PROJECT NUMBER 41474
MASTER CABLING AGREEMENT
BETWEEN
CDE INTEGRATED SYSTEMS, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This Master Cabling Agreement (hereinafter referred to as "Master Agreement") is entered into by and between CDE Integrated Systems, Inc., a Mississippi corporation having its principal place of business at 6 Twelve Oak Circle, Jackson, Mississippi 39209 (hereinafter referred to as "Contractor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

WHEREAS, the State, pursuant to Request for Proposals ("RFP") Number 3766, requested proposals for the acquisition of a Master Cabling Agreement containing the terms and conditions which will govern any orders placed by the Customer with the Contractor during the term of this Master Agreement for inside and/or outside communications cabling projects;

WHEREAS, the Contractor was a successful respondent in an open, fair and competitive procurement process; and

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 TERM OF AGREEMENT

Unless terminated as prescribed elsewhere herein, this Master Agreement will become effective on the date it is signed by all parties (the "Effective Date") and will continue in for three (3) years, or until all warranties provided by Contractor to Customer have expired, whichever occurs last ("Initial Term"). At the end of the Initial Term, the Master Agreement may, upon the written agreement of the parties, be renewed for additional terms, the length of which will be agreed upon by the parties. Sixty (60) days prior to the expiration of the Initial Term or any renewal term of this Master Agreement, Contractor shall notify ITS in writing of the impending expiration and thereafter ITS shall notify Contractor of its intent to either renew or cancel the Master Agreement.

ARTICLE 2 MODIFICATION OR RENEGOTIATION

This Master Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Master Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Master Agreement necessary.

ARTICLE 3 INCLUDED PARTIES

Contractor will accept orders from and furnish the cabling equipment and services under this

Master Agreement to any governmental agency, institution, or governing authority within Mississippi, at prices not to exceed those specified in Contractor's proposal in response to RFP No. 3766.

ARTICLE 4 ADDITIONAL TERMS AND CONDITIONS

All provisions in this Master Agreement are in addition to the requirements of RFP No. 3766, the underlying Letter of Configuration ("LOC"), if any, and Contractor's Proposals in response thereto, which are all incorporated into and made a part of this Master Agreement.

ARTICLE 5 ORDERS

5.1 The State does not guarantee that it will procure any cabling products or services under this Master Agreement.

5.2 When a Customer decides to procure any cabling products and/or services from Contractor, the Customer shall execute a supplement/purchase order to be signed by Contractor and ITS for Customers using the General Request for Proposal Process and a supplement/purchase order to be signed by Contractor and an authorized representative of the Customer for Customers using the Express Products List ("EPL") Process. The supplement/purchase order shall set forth the cabling equipment/products and services to be procured; the prices for same; any warranty period, the specific details of the transaction, and any additional terms and conditions agreed to by the parties. All supplements/purchase orders shall be governed by, and incorporate by reference, the terms and conditions of this Master Agreement. Excluding better pricing and/or discounts which may be specified in a supplement/purchase order, in the event of a conflict between the other terms and conditions in the supplement/purchase order and this Master Agreement, the terms and conditions of this Master Agreement shall prevail. The parties agree that the Customer has the right to adjust the quantities of purchases based upon the availability of funding or as determined necessary by the Customer.

5.3 Contractor guarantees pricing for the equipment and services for the life of this Master Agreement. In the event there is a national price decrease of the equipment proposed during that time, Contractor agrees to extend the new, lower pricing to Customer.

5.4 This Master Agreement is not a "state contract" and should not be construed by any party to operate in any manner except as an awarded contract for Customers using the General Request for Proposal Process or the EPL Process as defined under RFP No. 3766. This Master Agreement may not be referenced by Contractor as a vehicle to market products or issue quotations in lieu of the procurement process. Further, nothing in this Master Agreement should be taken to infer or to express that this Master Agreement may be substituted or used in lieu of a formal procurement process.

ARTICLE 6 METHOD OF PAYMENT

6.1 Once the cabling system has been successfully installed by the Contractor and accepted by Customer as prescribed in Article 7 herein, Contractor shall submit an invoice for the cost and shall certify that the billing is true and correct. Contractor shall submit invoices and supporting documentation to Customer electronically during the term of this Master Agreement using the processes and procedures identified by the State. Customer agrees to pay Contractor in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which

generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration ("MAGIC") shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that Customer is exempt from the payment of taxes. No payment, including final payment, shall be construed as acceptance of defective equipment or incomplete work and Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in Article 36 herein.

6.2 Acceptance by the Contractor of the last payment from the Customer under a supplement/purchase order shall operate as a release of all claims against the State by the Contractor and any subcontractors or other persons supplying labor or materials used in the performance of any work under a supplement/purchase order.

ARTICLE 7 DELIVERY, RISK OF LOSS, INSTALLATION, AND ACCEPTANCE

7.1 Contractor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule set forth by Customer.

7.2 Contractor shall assume and shall bear the entire risk of loss and damage to the equipment from any cause whatsoever while in transit and at all times throughout its possession thereof.

7.3 Contractor shall complete installation of the cabling equipment pursuant to the requirements of the LOC, if any, referred to in the supplement/purchase order, or as may otherwise be agreed to by the parties.

7.4 Contractor shall be responsible for installing all cabling equipment and materials in accordance with all applicable city, state and federal construction standards and practices associated with the installation of communications cabling systems.

7.5 Contractor warrants that all equipment shall be properly delivered, installed and integrated, if necessary, for acceptance testing within the scheduling deadlines set forth by Customer as the site is deemed ready for installation. Contractor shall provide Customer with an installation schedule identifying the date, time and location within the scheduling deadlines agreed to by the parties.

7.6 Unless a different acceptance period is specified in the underlying LOC, if any, Customer shall accept the cabling system provided by Contractor after a thirty (30) day testing period utilizing testing criteria developed by the Contractor and the Customer. During the acceptance period, Customer shall have the opportunity to evaluate and test the cabling system to confirm that: (a) the quality of materials used are consistent with published specifications for such materials; (b) it performs without any defects; (c) it performs pursuant to the specifications set forth in the underlying LOC, if any, and (d) the system test results meet or exceed accepted industry standards. Customer shall notify Contractor in writing of its acceptance of the cabling system.

7.7 In the event the system fails to perform as stated in Article 7.6 herein, Customer shall

notify Contractor. Unless a different period of time is specified in the underlying LOC, if any, Contractor shall, within five (5) working days, correct the defects identified by Customer or replace the defective equipment. Customer reserves the right to return the equipment to Contractor at the Contractor's expense and to cancel the supplement/purchase order.

ARTICLE 8 TITLE TO EQUIPMENT

Title to the equipment provided under this Master Agreement shall pass to Customer upon its acceptance of the system.

ARTICLE 9 SCOPE OF SERVICES

9.1 Contractor agrees to provide Customer with the cabling materials and services pursuant to the requirements set forth in the underlying LOC and Contractor's Proposal in response thereto if Customer is using the General RFP Process, or as may otherwise be agreed upon by the parties for Customers using the EPL Process.

9.2 Contractor agrees to adhere to the installation, testing and acceptance specifications, requirements and standards as set forth in the underlying LOC if Customer is using the General RFP Process, or as may otherwise be agreed upon by the parties for Customers using the EPL Process.

9.3 Contractor agrees that Customer reserves the right to increase or reduce the scope of the project without affecting the per unit pricing proposed.

9.4 It is understood by the Contractor that its failure to propose all equipment/materials necessary for the project, will result in Contractor providing the additional items at Contractor's own expense.

9.5 Contractor agrees to store all materials in a safe place as designated by Customer and to adhere to all safety and construction guidelines and/or O.S.H.A. safety requirements.

9.6 Upon completion of the work, Contractor agrees to remove from the premises all construction equipment and debris resulting from the work and leave all parts of the premises affected by the work clean. Further, Contractor agrees that it will be responsible for any structural damage to the buildings and grounds caused by its work operations for the duration of the warranty period of the system and that it will be responsible for replacing, restoring or bringing to at least original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, and the like, caused by its personnel and operations, subject to the final approval of Customer. Contractor shall employ workers with the specific skills required to make needed repairs and shall use the identical type and quality of materials originally used to construct any property damaged by Contractor.

9.7 It is understood and agreed that any loss of utility service; damage to existing buried utilities, or other damage caused by the Contractor's work operations shall be compensated by the Contractor.

9.8 Contractor agrees that all work performed and materials installed under this Master Agreement which in ITS' opinion is not properly coordinated, causes interferences or deviates from installation standards without ITS' permission, shall be altered/corrected at the Contractor's expense.

9.9 Contractor agrees to adhere to all of the specifications, requirements and standards as set forth in RFP No. 3766.

ARTICLE 10 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations to install or repair equipment shall be covered by Contractor's comprehensive general liability insurance policy.

ARTICLE 11 PAYMENT BOND AND PERFORMANCE BOND

11.1 As a condition precedent to the formation of the agreement between Contractor and Customer, the Contractor shall provide a payment bond as herein described. To secure the prompt payment of all persons supplying labor or materials used in the performance of work under any underlying LOC, or Cabling EPL purchase, the Contractor shall procure, submit to the State with the executed supplement/purchase order, and maintain in effect at all times during the course of its work under the underlying LOC, or Cabling EPL purchase, a payment bond in the total amount of the contract amount. The bond shall be made by a surety company which is authorized to do business in the State of Mississippi and listed on the United States Treasury Department's list of acceptable sureties. The bond shall be accompanied by a duly authenticated or certified document identifying the name and address of the person or entity holding the payment bond, and identifying a contact person to be notified in the event action against the bond is necessary. The term of the payment bond shall be concurrent with the term of the supplement/purchase order and shall not be released to Contractor until all services required under same have been completed and accepted by Customer, and all persons supplying labor or materials in the performance of work under the supplement/purchase order have been paid in full by the Contractor. The payment bond shall be procured at Contractor's expense and be payable to the Customer. Prior to approval of the payment bond, the State reserves the right to review the bond and require Contractor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Contractor. The bond must specifically refer to the underlying LOC or Cabling EPL purchase, and supplement/purchase order and shall bind the surety to all of the terms and conditions of same and of this Master Agreement.

11.2 As a condition precedent to the formation of the agreement between Contractor and Customer, the Contractor shall provide a performance bond as herein described. To secure the Contractor's performance under any underlying LOC, or Cabling EPL purchase, the Contractor shall procure, submit to the State with the executed supplement/purchase order, and maintain in effect at all times during the course of its work under the underlying LOC, or Cabling EPL purchase, a performance bond in the total amount of the executed supplement/purchase order. The bond shall be made by a surety company which is authorized to do business in the State of Mississippi and listed on the United States Treasury Department's list of acceptable sureties. The bond shall be accompanied by a duly authenticated or certified document identifying the name and address of the person or entity holding the performance bond, and identifying a contact person to be notified in the event action against the bond is necessary. The term of the performance bond shall be concurrent with the term of the supplement/purchase order and shall

not be released to Contractor until all services required under same have been completed and accepted by Customer. The performance bond shall be procured at Contractor's expense and be payable to the Customer. Prior to approval of the performance bond, the State reserves the right to review the bond and require Contractor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Contractor. The bond must specifically refer to the underlying LOC or Cabling EPL purchase, and supplement/purchase order and shall bind the surety to all of the terms and conditions of same and of this Master Agreement. If the supplement/purchase order is terminated due to Contractor's failure to comply with the terms thereof, Customer may claim against the performance bond.

ARTICLE 12 WARRANTIES

12.1 Contractor represents and warrants that it has the right to sell the equipment/products provided under this Master Agreement.

12.2 Contractor represents and warrants that Customer shall acquire good and clear title to the equipment/products provided hereunder, free and clear of all liens and encumbrances.

12.3 Contractor represents and warrants that each unit of equipment delivered shall be delivered new and not as a "used, substituted, rebuilt, refurbished or reinstalled" equipment.

12.4 Contractor represents and warrants that it has and will obtain and pass through to Customer any and all warranties obtained or available from the manufacturer of the equipment/products supplied to Contractor.

12.5 Contractor represents and warrants that all equipment/products provided pursuant to this Master Agreement shall, for a period of twelve (12) months unless a longer warranty period is specified in the supplement/purchase order or in the Contractor's Proposal in response to the underlying LOC, if any, be free from defects in material, manufacture, design and workmanship. Contractor's obligation pursuant to this warranty shall include, but not be limited to, providing on-site warranty service including materials and labor to correct any defect or non-conformity in the cabling system. In the event Contractor cannot repair or replace an item of equipment during the warranty period, Contractor shall refund the purchase price of the defective or non-conforming product, and Customer shall have the right to terminate the supplement/purchase order and this Master Agreement in whole or in part, solely as between those two parties. Customer's rights hereunder are in addition to any other rights Customer may have.

12.6 Contractor represents and warrants that all equipment/products and services provided by Contractor shall meet or exceed the minimum specifications set forth in RFP No. 3766 and the underlying LOC, if any, and Contractor's Proposal in response thereto, which are referenced in the supplement/purchase order.

12.7 Unless a longer warranty period is specified in the supplement/purchase order, the underlying LOC, if any, or in the Contractor's Proposal in response to the underlying LOC, Contractor represents and warrants, for a period of twelve (12) months after acceptance by Customer of the installed system, that all work hereunder has been performed in a good and workmanlike manner and consistent with generally accepted industry standards. For any breach of this warranty, Contractor shall perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer

the fees paid to Contractor for the unsatisfactory services.

12.8 Contractor represents and warrants that the cabling system is fit for the particular purpose set forth in the underlying LOC if any.

12.9 Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of the supplement/purchase order and this Master Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

12.10 Contractor represents and warrants that no official or employee of Customer or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in the supplement/purchase order or this Master Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Master Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Master Agreement. The Contractor also warrants that in the performance of this Master Agreement no person having any such known interests shall be employed.

12.11 The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Master Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Master Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Master Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Master Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence

of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Master Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

ARTICLE 13 INFRINGEMENT INDEMNIFICATION

Contractor represents and warrants that neither the equipment/products, replacement parts, their elements nor the use thereof violates or infringes on any copyright, patent, trade secret or other proprietary right of any person or entity. Customer shall notify Contractor promptly of any infringement claim of which it has knowledge, and shall cooperate with Contractor in the defense of such claim by supplying information, all at Contractor's expense. Contractor, at its own expense, shall defend or settle any and all infringement actions filed against Contractor or Customer which involve the items provided under this Master Agreement and shall pay all costs, attorney fees, damages and judgment finally awarded against Customer. If, in any such suit arising from such claim, the continued use of the items for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Contractor shall, at its expense: (a) first procure for Customer the right to continue using such items, or upon failing to procure such right, (b) replace or modify them with non-infringing items, or upon failing to secure either such right, (c) refund to Customer the purchase price previously paid by Customer for the materials Customer may no longer use. Said refund shall be paid within ten (10) working days of notice to Customer to discontinue said use.

ARTICLE 14 EMPLOYMENT STATUS

14.1 Contractor shall, during the entire term of this Master Agreement, be construed to be an independent contractor. Nothing in this Master Agreement is intended to nor shall it be construed to create an employer-employee relationship or a joint venture relationship.

14.2 Contractor represents that it is qualified to perform the duties to be performed under this Master Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Master Agreement. Such personnel shall not be deemed in any way directly or indirectly, expressly or by implication, to be employees of Customer. Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

14.3 Any person assigned by Contractor to perform the services hereunder shall be the employee or subcontractor of Contractor, who shall have the sole right to hire and discharge its employee/subcontractor. Customer may, however, direct Contractor to replace any of its employees/subcontractors under this Master Agreement.

ARTICLE 15 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

15.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for the project. The Customer is only required to negotiate with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties,

and subcontractors.

15.2 Neither party may assign or otherwise transfer the supplement/purchase order and/or this Master Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. The supplement/purchase order and this Master Agreement shall be binding upon the parties' respective successors and assigns.

15.3 Contractor must obtain the written approval of Customer before subcontracting any portion of the supplement/purchase order and this Master Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed price agreed upon in the supplement/purchase order. All subcontracts shall incorporate the terms of the supplement/purchase order and this Master Agreement and shall be subject to the terms and conditions of same and to any conditions of approval that Customer may deem necessary.

15.4 Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

15.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the Customer, where such dispute affects the subcontract.

ARTICLE 16 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Customer to proceed under this Master Agreement and the supplement/purchase order is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Master Agreement. If the funds anticipated for the fulfillment of this Master Agreement and the supplement/purchase order are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Master Agreement, Customer shall have the right to immediately terminate the supplement/purchase order and this Master Agreement as to itself only, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under the supplement/purchase order and this Master Agreement. Any payment due Contractor for services rendered by Contractor prior to termination and received by Customer shall be paid.

ARTICLE 17 TERMINATION

17.1 If either party fails to comply with the terms and conditions of the supplement/purchase order or this Master Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate the supplement/purchase order and this Master Agreement in whole or in part solely as between those two parties and without the assessment of any penalties. The non-defaulting party may also pursue any remedy available to it in law or in equity.

17.2 An individual governmental agency or institution may terminate the supplement/purchase order and this Master Agreement as to itself only, in whole or in part, for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to Contractor.

17.3 The supplement/purchase order may be terminated in whole or in part without the assessment of any penalties upon the mutual written agreement of the Contractor and the Customer.

17.4 ITS may, without the assessment of any penalties, terminate the Master Agreement for any reason after giving thirty (30) days written notice specifying the effective date thereof to Contractor, but any supplement/purchase order entered into prior to the termination date of the Master Agreement shall survive the termination of the Master Agreement.

ARTICLE 18 GOVERNING LAW

This Master Agreement and each supplement/purchase order shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor submits to the jurisdiction of the appropriate state or federal court in Mississippi. Contractor expressly agrees that under no circumstances shall Customer or ITS be obligated to pay an attorneys fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Master Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

ARTICLE 19 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Master Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 20 SEVERABILITY

If any term or provision of this Master Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Master Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Master Agreement can be fully achieved by the remaining portions of the Master Agreement that have not been severed.

ARTICLE 21 CAPTIONS

The captions or headings in this Master Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Master Agreement.

ARTICLE 22 HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by the negligence or intentional misconduct of Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform the supplement/purchase order and this Master Agreement.

ARTICLE 23 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to the supplement/purchase order or this Master Agreement and/or which may affect the Contractor's performance under the supplement/purchase order or this Master Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of the supplement/purchase order and this Master Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 24 AUTHORITY TO CONTRACT

Contractor warrants that it is a validly organized business with valid authority to enter into this Master Agreement; that entry into and performance under this Master Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Master Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Master Agreement.

ARTICLE 25 NOTICE

Any notice required or permitted to be given under this Master Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. The Contractor's address for notice is: Mr. Bob Shearer, President, CDE Integrated Systems, Inc., 6 Twelve Oak Circle, Jackson, Mississippi 39209. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 26 RECORD RETENTION AND ACCESS TO RECORDS

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Master Agreement and the supplement/purchase order. The Customer, ITS, any state or

federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Master Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Master Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Master Agreement and the supplement/purchase order shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Master Agreement and the supplement/purchase order. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 27 INSURANCE

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Specifically, in keeping with Section 31-5-51 (7) of the 1972 Mississippi Code Annotated, as amended, Contractor shall, at its expense, procure and maintain general liability insurance coverage in an amount not less than one million dollars ($1,000,000.00) for bodily injury and property damage. Contractor shall furnish Customer with a certificate of conformity providing the aforesaid coverage.

ARTICLE 28 DISPUTES

28.1 Should disputes arise with respect to the supplement/purchase order and/or this Master Agreement, Contractor and Customer agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the supplement/purchase order and/or this Master Agreement. Should Contractor fail to continue without delay to perform its responsibilities under the supplement/purchase order and/or this Master Agreement in the accomplishment of all work, any additional costs incurred by Contractor or Customer as a result of such failure to proceed shall be borne by Contractor and Contractor shall make no claim against Customer for such costs.

28.2 If Contractor and Customer cannot resolve a dispute within ten (10) calendar days following written notification by either party of the existence of said dispute, then the following procedure shall apply:

A. The parties agree to resolve such matters through submission of their dispute to the Executive Director of ITS, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the parties within ten (10) calendar days after presentation of such dispute for his/her decision.

B. Customer may withhold payments on disputed items pending resolution of the dispute. The withholding of such payments shall not constitute cause for termination or suspension of the supplement/purchase order and/or this Master Agreement by Contractor.

C. Disagreement with the Executive Director's decision by either party shall not constitute a breach under the terms of this Master Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 29 COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under the supplement/purchase order and this Master Agreement shall be subject to, all Customer policies and procedures, and all applicable federal, state and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of the supplement/purchase order and this Master Agreement because of race, creed, color, sex, age, national origin or disability.

ARTICLE 30 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All data collected by Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with work performed under a supplement/purchase order, whether completed or in progress, shall be the property of Customer upon completion of the supplement/purchase order or upon termination of the supplement/purchase order and/or this Master Agreement. Customer hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Master Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of Customer. Contractor shall deliver such documents to Customer upon termination or completion of the supplement/purchase order.

ARTICLE 31 CONFLICT OF INTEREST

Contractor shall notify Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Customer's satisfaction, Customer reserves the right to terminate this Master Agreement as to itself only.

ARTICLE 32 SOVEREIGN IMMUNITY

By entering into this Master Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 33 CONFIDENTIAL INFORMATION

33.1 Contractor shall treat all Customer data and information to which it has access by its performance under this Master Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of the supplement/purchase order and this Master Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in the supplement/purchase order and this Master Agreement on behalf of, or under the rights of the Contractor following any termination or completion of the supplement/purchase order and this Master Agreement.

33.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Master Agreement does not constitute confidential

information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

ARTICLE 34 EFFECT OF SIGNATURE

Each person signing the supplement/purchase order or this Master Agreement represents that he or she has read the supplement/purchase order and this Master Agreement in its entirety, understands its terms, is duly authorized to execute the supplement/purchase order or this Master Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, the supplement/purchase order and this Master Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

ARTICLE 35 SURVIVAL

Articles 8, 12, 13, 18, 22, 26, 30, 32, 33, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of the supplement/purchase order or this Master Agreement.

ARTICLE 36 ENTIRE AGREEMENT

36.1 This Master Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. RFP No. 3766, the underlying LOC, if any, Contractor's Proposals in response to RFP No. 3766, the LOC, if any, or the Cabling EPL purchase, and the supplement/purchase order are hereby incorporated into and made a part of this Master Agreement as far as the individual governmental agency/institution is concerned.

36.2 The Master Agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

A. This Master Agreement signed by both parties, and all attachments;
B. The Supplement/Purchase Order signed by both parties;
C. The underlying LOC, if any, referenced in the supplement/purchase order;
D. The published EPL;
E. RFP No. 3766;
F. Contractor's Proposal, as accepted by Customer, in response to the underlying LOC, if any, or the Cabling EPL purchase;
G. Contractor's Proposal, as accepted by Customer, in response to the Cabling EPL purchase, and
H. Contractor's Proposal, as accepted by ITS, in response to RFP No. 3766.

36.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason

thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Master Agreement") and the lowest document is listed last ("H. Contractor's Proposal").

ARTICLE 37 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Master Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Master Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 38 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Master Agreement and any subsequent amendments and supplements shall be posted to the State of Mississippi's accountability website at: https://www.transparency.mississippi.gov. Prior to ITS posting the Master Agreement and any subsequent amendments and supplements to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS.

ARTICLE 39 EPL ADMINISTRATIVE FEES

Within fifteen (15) calendar days following the completion of each quarter, Contractor shall submit its Marketing/Sales Report identifying all Express Products Lists ("EPL") sales to ITS. Upon receipt of same, ITS will review the Marketing/Sales Report and assess a one percent (1%) administrative fee based on the total amount of sales that are reported. ITS will thereafter invoice Contractor for their administrative fees, with said invoice being mailed to the "bill-to" address provided by Contractor. Contractor understands and agrees that the EPL administrative fee is the responsibility of the Contractor and is not to be charged to the Customer in the form of a separate line item. Contractor agrees to remit its payment of the administrative fee to ITS each quarter within thirty (30) calendar days of the invoice date (hereinafter referred to as "Due Date"). It is understood and agreed by the parties that in the event Contractor fails to submit its Marketing/Sales Report within fifteen (15) calendar days following completion of a quarter or in the event Contractor fails to remit its payment of the quarterly administrative fees by the Due

Date, Contractor will be immediately suspended from participation in the EPL until such time as the Marketing/Sales Report is received by ITS and all outstanding administrative fees have been paid in full.

For the faithful performance of the terms of this Master Agreement, the parties have caused this Master Agreement to be executed by their undersigned representatives.

State of Mississippi, Department of Information Technology Services, on behalf of the Agencies and Institutions of the State of Mississippi

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: 1/22/15

INSERT VENDOR NAME

By: _____
Authorized Signature

Printed Name: **Bob Shearer**

Title: **President**

Date: **November 18, 2014**