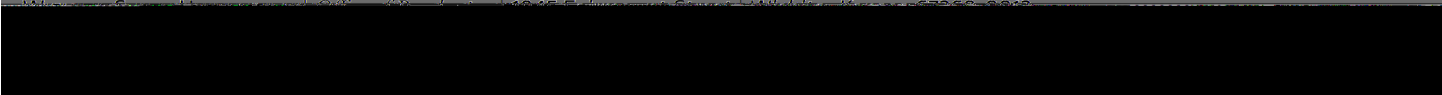




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Getting Started: Complete the Letter of Participation at [ZZZ HDQGL RmispjORS U](#)





Master Agreement EI00049~2021MA
SKC Communications Products, LLC

Attachment A-1
Updated June 1, 2021





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SKC Communications Products, LLC

Attachment A-1
Updated June 1, 2021

| Manufacturer / Product Category | Discount Rate | |
|--|---------------|--------------|
| Non-Listed AV Equipment | | |
| All Items | Cost Plus | 16% |
| SKC Professional Services | | |
| A/V Design | Per Hour | \$80 |
| Programming, Crestron/AMX | Per Hour | \$95 |
| Installation, AV & Video | Per Hour | \$80 |
| Union/Subcontractor/Prevailing Wage Installation | Per Hour | \$130 |
| Conferencing Service, Toll Free | Per Minute | \$0.06 |
| Unified Communication Design, Consulting & Implementation | Per Hour | \$140 |
| Voice Programming for Avaya, Cisco, Microsoft | Per Hour | \$140 |
| Telepresence Design, Install, Support | Per Hour | \$140 |
| Project Management and CAD | Per Hour | \$80 |
| SKC Managed Services Cisco, Tandberg, Polycom | | Custom Quote |
| A/V Support | | Custom Quote |
| Elite Advantage | | Custom Quote |
| Elite | | Custom Quote |
| Phone Support | | Custom Quote |
| VNOC | | Custom Quote |
| Ground Shipping | | |
| All | No Charge | No Charge |
| Freight may apply in the following instances: | | |
| Rush or overnight delivery. | | |
| Oversized items (including DIM weight), which includes orders greater than 100 pounds. | | |
| Custom products which include orders requiring staging, configuration/pre | | |



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Attachment A
Pricing/Discount Schedule

Refer to Attachment A for product and services pricing/discounts.

Relevant Terms

A1. Customer Support

Supplier shall provide a single point of contact plus a backup for each Member. This individual may support multiple Members. Members shall have access to their corresponding customer service representative during normal business hours of every business day (8am to 5pm ET).

A2. Orders – See Attachment B1

A3. Invoices and Payment- See Attachment B1

A4. Order Fulfillment, Distribution and Installation Agreements

Order Accuracy rate shall be maintained at 98% or greater. Order Accuracy rate is defined as “the number of items delivered as ordered divided by the total number of items ordered.”

Order Fill rate shall be maintained at 95% or greater. Order Fill rate is defined as “the number of items on an order filled completely as ordered divided by to the total number of lines on an order.”

Supplier, within twentyfour (24) hours4.2 (re)14.3 (d)-2.1 (.)1ft2412 (3 Tw 0 -1.157 T[(foTd [(J 0 Tc 0224)]TJ(an)7.8 (d)7.2



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A20.



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B11. Responsibility for Damage Claims

The Supplier shall hold harmless E&I and the Member from all suits, actions or claims brought on account of any injuries or damages sustained by any person or property as a consequence of any neglect in safeguarding the work by the Supplier; or from claims or amounts arising or recovered under the "Workman's Compensation Law" or any other laws. Supplier shall be responsible for all damage or injury to property occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on its part or on the part of any of its employees, in the manner or metgl Tw -2.711 -1 (r)1.6 kne1a2n



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B26. Compliance with Specifications– See Attachment B1

B27. Gratuities

E&I may, by written notice to Supplier, can7 (o)-7 (tic)-2.mTpoerticiTpo3.8 (t6.4 (,)91.1 c)-2.8t ifiTpoenrt gitpliit /TT1 1 Tf -92.9 (





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Attachment B-1 Negotiated Terms and Conditions

A2. Orders

All terms and conditions of an individual Member's standard procurement terms for ordering may apply; provided, however, that any such terms and conditions not consistent with the terms of this Agreement are not applicable unless set forth in an MSA. With each ordering occurrence, it is mutually agreed that the Supplier's notice of acceptance shall create an agreement between the parties thereto containing all specifications and terms of sale.



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TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, NEITHER SUPPLIER'S NOR ANY MEMBER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, IN TORT OR BY STATUTE OR OTHERWISE) SHALL EXCEED THE PURCHASE PRICE AND FEES PAID BY MEMBER FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRIOR TO THE CLAIM.



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Attachment C
Data Security Terms

C1 Purpose and Scope of Application

Supplier acknowledges that, in the course of providing products and services under this Agreement, it may gain access to Member's Institutional Information and/or IT Resources (both defined below). The terms contained in this section specify Supplier's cybersecurity and risk management responsibilities when Supplier has access to Institutional Information and/or IT Resources.

Supplier agrees to be bound by the obligations set forth herein if the specifications agreed upon by Member and Supplier require Supplier to gain access to Member's Institutional Information and/or IT Resources in order to provide the products and services. To the extent applicable, Supplier also agrees to impose, by written contract, these same terms and conditions on any third party retained by Supplier to provide or assist in providing the products and services to Member if such party is required to gain access to Member's Institutional Information and/or IT Resources in order to provide the products or services.

If Supplier engages in transactions with Member affiliated individuals (including but not limited to: students, staff, faculty customers, parents, guests, volunteers, visitors, research subjects, etc.), as a benefit and result of the Agreement, Supplier must treat any data about Member affiliated individuals that Supplier creates, receives, and/or collects in the course of those transactions with the same level of privacy and security protections and standards as required of Institutional Information by the terms contained herein.

C2 Defined Terms

- x BREACH: (a) Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (b) Unauthorized or unlawful acquisition of information that knowingly compromises the security, confidentiality, or integrity of Institutional Information and/or IT Resources; or (c) The acquisition, access, use, or disclosure of protected health information (PHI) or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA).
- x ILLICIT CODE: (a) Any code Member would not reasonably expect to be present or operating; (b) Hidden software or functionality with adverse or undesired actions or consequences; (c) Code that replicates or transmits Institutional Information or activates operating systems or other similar services without the express knowledge and approval of Member; (d) Code that alters, damages, or erases any Institutional Information or software without the express knowledge and approval of Member; or (e) Code or apparatus that functions in any way as a: key lock, node lock, time-out, "back door," "trap door," "booby trap," "data drop device," "data scrambling device," or other function, regardless of how it is implemented, which is intended to alter or restrict the use of or access to any Institutional Information and/or IT Resources.
- x INSTITUTIONAL INFORMATION : Any information or data created, received, and/or collected by Member or on its behalf required to be provided to, or managed by Supplier on behalf of Member in order to provide products and services to Member.



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, prevent the storing, harvesting, or passing through of Member credentials (username, password, authentication secret, or another factor); and
, prevent the use or copying of Institutional Information for any purpose not authorized under the Agreement or any associated Statement of Work (SOW).

On at least an annual basis, Supplier will review its information security plan, update and revise it as needed, and submit it to the Member upon request.

If Supplier makes any material modifications to its information security plan that will advance (a)-2.8 (b)-7.1 (c)-6.7 (d)-8 steps
C6



Master Agreement

