond _____
(Print)

Title: President _____

Title: Chief Information Officer (CIO) of the
Commonwealth of Virginia

10/24/2025 1:00:26 PM
Date: _____

10/27/2025 4:30:36 PM
Date: _____

Address for Notice:

Address for Notice:
7325 Beaufont Springs Dr _____
Richmond VA 23225 _____

Attention: Supplier Contact

Attention: Contract Administrator