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**Cisco Systems, Inc.**

URL [Vendor Website](#)  
 Vendor ID 1770059951100  
 HUB Type Non HUB  
 E-Rate Qualified

DIR Contract Number DIR-TSO-2542  
 Contract Term End Date 5/5/2015  
 Contract Exp Date 5/5/2018

**Cisco Systems, Inc.**

Contact [Mimi Farr](#)  
 Phone (408) 527-2627  
 Fax (703) 842-8684

DIR Contact [Airy Luangaphay](#)  
 Phone (512) 463-3018  
 Fax (512) 475-4759

**How to Order**

1. For product and pricing information, visit the [Cisco Systems, Inc.](#) website or contact [Mimi Farr](#) at (408) 527-2627. Reseller Vendors are also available through this Contract. Select from any Reseller Vendor contact listed below to also obtain product and pricing information.
2. Generate a purchase order, made payable to Cisco Systems, Inc. or any Reseller Vendor listed below. You must reference the DIR Contract Number **DIR-TSO-2542** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor or reseller sales representative.

[Contract Overview](#)

[Get Adobe Reader](#)

Contract: **DIR-TSO-2542**

**Standard Terms and Conditions PDF - 730 KB**

This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

**HUB Subcontracting Plan (HSP) PDF - 633 KB | Updated 08/19/2014**

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

**Pricing PDF - 94 KB | Updated 05/06/2014**

Pricing for available products and/or services under this contract are limited to those identified in the appendix.

**Electronic and Information Resources (EIR) Accessibility**

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, ITAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

[< No thanks, return to search](#)

**Available Brands**

- Cisco
- Cisco Meraki
- Cisco Physical Security
- Cisco Physical Security Solutions
- Cisco Smartnet
- Cisco Systems

**Available Products & Services**

- Access and Access Circuits
- Catalog
- Components
- Data Storage
- Misc IT Hardware, Peripherals, Components and Related Services
- Networks Equipment

**Additional Contract Information**

- [Appendix D, EULA Agreement \(115 KB\)](#)
- [Appendix E, Services Agreement \(296 KB\)](#)
- [Appendix F, Non-Entitlement Destroyed Product \(278 KB\)](#)
- [Appendix F1, Non-Entitlement Scrapped Product \(244 KB\)](#)
- [Appendix F2, Non-Entitlement Stolen Product \(279 KB\)](#)
- [Appendix F3, Non-Genuine Product \(287 KB\)](#)

**Reseller Vendor Contacts**

Vendor Name	Vendor ID	HUB Type	Contact Name	Phone/Fax	Address
Accudata Systems, Inc.	1760025821800	Non HUB	<a href="#">Nafeesa Savant</a>	Phone: (281) 897-6397 Fax: 281-897-5001	7906 N. Sam Houston Pkwy West, Suite 300 Houston, TX 77064
Alexander Open Systems, Inc.	1481119310200	Non HUB	<a href="#">Dave Bolduc</a>	Phone: (972) 763-8900	15851 Dallas Parkway, Suite 1000 Addison, TX 75001
Austin Ribbon & Computer Supplies, Inc.	1742339797900	Woman Owned	<a href="#">Briana Burt</a>	Phone: (512) 452-0651 Fax: 512-452-0691	9211 Waterford Centre Blvd, Suite 202 Austin, TX 78758
				Phone: (866) 339-4117	230 North Milwaukee Avenue



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**+Products and Services**

**Catalog**

Catalog (1)

**Hardware**

Components (1)

Data Storage (1)

Misc IT Hardware, Pe... (1)

**Network**

Access and Access Ci... (1)

Networking Equipment (1)

Networking Products ... (1)

Permanent Virtual Co... (1)

Routers and Related ... (1)

Seat Management - Ne... (1)

Servers (1)

**+Brand**

Cisco (11)

Cisco Meraki (11)

Cisco Physical Secur... (11)

Cisco Physical Secur... (11)

Cisco Smartnet (11)

Cisco Systems (11)

Services (11)

**+Vendor/Reseller**

Accudata Systems, In... (11)

Alexander Open Syste... (11)

Austin Ribbon & Comp... (11)

CDW Government, LLC (11)

Cisco Systems, Inc. (11)

Datavox (11)

Desert Communication... (11)

Dimension Data (11)

Direct Packet, Inc. ... (11)

DISYS Solutions, Inc... (11)

[See More](#)

**+HUB Type**

Non HUB (11)

**Contracts by Product/Service Category**

Product Sub-Type	Contract No.	Vendor Name	HUB Type
Misc IT Hardware, Peripherals, Components and Related Services	<a href="#">DIR-TSO-2542</a>	Cisco Systems, Inc.	Non HUB
Components	<a href="#">DIR-TSO-2542</a>	Cisco Systems, Inc.	Non HUB
Access and Access Circuits	<a href="#">DIR-TSO-2542</a>	Cisco Systems, Inc.	Non HUB
Catalog	<a href="#">DIR-TSO-2542</a>	Cisco Systems, Inc.	Non HUB
Networking Equipment	<a href="#">DIR-TSO-2542</a>	Cisco Systems, Inc.	Non HUB
Routers and Related Equipment	<a href="#">DIR-TSO-2542</a>	Cisco Systems, Inc.	Non HUB
Data Storage	<a href="#">DIR-TSO-2542</a>	Cisco Systems, Inc.	Non HUB
Servers	<a href="#">DIR-TSO-2542</a>	Cisco Systems, Inc.	Non HUB
Networking Products and Services	<a href="#">DIR-TSO-2542</a>	Cisco Systems, Inc.	Non HUB
Seat Management - Network	<a href="#">DIR-TSO-2542</a>	Cisco Systems, Inc.	Non HUB
Permanent Virtual Connections	<a href="#">DIR-TSO-2542</a>	Cisco Systems, Inc.	Non HUB

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[FAQs](#)  
[Site Policies](#)  
[Site Map](#)  
[Job Postings](#)

**Dept. of Information Resources**  
 300 W. 15th St. Ste. 1300  
 Austin, TX 78701 [MAP](#)  
 (512) 475-4700

CDW Government, LLC	1364230110800	Non HUB	<u>Chris Fuchs</u>	Fax: (312) 705-8262	Vernon Hills, IL 60061
Datavox	1760251479000	Non HUB	<u>Neil Ferguson</u>	Phone: (713) 881-7107 Fax: (713) 881-7207	6650 West Sam Houston Parkway South Houston, TX 77072
Desert Communications	1742700166800	Non HUB	<u>Sarah Cancellare</u>	Phone: (915) 584-1287 Fax: (915) 581-7697	7100 Westwind Drive Suite 300 El Paso, TX 79912
Dimension Data	11325543442	Non HUB	<u>Ryan Thomas</u>	Phone: (847) 278-6487	11730 Plaza America Dr., Suite 340 Reston, VA 21090
Direct Packet, Inc. dba OneVision Solutions	1201005886000	Non HUB	<u>Naomi Armentrout</u>	Phone: (972) 714-0540 Fax: (972) 580-8435	909 Lake Carolyn Parkway, Suite 1800 Irving, TX 75039
DISYS Solutions, Inc.	12725861145	Non HUB	<u>Jatinder Vohra</u>	Phone: (888) 286-3896 Fax: (703) 802-0798	4151 Lafayette Center Drive, Suite 600 Chantilly, VA 20151
ePlus Technology, Inc	1541904151000	Non HUB	<u>Chris Wolfe</u>	Phone: (214) 435-6011 Fax: 214-438-5284	810 Hesters Crossing Round Rock, TX 78681
FMS Technologies dba Flexile Systems	12004455437	Non HUB	<u>Betty Wells</u>	Phone: (936) 634-4200 Fax: (936) 634-2539	Po Box 218 Lufkin, TX 75902
Ford Audio-Video Systems, Inc.	1730947837200	Non HUB	<u>Toni Tobin</u>	Phone: (512) 447-1103 Ext. 2718 Fax: (512) 447-0111	2101 E. St. Elmo, Suite 130 Austin, TX 78744
Great South Texas Corporation dba Computer Solutions	1942650013800	Woman Owned	<u>Terri Gober</u>	Phone: (210) 369-0300 Fax: 210-369-0389	814 Arion Parkway, Suite 101 San Antonio, TX 78216
Greater Dallas Office Equipment, Inc dba Intelinet Systems	17522933856	Non HUB	<u>Eric Reinis</u>	Phone: (972) 331-3311 Fax: (972) 669-1222	1110 E Collins Blvd #122 Richardson, TX 75081
Insight Public Sector, Inc.	1363949000500	Non HUB	<u>Michelle Abbamonte</u>	Phone: (800) 467-4448 Fax: (480) 760-6128	444 Scott Drive Bloomington, IL 60108
Lumenate Technologies, LP	1830389858100	Non HUB	<u>Len Noble</u>	Phone: (713) 805-2377 Fax: (281) 945-5819	16633 Dallas Parkway, Suite 450 Addison, TX 75001
Micro Integration & Programming Solutions, Inc.	17314310461	Non HUB	<u>David Patterson</u>	Phone: (713) 785-4596 Fax: (713) 785-2276	10801 Hammerly Suite 246 Houston, TE 77043
Netera Network Integrations, LLC	1208588978500	Non HUB	<u>Kevin Wheat</u>	Phone: (972) 908-6531 Fax: (866) 406-7424	3000 Technology Drive Plano, TX 75074
Netsync Network Solutions dba: US Tech	1320030329800	Hispanic/Female	<u>Tiffany Hutto</u>	Phone: (713) 218-5000 Fax: 713-664-9964	5821 Southwest Freeway, Suite 300 Houston, TX 77057
Nexus IS, Inc.	12005494971	Non HUB	<u>Mary Ellen Warta</u>	Phone: (678) 837-2348 Fax: (512) 532-7333	12710 Research Boulevard, Suite 365 Austin, TX 78759
NWN Corporation	10435322358	Non HUB	<u>Gary Bartkus</u>	Phone: (281) 506-1147 Fax: (281) 983-5599	4802 N. Sam Houston Parkway W., Suite 500 Houston, TX 77086
PCMG, Inc. dba PCM Gov, Inc.	1330964088900	Non HUB	<u>Jishnu Banerjee</u>	Phone: (800) 625-5468 x38334 Fax: 310-630-6434	14120 Newbrook Drive, Suite 100 Chantilly, VA 20151
Pinnacle Business Systems	1731332196401	Non HUB	<u>Amber Lawhun</u>	Phone: (804) 245-9800 Fax: (800) 444-3439	3824 S. Boulevard, Suite 200 Edmond, OK 73013
Porter Burgess Company dba Flair Data Systems	1750995208500	Non HUB	<u>Karen Fairchild</u>	Phone: (214) 445-3508 Fax: (214) 373-4188	2805 North Dallas Parkway, Ste. 240 Plano, TX 75093
SHI Government Solutions, Inc.	1223695478500	Asian/Male	<u>Keith Walker</u>	Phone: 800/870-6079 x5908 Fax: 512-732-0232	1301 South Mopac Expressway Ste. 375 Austin, TX 78746
Sigma Technology Solutions Inc	1900823608500	Non HUB	<u>Bryan Mccandless</u>	Phone: (210) 348-9876 Fax: (210) 348-9124	422 E. Ramsey Rd San Antonio, TX 78216
Softchoice Corporation	1133827773100	Non HUB	<u>Dave Tomke</u>	Phone: (312) 655-9162 Fax: (512) 916-9376	701 Brazos St. Suite 375 Austin, TX 78701
Sology LLC	1262044766900	Black/Female	<u>Mark Damron</u>	Phone: (972) 792-9300 Fax: (972) 792-9301	1701 Analog Drive Richardson, TX 75081
Strategic Products and Services (SPS)	453077538	Non HUB	<u>Todd Mapes</u>	Phone: (972) 349-1251 Fax: (888) 777-7280	6100 West Plano Parkway, Suite 1000 Plano, TX 75093
Synetra Inc	1752021538900	Non HUB	<u>Don Campbell</u>	Phone: (432) 561-7220 Fax: 432-561-7201	8180 Lakeview Center Odesa, TX 79765
			<u>Cassandra</u>	Phone: (254) 741-2462	658 Alliance Parkway

**APPENDIX C TO DIR-TSO-2542**

**PRICING INDEX**

**CISCO SYSTEMS, INC.**

PRODUCT Category	Manufacturer Part Number	MSRP COST	EACH/Per Unit	DIR Customer Discount % from MSRP	DIR Customer Price	EACH/Per Unit
Cisco Hardware						
Cisco Hardware on Cisco Global Price List	See Cisco Web Page for detail	See Cisco Web Page for detail		35.00%	Customer price will be 35.00% less the then-current List Price as published on Cisco's Global Price List	
Cisco Meraki Price List	See Cisco Web Page for detail	See Cisco Web Page for detail		35.00%	Customer price will be 35.00% less the then-current List Price as published on Cisco's Meraki Price List	
Cisco SMARTnet Services						
Cisco is providing its standard warranty term for all new hardware and software purchased under the contract. Customers may purchase Cisco SMARTnet for an increased level of support which provides: 1) Global 24-hour access to experts in the Cisco Technical Assistance Center (TAC), 2) Self-help support through online communities, resources, and tools, 3) Hardware replacement options, including 2-hour, 4-hour and next business day, and 4) Operating System (OS) software updates. Below is pricing for a 1, 3, and 5 year term of service.						
SERVICE Category	Manufacturer Part Number	MSRP COST	EACH/Per Unit	DIR Customer Discount % from MSRP	DIR Customer Price	EACH/Per Unit
Cisco SMARTnet for Government (1 Year Term)	See Cisco Web Page for detail	See Cisco Web Page for detail		10.00%	Customer price will be 10.00% less the then-current List Price as published on Cisco's Global Price List	
Cisco SMARTnet for Government (3 Year Term) *	See Cisco Web Page for detail	See Cisco Web Page for detail		17.00%	Customer price will be 17.00% less the then-current List Price as published on Cisco's Global Price List	
Cisco SMARTnet for Government (5 Year Term) *	See Cisco Web Page for detail	See Cisco Web Page for detail		21.00%	Customer price will be 21.00% less the then-current List Price as published on Cisco's Global Price List	
Cisco SMARTnet for Education (1 Year Term)	See Cisco Web Page for detail	See Cisco Web Page for detail		25.00%	Customer price will be 25.00% less the then-current List Price as published on Cisco's Global Price List	
Cisco SMARTnet for Education (3 Year Term) *	See Cisco Web Page for detail	See Cisco Web Page for detail		28.00%	Customer price will be 28.00% less the then-current List Price as published on Cisco's Global Price List	
Cisco SMARTnet for Education (5 Year Term) *	See Cisco Web Page for detail	See Cisco Web Page for detail		30.00%	Customer price will be 30.00% less the then-current List Price as published on Cisco's Global Price List	
* If a three (3) or five (5) year prepaid term is selected, full payment is made upfront at the beginning of the subscription term. The above discounts do not assume or factor in any applicable finance or interest charges for the prepaid terms. It is the responsibility of the customer to determine the mechanism for funding.						
Cisco Technical and Maintenance Services						
These services provide technical support, flexible hardware coverage, and smart, proactive device diagnostics for hardware.						
SERVICE Category	Manufacturer Part Number	MSRP COST	EACH/Per Unit	DIR Customer Discount % from MSRP	DIR Customer Price	EACH/Per Unit
Cisco Technical and Maintenance Services	Please see Exhibit 3 for a complete listing of Cisco Services IDs	See Cisco Web Page for detail		10.00%	Customer price will be 10.00% less the then-current List Price as published on Cisco's Global Price List	

Cisco Technical and Advanced Services	<p>These services are designed to assist with customers with the following types of projects:</p> <ol style="list-style-type: none"> <li>1) Survey/ Design Services – Includes the discovery, design, architecture review/validation, and readiness assessment.</li> <li>2) Implementation Services – Includes basic installation and configuration or end-to-end integration and deployment.</li> <li>3) Optimization – Includes assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.</li> <li>4) Remote Management Services – Includes continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.</li> <li>5) Technical/Advisory Services – Includes assessing the availability, reliability, security and performance of Customer's existing solutions.</li> <li>6) Data Communications Architectural Design Services – Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.</li> <li>7) Statement of Work (SOW) Services – Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.</li> </ol>	
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SERVICE Category	EACH/Per Unit	DIR Customer Discount % from MSRP	DIR Customer Price	EACH/Per Unit																																																	
					Not To Exceed (NTE) Hourly Rate																																																
Cisco Advanced / Technical Services **	Statement of Work Services	0.00%	Final price is based on a customer and Cisco approved statement of work (SOW). Please see note below for more detailed information																																																		
	<table border="1"> <thead> <tr> <th></th> <th>Year 1</th> <th>Year 2</th> <th>Year 3</th> <th>Year 4</th> </tr> </thead> <tbody> <tr> <td>Network Engineer - 004</td> <td>\$ 260.13</td> <td>\$ 267.93</td> <td>\$ 274.65</td> <td>\$ 281.53</td> </tr> <tr> <td>Network Engineer - 005</td> <td>\$ 279.29</td> <td>\$ 287.67</td> <td>\$ 295.17</td> <td>\$ 302.13</td> </tr> <tr> <td>Network K Engineer - 006</td> <td>\$ 301.46</td> <td>\$ 310.51</td> <td>\$ 320.94</td> <td>\$ 332.17</td> </tr> <tr> <td>Network A Engineer - 007</td> <td>\$ 326.61</td> <td>\$ 336.41</td> <td>\$ 346.97</td> <td>\$ 358.56</td> </tr> <tr> <td>Network Engineer - 008</td> <td>\$ 350.69</td> <td>\$ 361.21</td> <td>\$ 372.65</td> <td>\$ 384.44</td> </tr> <tr> <td>Network Engineer - 009</td> <td>\$ 302.10</td> <td>\$ 290.64</td> <td>\$ 409.29</td> <td>\$ 429.05</td> </tr> <tr> <td>Network Engineer - 010</td> <td>\$ 412.34</td> <td>\$ 429.86</td> <td>\$ 447.06</td> <td>\$ 466.01</td> </tr> <tr> <td>Network Engineer - 011</td> <td>\$ 449.24</td> <td>\$ 462.71</td> <td>\$ 481.22</td> <td>\$ 506.28</td> </tr> <tr> <td>Network Engineer - 012</td> <td>\$ 507.79</td> <td>\$ 529.03</td> <td>\$ 549.95</td> <td>\$ 574.14</td> </tr> </tbody> </table>		Year 1	Year 2	Year 3	Year 4	Network Engineer - 004	\$ 260.13	\$ 267.93	\$ 274.65	\$ 281.53	Network Engineer - 005	\$ 279.29	\$ 287.67	\$ 295.17	\$ 302.13	Network K Engineer - 006	\$ 301.46	\$ 310.51	\$ 320.94	\$ 332.17	Network A Engineer - 007	\$ 326.61	\$ 336.41	\$ 346.97	\$ 358.56	Network Engineer - 008	\$ 350.69	\$ 361.21	\$ 372.65	\$ 384.44	Network Engineer - 009	\$ 302.10	\$ 290.64	\$ 409.29	\$ 429.05	Network Engineer - 010	\$ 412.34	\$ 429.86	\$ 447.06	\$ 466.01	Network Engineer - 011	\$ 449.24	\$ 462.71	\$ 481.22	\$ 506.28	Network Engineer - 012	\$ 507.79	\$ 529.03	\$ 549.95	\$ 574.14		
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\*\* The hourly rates provided are a not to exceed (NTE) rate. Cisco will use the NTE rate to calculate a cost to deliver a statement of work (SOW). Cisco will use the NTE rates, required level of effort, needed to produce the client approved deliverables, and skill set to determine the price of the SOW. For each customized SOW, Cisco will provide a fixed cost for the agreed upon deliverables. Any travel costs that are incurred for the specific SOW will be billed for separately. Individual hours, or blocks of hours may not be purchased separately. Because the SOW is offered at a fixed price, Cisco does not keep time cards.

Partner Services	Subject to Cisco's approval and the certifications held by its partners, partners can also offer services such as: Installation/Re-Installation; Asset Tagging; Staging/Deployment; Image loading; Image Consulting; System and Server Configuration; Rack and Stack Configuration; Maintenance; and Training. Other services may be available			
SERVICE Category	EACH/Per Unit	DIR Customer Discount % from MSRP	DIR Customer Price	EACH/Per Unit
Partner Services ***	Not To Exceed (NTE) Hourly Rate		Not To Exceed (NTE) Hourly Rate	
Enterprise Network Services I	\$	0.00%	\$	285.00
Enterprise Network Services II	\$	0.00%	\$	325.00
Enterprise Network Services III	\$	0.00%	\$	375.00
Technician	\$	0.00%	\$	180.00
Network Engineer	\$	0.00%	\$	225.00
Senior Network Engineer	\$	0.00%	\$	275.00
Project Manager	\$	0.00%	\$	250.00
Program Manager	\$	0.00%	\$	275.00

\*\*\* On behalf of resellers that will be added to the contract as subcontractors, Cisco is providing Not to Exceed (NTE) NTE hourly rates for Partner Services. These rates are valid for the four (4) year term of the contract. Once Cisco adds resellers to the contract, we will solicit resellers for their specific hourly rates, if they wish to provide such services.

To provide Texas DIR customers with access to training and development on Cisco's products and services, we are pleased to offer Cisco Learning Credits for purchase under the contract. Cisco Learning Credits are available for purchase at \$100 per credit on the U.S. Global Price Lists and sold in packages of 10, 100, 500, and 1500 (Table 10). They can be added to any Cisco hardware, software, or solution purchase and redeemed within one (1) year from activation on the Cisco Learning Credits Management Tool (LCMT). Cisco Learning Credits can be redeemed for high-quality, authorized training from a Cisco Learning Partner or their affiliated organizations, or Cisco Advanced Services Education.

Cisco Learning Credits

OPTIONAL ITEMS	Manufacturer Part Number	EACH/Per Unit	DIR Customer Discount % from MSRP	DIR Customer Price	EACH/Per Unit
Cisco Learning Credits (Qty 10)	TRN-CL-C-000	1,000.00	0.00%	\$	1,000.00
Cisco Learning Credits (Qty 100)	TRN-CL-C-001	10,000.00	0.00%	\$	10,000.00
Cisco Learning Credits (Qty 500)	TRN-CL-C-002	50,000.00	0.00%	\$	50,000.00
Cisco Learning Credits (Qty 1,500)	TRN-CL-C-003	150,000.00	0.00%	\$	150,000.00
<b>VOLUME DISCOUNTS</b>					
Not available					

## FAQ – Cisco’s Texas DIR-TSO-2542 Contract

A Cisco “Authorized Reseller Vendor” has received and accepted a Purchase Order (PO) under the Cisco Texas DIR-TSO-2542 contract. How will the partner process that order for the Customer?

- The Authorized Reseller Vendor has 2 options: 1) It can place that Customer order directly through distribution (Disti) or 2) Cisco (if they are able to do so). It is at the Authorized Reseller Vendor’s sole discretion how they choose to place the order for the Customer. The process of submitting Customer orders to Disti(s) or Cisco has not changed.
- **BOTTOM LINE:** Cisco’s Authorized Reseller Vendors as listed on the TX DIR webpage and the Cisco Texas DIR Branded website are not required to do anything different when processing Customer orders under the DIR-TSO-2542 contract through Disti(s) or Cisco.

Does the PO need to reference the Cisco Texas DIR-TSO-2542 contract on an order?

- Yes, every PO must reference the Cisco contract number “DIR-TSO-2542”. It is contractually required. If the Customer does not reference this contract number, please ask the Customer to resubmit the PO with the contract number “DIR-TSO-2542” referenced in such ordering document.

When configuring a quote, does an Authorized Reseller Vendor need to take any additional steps?

- The process has not changed on how you configure a quote in Cisco’s CCW. However, the Authorized Reseller Vendor are required to enter the contract name “Contract for Cisco Branded Products and Related Services” as well as the contract number “DIR-TSO-2542” in the “Notes” section of the ordering tool.

What are the minimum, guaranteed contract discounts for Customers under the Cisco Texas DIR-TSO-2542 contract?

- **Products:** For Cisco products, including software and accessories, the **minimum, guaranteed** discount that an Authorized Reseller Vendor must give to the Texas DIR Customer is 35% off the Global Price List MSRP as posted on the Cisco Texas DIR Branded website. However an Authorized Reseller Vendor, at its sole discretion, may offer additional, incremental discount(s) (i.e., deeper discounts) on a case by case basis to any eligible Texas DIR Customer under the Cisco DIR-TSO-2542 contract. If the partner wishes to do so, it is their sole legal obligation to honor those additional, incremental discount(s). For example, on a quote to a Customer, an Authorized Reseller Vendor decides it wants to offer 38% off the Global Price List MSRP as posted on the Cisco Texas DIR Branded website for products rather than the contract pricing minimum guarantee of 35% off.
- **SMARTnet:** For SMARTnet, the minimum guaranteed discounts are listed below. Note, however, the minimum guaranteed discount differences for government Customers (i.e., State agencies and local governments) versus education Customers (i.e., K-12 and higher education). For Advanced Services and Training (Learning Credits) there are no minimum guaranteed discounts offered.

# FAQ – Cisco’s Texas DIR-TSO-2542 Contract

## Minimum Pricing & Discounts off Cisco US Global Price List to Customers

Scope of Offering	Products	Discount % off MSRP
Cisco Equipment on the Global Pricelist		35.00%
	<b>Related Services</b>	
Government - 1 Year Cisco SMARTnet Contract		10.00%
Government - 3 Year Cisco SMARTnet Contract		17.00%
Government - 5 Year Cisco SMARTnet Contract		21.00%
Education - 1 Year Cisco SMARTnet Contract		25.00%
Education - 3 Year Cisco SMARTnet Contract		28.00%
Education - 5 Year Cisco SMARTnet Contract		30.00%
Training - Cisco Learning Credits		0.00%

## Partner Services Question

Partner Services	NTE Amount/Hour*
Enterprise Network Services I	\$285.00
Enterprise Network Services II	\$325.00
Enterprise Network Services III	\$375.00
Technician	\$180.00
Network Engineer	\$225.00
Senior Network Engineer	\$275.00
Project Manager	\$250.00
Program Manager	\$275.00

## FAQ – Cisco’s Texas DIR-TSO-2542 Contract

Per the subcontracting agreement with Cisco (USPSS), Partner Services are **LIMITED to Basic Installation and Configuration (“BIC”)**. BIC includes the following types of authorized Partner Services:

- Certified and Technical Project Management       Global Implementation Capability
- Staging & Implementation Engineering (Installation)  Configuration Development
- Site Survey       Knowledge Transfer
- High Level Design Review       Acceptance Testing

*The following are general descriptions and guidelines for purposes of cross-mapping against Authorized Resellers Vendors’ existing, equivalent job titles. Authorized Resellers Vendors are NOT required to have to all these job titles/positions available under this contract. However, if you are offering some or all of these Partner Services, the applicable labor rates must NOT exceed the amounts listed above.*

**Enterprise Network Services I (ENS I):** CCIE or equivalent. Generally, expert-level certification that ensures knowledge and experience in solutions integration and interoperation, configuration, and troubleshooting of complex networks. Bachelor’s degree and 5+years of relevant work experience.

**Enterprise Network Services II (ENS II):** CCIE or equivalent. Generally, expert-level certification that ensures knowledge and experience in solutions integration and interoperation, configuration, and troubleshooting of complex networks. B.S. degree and 7+years of relevant work experience.

**Enterprise Network Services (ENS III):** CCIE certification required, senior network infrastructure architect able to produce technical specifications for the network to support business objectives. Understands the business strategy and possesses the ability to translate them into technical infrastructure requirements. B.S. degree required, but advanced degree preferred (Masters, PhD) with 10+ years of relevant work experience.

**Technician:** Cisco Certified Technician or equivalent. Has the necessary skills to diagnose, restore, repair, and replace critical Cisco networking and system devices at customer sites. Able to perform basic installation and configuration work of Cisco equipment (i.e., “rack and stack” work). Minimum of 1 - 3 years of relevant work experience.

**Network Engineer:** A CCDA certified network professional or equivalent. Demonstrates the skills required to design basic campus, data center, security, voice, and wireless networks. Minimum of 1 - 3 years of relevant work experience.

**Senior Network Engineer:** CCNP or equivalent. Must be able to discuss, design, and create advanced addressing and routing, security, data center, and IP multicast multi-layered enterprise architectures, including virtual private networking and wireless domains and can focus on the design components of larger networks. B.S. degree with 5+ years of relevant work experience.

**Project Manager:** 3+ years of project management experience including successful completion of medium to large scale IT initiatives. Strong collaboration and coordination skills with internal team members and customers to meet delivery objectives and deadlines.

**Program Manager:** 5+ years as a technical program leader with a track record of successfully managing multiple complex, cross-disciplined projects. Possess strong skills set in i) developing and maintaining relationships with internal and external stakeholders, including customers, ii) strong communication skills with all levels, including executive management, iii) strategic thinker and problem solver in resolving problems and removing hurdles, and iv) implementing process improvements, metrics, training, change management activities, etc., as applicable.

## FAQ – Cisco’s Texas DIR-TSO-2542 Contract

Is there “special pricing” for the Authorized Reseller Vendors under this Cisco Texas DIR-TSO-2542 contract?

- No, there is no special pricing or blanket provided to Authorized Reseller Vendors on this contract. *However, (1) DSAs are still available, on a deal-by-deal basis, in accordance with Cisco policies and guidelines, (2) all current standard Channels programs (i.e., OIP, SIP, VIP, etc.) and/or (3) special promotions are available for all Authorized Reseller Vendors, subject to the applicable program or promotion rules and guidelines.*
  - For example, if an Authorized Reseller Vendor finds an opportunity and can register an OIP for it, Cisco will review and process the OIP registration just like any other registration. There are no changes in the rules or approval process.

What sales transactions should be reported on a monthly basis and be subject to the administrative fee?

- ALL orders for Cisco Products/Services and partner branded services are required to be reported if they were placed by eligibility customers under Texas DIR-TSO-2542, regardless of discount quoted, including but not limited to the following:

**Products:**

- All sales where the Authorized Reseller Vendor provides a minimum guaranteed discount of 35% off products
- All sales where the Authorized Reseller Vendor provides a deeper/greater discount than the minimum guarantee of 35% off products (ie. 35.5%, 38%, etc.) without DSA or deal registration/promotion
- All sales where the Authorized Reseller Vendor provides a deeper/greater discount than the minimum guarantee of 35% off products (ie. 35.5%, 38%, etc.) with DSA or deal registration/promotion

**SMARTnet:**

- All SMARTnet sales where the Authorized Reseller Vendor provides the minimum guaranteed discount as listed below
- All SMARTnet sales where the Authorized Reseller Vendor provides a deeper/greater discount than the minimum guaranteed discount as listed below without DSA or deal registration/promotion
- All SMARTnet sales where the Authorized Reseller Vendor provides a deeper/greater discount than the minimum guaranteed discount as listed below with DSA or deal registration/promotion

**AS and Training:**

- All sales for Cisco AS and Training Services with or without DSA or deal registration

**Partner Services:**

- All sales for Partner Services.

Is structured cabling allowed under this contract?

- Only cabling services are allowed under Cisco’s Texas DIR-TSO-2542 contract as part of “Partner Services”. Since this is a Cisco-brand contract, 3<sup>rd</sup> party products are not allowed to be sold under this contract. Only products on Cisco’s GPL (as posted at the contract webpage [Cisco Texas DIR Branded website](#)) are in contract scope and approved for resale.

## FAQ – Cisco’s Texas DIR-TSO-2542 Contract

**How is shipping handled under Cisco’s Texas DIR-TSO-2542 contract?**

- Shipping terms under the Texas DIR contract is FOB Destination. This means that the price to the Customer under this contract shall include all shipping and handling fees. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.
- Authorized Reseller Vendors will be responsible for shipping costs in accordance with their agreement with Distri(s) or Cisco (as applicable).

**Scenario 1 – Quote is issued by a Partner that had a direct contract with Texas DIR but the contract recently expired. Customer subsequently issues a PO (based on that original quote) to the Partner who is now an Authorized Reseller Vendor under Cisco’s DIR-TSO-2542 contract. How should the Authorized Reseller Vendor process the PO?**

- **Scenario 1** – Authorized Reseller Vendor should review its respective recently expired direct contract with Texas DIR and look at the “survival provisions” which should outline their obligations with respect to pending orders that originated from their expired direct contract. For example, Authorized Reseller Vendor may be required to complete the fulfillment of such order under the terms and conditions of its recently expired contract. In any event, Authorized Reseller Vendor should contact their former Contract Manager at TX DIR to verify and confirm their residual contract obligations (if any) under their recently expired direct contract.

**Scenario 2 – Quote issued by a Partner that still has an active direct contract with Texas DIR but is now also an Authorized Reseller Vendor on Cisco’s Texas DIR-TSO-2542 contract. Customer subsequently issues a PO to the Authorized Reseller Vendor. How should the Authorized Reseller Vendor process the PO?**

- **Scenario 2** – Authorized Reseller Vendor should continue to process the PO under their respective active direct contract with Texas DIR since it has not expired yet and the PO originated under that contract. In this case, for reporting purposes, the Authorized Reseller Vendor would not be reporting this sale under the Cisco Texas DIR-TSO-2542 contract.

**How does an Authorized Reseller Vendor market their company under Cisco’s Texas DIR-TSO-2542 contract?**

Authorized Reseller Vendor must obtain pre-approval of all marketing materials from both Cisco and Texas DIR. Please follow the process below for all marketing requests:

- Submit your marketing material/request to [Cisco’s Contract Administrator](#) to review.
- If approved by Cisco, Cisco will forward to Texas DIR’s Contract Manager for review and sign-off.
- If approved by Texas DIR, Cisco will notify you accordingly. Authorized Resellers should not submit or contact Texas DIR directly regarding their marketing request.

## FAQ – Cisco’s Texas DIR-TSO-2542 Contract

**Will the Authorized Reseller Vendor be able to execute a separate Master Services Agreement (Appendix E) under Cisco’s DIR-TSO-2542 Contract?**

No, the Master Services Agreement (Appendix E) has already been negotiated between Cisco and the State of TX and incorporated into the executed DIR-TSO-2542 Contract. Therefore, all “Partner Services” will be subject to the terms and conditions of the negotiated Appendix E. In other words, the provisions in Appendix E will flow down and govern all Partner Services (i.e. Basic Installation and Configuration services) that are provided under Cisco’s DIR-TSO-2542 Contract.

**Is lease financing available under Cisco’s DIR-TSO-2542 Contract?**

At this juncture, lease financing is not available under Cisco’s DIR-TSO-2542 Contract. However, there *is* language in Appendix A, Section 1 of the contract that states the following: “DIR and Vendor may agree to provisions that allow Vendor and/or Order Filler to lease the products offered under the Contract.” Therefore, Cisco will be reaching out to the State to discuss and negotiate leasing terms so that lease financing can be available under Cisco’s DIR-TSO-2542 Contract. Cisco will notify all Authorized Reseller Vendors when the negotiations with the State have completed and lease financing provisions are officially incorporated into Cisco’s DIR-TSO-2542 Contract.

**Does Other Products Clause (“OPC”) apply under Cisco’s DIR-TSO-2542 Contract?**

Yes, OPC is a contractual provision that applies to every channel partner’s resale of Cisco Services. OPC recognizes the incumbent partner’s investment in the end customer account, and it will not be waived for any partner under Cisco’s DIR-TSO-2542 Contract. A clause on OPC is in every Systems Integrator Agreement (which covers DVARS or 1-tier partners and SP channels) and is also in the program terms of Cisco’s Services Partner Program (which covers all tiers of partners, including DVARS, distribution, indirect channel partners or 2-tier partners, and SP channels). On that basis, OPC is therefore, incorporated by reference into each Authorized Reseller Vendor’s subcontracting agreement with Cisco with respect to Cisco’s DIR-TSO-2542 Contract.

Subject to Insight Terms and Conditions online at: [www.insight.com/policies](http://www.insight.com/policies)

### Levels of Service

Cisco hardware can be covered from 8x5xNBD to 24x7x2 with either parts only or onsite service. Software can be supported with minor release upgrades to major release upgrades

**SNT - SMARTnet Standard (8x5xNBD)** - Next-business-day delivery of advance replacement parts, provided the request is received prior to 3pm depot time.

**SNT-E - SMARTnet (8x5x4)** - Four business-hour response time for advanced replacement parts from 9 am to 5 pm depot time; Monday through Friday, excluding Cisco observed holidays.

**SNT-P - SMARTnet (24x7x4)** - Four-hour response time for advance replacement parts 24 hours a day, 7 days a week, including Cisco observed holidays.

**S2P - SMARTnet (24x7x2)** - Two-hour response time for advance replacement parts 24 hours a day, 7 days a week, including Cisco observed holidays.

**CS or OS - SMARTnet Onsite 8x5xNBD** - Next-business-day onsite service with parts (Monday through Friday, excluding Cisco-observed holidays) for onsite hardware maintenance. May not be available for all areas provided the call was placed with Cisco before 3pm depot time.

**C4S or OSE - SMARTnet Onsite 8x5x4** - Four business-hour response for Remedial Hardware Maintenance service between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, together with parts, labor and materials, provided Cisco's determination that on-site service is required has been made before 1:00 p.m. Depot Time maintenance.

**C2P or PREM - SMARTnet Onsite 24x7x2** - Two-hour onsite service and parts, 24 hours a day, 365 days a year, includes Cisco and locally observed holidays for onsite hardware maintenance. May not be available for all areas.

**SU1 - SMARTnet Standard for Intrusion Prevention Systems (8x5xNBD)** - An Advanced replacement will ship the same day to arrive the next Business Day provided and Cisco's determination of the failed Hardware has been made before 3:00 p.m.; Depot Time. For requests after 3:00 p.m., Depot Time, the Advance Replacement will ship the next Business Day. Day provided Cisco's determination of the failed Hardware has been made before 1:00 p.m.; Depot Time. If Customer makes a request after 1:00 p.m. Depot Time, Cisco will deliver the Advance Replacement the morning of the next Business Day.

**SI3 - SMARTnet for Intrusion Prevention Systems (24x7x4)** - Four-hour response time for advance replacement parts 24 hours a day, 7 days a week, including Cisco observed holidays. May not be available for all areas.

**SU4 - SMARTnet for Intrusion Prevention Systems (24x7x2)** - Two-hour response time for advance replacement parts 24 hours a day, 7 days a week, including Cisco observed holidays. 5:00 p.m. Depot Time provided Cisco's determination that on-site Service is required has been made before 3:00 p.m. Depot Time the prior day (otherwise, second Business Day will be provided for calls placed after 3:00 p.m. Depot Time)

**SUO2 - SMARTnet for Intrusion Prevention Systems (8x5x4)** - Four business-hour response for Remedial Hardware Maintenance service between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, together with parts, labor and materials, provided Cisco's determination that on-site service is required has been made before 1:00 p.m. Depot Time.

**SI/O3 - SMARTnet for Intrusion Prevention Systems (24x7x4)** - Four business-hour response time for Remedial Hardware Maintenance service twenty-four (24) hours per day, seven (7) days per week including Cisco-observed holidays.

**SUO4 - SMARTnet for Intrusion Prevention Systems (24x7x2)** - Two-hour response time for Remedial Hardware Maintenance service twenty-four (24) hours per day, seven per week including Cisco-observed holidays.

**SAS or ESW** - Software support and minor releases upgrades (example: 2.3 to 2.5)

### SMARTnet Includes:

**SAL or UCSS** - Software support and major release upgrades. (example: 2.3 to 3.0)

Unified Communication items need to be covered by ESW support. If the client needs the major upgrades, they will need to buy ESW and UCSS support at the same time.

Terms and Conditions

Insight's Terms of Sale

[Insight's Return Policy](#)

THESE TERMS AND CONDITIONS ("AGREEMENT") APPLY TO YOUR ORDER AND PURCHASE OF HARDWARE, SOFTWARE, THIRD-PARTY BRANDED SERVICES AND SUPPORT, AND INSIGHT SKUABLE SERVICES (COLLECTIVELY "PRODUCT") SOLD BY INSIGHT. You accept the terms and conditions of this Agreement, unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight may, from time to time and at its sole option, revise this Agreement without notice by posting the revised agreement on its web site. The Agreement posted on Insight's web site at the time Insight accepts your order will govern that purchase.

**Accuracy of Data/Corrections:** Insight obtains certain data directly from the manufacturer, publisher or supplier of Products and is not responsible for pricing, typographical or other errors in any such data. In addition, availability of third party Product is subject to change without notice. Insight reserves the right to cancel orders related to such errors or Product discontinuation or unavailability, and to correct this web site at any time, including pricing errors not detected until after Insight's confirmation or e-mail response.

**Prices/Payment Terms:** Prices are subject to change at any time prior to Insight's acceptance of your order. Payment terms are at Insight's sole discretion and all orders are subject to Insight's credit approval. You must provide appropriate credit references upon request and authorize us to obtain credit history from such references. You agree to pay the total purchase price for the Products, plus tax and shipping (to the extent shipping is not prepaid by you, including shipping charges specified on the invoice, measured from the date of invoice. You agree to pay interest on all past-due amounts at the lower of one and one-half percent (1.5%) per month or the maximum rate allowed by law. You will be responsible for Insight's costs of collection for any payment default, including, but not limited to, court costs, filing fees and attorney's fees. In addition, if payments are not received as described above, Insight reserves the right to suspend further deliveries until payment is received. Credits will automatically expire.

**Credits:** You must expend or apply any credits issued to you by Insight for any reason within two years from the date the credit is issued. If not used within such period, credits will automatically expire.

**Taxes:** Federal, state and local sales, use and excise taxes and all similar taxes and duties (excluding taxes based on Insight's income, assets or net worth) are solely your responsibility. You may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.

**Delivery/Title/Risk of Loss:** Insight will use commercially reasonable efforts to meet requested delivery times, but does not guarantee delivery by a stated time and is not responsible for any damages due to delays or the failure to meet a stated delivery schedule. Insight reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle you to cancel other installments. Except for sales shipped in or to California, Product will be delivered to you FOB Origin (Insight's facility or the facility of any of Insight's suppliers who drop ship direct), freight prepaid and added. Title and risk of loss shall pass to you when Product is delivered to the transportation carrier. Insight is not responsible for insuring shipments, nor for any loss or damages to Product during shipment and recommends you obtain insurance for shipments. Product shipped in or to California will be delivered to you FOB Destination, freight prepaid and added. Title and risk of loss for such shipments shall pass upon delivery at the requested delivery destination. Notwithstanding anything in this paragraph, title to software Product remains with the applicable manufacturer/publisher/supplier. Your rights and obligations related to the software are contained in the license agreement between you and the licensor(s). You grant a security interest in all Products purchased under this Agreement to secure payment in full. Additionally, you authorize Insight to execute and file a financing statement or other documents that are necessary to perfect Insight's security interest. Insight's security interest shall terminate when Insight has received all amounts due for the Product (s).

**Limited Warranty:** PRODUCTS MANUFACTURED, PUBLISHED OR PROVIDED BY THIRD PARTIES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY BY INSIGHT OF ANY KIND, EITHER EXPRESS OR IMPLIED. Insight shall pass through to you, to the extent available, any manufacturer/publisher/supplier's written warranties associated with third party Products purchased from Insight. Although third party services and support are considered "Product" and you may purchase such services through Insight, Insight is not obligated to provide the services or support. Insight accepts no liability for any claims arising out of any act or omission, including negligence, by your third-party service provider, and any amounts associated with third party services, including but not limited to taxes, will be collected solely at our capacity as an independent reseller of such Product.

**PRODUCT CODES BEGINNING WITH "IVC" (INSIGHT VALUE CENTER) ARE SOLD "AS IS":** IVC Products have been previously opened and/or the box has been damaged. IVC Products are not offered or sold as "new". The manufacturer's or publisher's warranty, if any, will apply and provide the sole coverage for such IVC Products. You must look to the manufacturer, publisher or supplier of third party Products for recovery on any claim of liability and will hold Insight harmless from any claim of negligence or breach of warranty.

**PRODUCTS PRODUCED SOLELY BY INSIGHT (INSIGHT PRODUCT) ARE PROVIDED WITH ONLY THOSE WARRANTIES EXPRESSLY SET FORTH IN THE INSIGHT PRODUCT SPECIFICATION.** Your sole remedy and Company's sole obligation for breach of this warranty will be reasonable efforts to correct any non-conformance or, if this cannot be accomplished, then Company will issue you a credit for, or a refund of, the purchase price and original freight paid for the Insight Product.

**Disclaimer of Warranty:** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND YOUR SOLE AND EXCLUSIVE REMEDY. INSIGHT DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. No agent or employee of Insight or any other party is authorized to make any warranty in addition to those made in this Agreement.

**Limitations on Use:** You agree and represent that you are buying Product for your own internal use and not for resale. If Product purchased under this Agreement is intended for export, it may be subject to export regulations. You accept full responsibility for and agree to comply fully with all export regulations, including obtaining export licenses. The export of Product may also alter or void the manufacturer's or publisher's warranty. PRODUCTS OFFERED BY INSIGHT ARE NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR SYSTEMS OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PRODUCTS COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. USE IN ANY SUCH APPLICATIONS IS AT YOUR SOLE RISK.

**Limitation of Liability:** INSIGHT WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF INCOME, PROFITS, DATA, OPERATIONAL EFFICIENCY, USE OR INFORMATION, ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any liability for direct damages arising under this Agreement, regardless of the form of action or theory of relief, is limited to the purchase price of the Product. No action arising out of the transactions under this Agreement may be brought by you more than one (1) year after the damage, loss or expense occurred. Insight is not liable for any claim made by a third party or made by you to a third party.

**Termination:** You may cancel any order for Product at no charge up to five (5) business days prior to scheduled shipment upon written notice to Insight, unless such Product has been modified or otherwise reconfigured in accordance with your specifications. Cancellation shall not relieve your duty to pay for Products shipped services performed or expenses incurred by Insight prior to such notice. If an order is canceled prior to shipment, your sole remedy and Insight's sole obligation will be a full refund of the purchase price paid for the Product. Cancellation of orders following shipment must be made in accordance with the return policies of the manufacturer, publisher or supplier of the Product.

**Governing Law and Venue:** This Agreement will be governed by the substantive laws of the state of Arizona without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. You are responsible for compliance with local laws, if and to the extent local laws are applicable. Both parties to this Agreement specifically agree to submit to the exclusive jurisdiction of and venue in the courts in Maricopa County, Arizona in any dispute arising out of or relating to this Agreement.

**Assignment:** Insight may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products and/or assign the right to receive payments without your consent. You may not assign this Agreement or any of its rights or obligations without the prior written consent of Insight. Subject to the

restrictions in assignment) contained in this provision. This Agreement will be binding on and inure to the benefit of the parties hereto and their successors and assigns. **Force Majeure:** Insight will not be liable for failure to fulfill its obligations under this Agreement or for delays in delivery or performance due to causes beyond its reasonable control. Insight's time for performance of any such obligation will be extended for the time period of such delay, or Insight may, at its option, cancel any order or remaining part thereof without liability, upon notice to you.

**Miscellaneous:** No provision of this Agreement may be waived, amended or modified by either party except by a written agreement signed by both you and Insight. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. The relationship between Insight and you is that of independent contractors and not that of employer-employee, partnership or joint venture. If any part of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other parts will still remain in effect. Notices to be provided under this Agreement must be in writing and will be deemed received upon the earlier of 1) actual receipt, 2) three (3) days after mailing, if mailed postage prepaid by regular mail or 3) one (1) day after such notice is sent by courier or facsimile transmission. The terms and conditions applicable to all returns are set forth in Insight's Return Policy. Terms in effect at the time of Product purchase shall apply to any requested returns.

**Entire Agreement:** This Agreement constitutes the entire agreement between us regarding this purchase of Products from Insight and supersedes and replaces any previous communications, representations or agreements. Any additional or different terms or conditions contained in any purchase order or other documents provided by you are considered material alterations to this Agreement, expressly rejected and will not be binding upon Insight.

\*This provision does not apply to public sector customers.

\*\* Product shipped to public sector customers will be delivered to you FOB Destination, freight prepaid and billed.

Revised October, 2009

**Insight Return Policy**

**A. Policy:** Unless you have a separate written agreement with Insight, the return of hardware and software purchased from Insight (collectively, "Products") is subject to specific manufacturer, publisher or distributor restrictions. Such suppliers may provide limited or no returns of Products. If the supplier accepts returns, you may return Product and Insight will assist in its replacement or grant you a credit against future purchases in an amount equal to the original purchase price and freight paid for the Product less any applicable restocking fees. You are responsible for shipping charges and risk of loss on all return shipments. Returns are also subject to the rights of return processes below. If you fail to return Product within the applicable return policy period or if the Product does not meet the rights of return and processes under this Return Policy, the Product is considered accepted by you and not returnable.

**B. Rights of Return:**

**Permitted Product Returns:**

**Hardware:** If permitted by the manufacturer's return policy, hardware, accessories, peripherals and parts may be returned if: 1) the packaging is unopened and still in the manufacturer's sealed package; and 2) returned within 30 days from the date of shipment.

**Software:** Software may be returned if permitted by the publisher's return policy. If the publisher does not allow the return of software, you may not return the software to Insight.

**Damaged Products:** Packages that are obviously damaged should be refused at the time of original delivery attempt. If damaged Products are accepted from the carrier, contact Insight's Client Services within 7 days after receipt of shipment to arrange for a carrier inspection and a pickup of the damaged Products. All damages should be noted on the carrier delivery record prior to the driver leaving your premises. Please save the Product and all original box and packaging. Timely receipt of this information is necessary to file a damage claim with the freight carrier and avoid delays in returns and replacements.

**Order Discrepancies:** All order discrepancies (shortages, mislabeled product or overages) must be reported to Insight's Client Services Department within 5 days of receipt of shipment.

**Defective/Dead on Arrival (DOA):** Report DOAs to Insight's Client Services within 10 days of receipt of shipment. Some manufacturers and publishers require DOAs to be handled directly through them. In such cases, Insight's Client Services will provide the manufacturer's contact information.

**Non Returnable Product (not all inclusive):** The following Products cannot be returned to Insight:

- Discontinued items
- Special order items
- Items for which manufacturers will not accept returns
- Custom configurations of systems
- Open units, and/or units which require re-packaging
- Units in an unsalable resale condition
- Closeout, remanufactured and refurbished Products

**C. Process:** All returns must have an Insight return material authorization (RMA) number. If the return meets Insight's return guidelines, you may obtain a RMA number by contacting:

Insight's Client Services at 1-800-827-6100. Insight Client Services business hours are 8:00 a.m. to 5:00 p.m. Mountain Standard time (Arizona), or by email: [insightclientservices@insight.com](mailto:insightclientservices@insight.com).

In order to expedite a return, please have the following information on hand when requesting an RMA number: Client Account Number, Invoice Number, Serial Number (if applicable), and the nature of the issue and whether the manufacturer's seal has been broken.

Once the RMA number is issued, please note:

RMA numbers issued by Insight are good for 15 business days only. Product authorized for return must be received within such time period at the facility identified on your RMA instructions.

RMA numbers cannot be extended or re-issued.

Clearly mark each address label of each package being returned with the RMA number. DO NOT WRITE ON THE VENDOR'S BOX.

Insight strongly recommends using a reputable shipping carrier capable of providing proof of delivery, as well as properly packing and fully insuring return shipments.

All returns MUST be 100% complete and contain:

- ALL original boxes and packing material
- Have original UPC codes on the manufacturer's or publisher's boxes, and
- Contain all blank warranty cards, accessories and documentation provided by the manufacturer or publisher.

Incomplete returns may be returned to sender or subject to a minimum 25% restocking fee at Insight's sole discretion.

**[RMA Request Form]**

Revised October, 2009

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