DOCUSIGN

# **INTERNAL CONTRACT REQUISITION FORM**

CONTRA	ACTOR/VEND	OOR NAME:			VEN	DOR #			$\mathbf{\hat{C}}$
CONTRA	ACTOR NAMI	E & E-MAIL ( <i>INDI</i> )	VIDUAL E-SIGNING	FOR THE CONTRAC	TOR):				NC NC
Print Nan	ne	E	-Mail Address						1881 •
TYPE O	F CONTRACT	: New Renewal	_ Amendment Ser	vices Goods Cons	sulting Construction	Lease Other			
SCOPE (	OF WORK:						N	ICPA #01-17	0
				ΓERM:		/IFB/RFQ#:			
				al Title/Name of					
<b>UNIFOR</b>	RM GUIDANCI	E (UG) PROCEDUR	RES APPLICABLE?	YES NO					
ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1 2 3									
RISK MA	ANAGER Contra	act Requires Risk Manager	ment Review/Approval?	YES_X NO	COUNTY ATTO	DRNEY			
Signature: _			Date: _						
	-	oval? YES_X_NO D	Date of BOCC Approval: _					Date:	
	SITIONER				PURCHASING 1	MANAGER			
			D	ate:				Date:	
Print Nan	ne/E-Mail:				Docusign E-Signati	ure			
DEPART	TMENT HEAD	OR DESIGNEE			CHIEF FINANC	CIAL OFFICER			
<mark>DocuSign</mark>	<mark>n E-Signature</mark> :		I	Date:				Date:	
Print Nan	me/Title:				Docusign E-Signati	<mark>ure</mark>			
E-Mail A	ddress:								
					COUNTY MAN	AGER		D.	
Addition	nal Comments/Ins	structions by Departmen	nt:		Docusign E-Signatı	<mark>ure</mark>		Date:	
					CLERK TO TH	E BOARD			
								Date:	
FIINDS	S RESERVA	TION#			Docusign E-Signati	<mark>ure</mark>			
LONDS	) NESERVA	11011#			IS&T DEPT				
Purchasi	ing Comments:				13&1 DEF1			Date:	
	comments.				Docusion F-Signati	ure			



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

tino continoato accontet conto rig	nto to the outlineate helder	III IIOU OI OUOII	011401001	nont(o)		
PRODUCER		·	CONTACT NAME:	Michelle Barcy		_
RSC Insurance Brokerage, Inc.			PHONE (A/C, No, Ex	it):	FAX (A/C, No):	
750 Third Ave			E-MAIL ADDRESS:	mbarcy@risk-strategies.com		
15th Floor				INSURER(S) AFFORDING COVERAGE		NAIC #
New York	NY	10017	INSURER A	: Great Northern Insurance Company		20303
INSURED			INSURER B	: Federal Insurance Company		20281
NWN Corporation			INSURER C	: Chubb National Insurance Company		10052
659 South County Trail			INSURER D	: Indian Harbor Insurance Company A+ X\	/	36940
			INSURER E	:		
Exeter	RI	02822	INSURER F	:		
COVERAGES	CERTIFICATE NUMBER:	CL244264586	4	REVISION NUM	RER-	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD. INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
А	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC  OTHER:		Υ	36066205	05/07/2024	05/07/2025	EACH OCCURRENCE
В	AUTOMOBILE LIABILITY  ANY AUTO  OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY		Y	73641577	05/07/2024	05/07/2025	COMBINED SINGLE LIMIT \$ 1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
В	✓ UMBRELLA LIAB     ✓ OCCUR       EXCESS LIAB     CLAIMS-MADE       DED     ✓ RETENTION \$ 10,000		Υ	56721357	05/07/2024	05/07/2025	### \$25,000,000  AGGREGATE \$25,000,000  \$ 25,000,000
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Υ	71839800	05/07/2024	05/07/2025	PER   OTH-     E.L. EACH ACCIDENT   \$ 1,000,000     E.L. DISEASE - EA EMPLOYEE   \$ 1,000,000     E.L. DISEASE - POLICY LIMIT   \$ 1,000,000
D	Primary Tech E&O/Cyber Liability			MTP9043167 03	05/07/2024	05/07/2025	Per Occ/Aggregate Limit: \$5,000,000  Retention: \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A Waiver of Subrogation applies in favor of Durham County on the General Liability, Auto Liability, and Worker's Compensation policies.

CERTIFICATE HOLDER			CANCELLATION
	Durham County 200 E. Main Street		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	200 E. Main Street		AUTHORIZED REPRESENTATIVE
	Durham I	NC 27701	RCImmBrohuse Ire.

AGENCY CUSTOMER ID:	



ADDITIONA	LREMA	ARKS SCHEDULE	Page	of
AGENCY RSC Insurance Brokerage, Inc.		NAMED INSURED NWN Corporation		
POLICY NUMBER		- Trivit Golporation		
	l			
CARRIER	NAIC CODE	EFFECTIVE DATE:		
ADDITIONAL REMARKS	ı			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACOF		Later .		
FORM NUMBER: 25 FORM TITLE: Certificate of Liabil	lity Insurance: I	Notes		
Auto Hired Car Comprehensive/Collision Deductible: \$1,000				
Coverage: Excess Tech E&O/Cyber Liability Policy #0313-8251 Term: 5/7/2024-5/7/2025 Carrier: Allied World Specialty Insurance Company Limit: \$5,000,000 Per Occ/Aggregate  Coverage: Excess Tech E&O/Cyber Liability Policy #EOL-241196 Term: 5/7/2024-5/7/2025 Carrier: Crum & Forster Specialty Insurance Company Limit: \$5,000,000 Per Occ/Aggregate  Additional Named Insureds: NWN PARENT HOLDINGS LLC NWN CORPORATION COMFRAME SOFTWARE CORPORATION WESTERN BLUE CORPORATION NWN PARENT HOLDINGS LLC NWN ACQUISITION HOLDING COMPANY LLC NWNCOMM LLC SYSTEMS ENGINEERING INC CAROUSEL INDUSTRIES OF NORTH AMERICA INC. CAROUSEL INDUSTRIES OF NORTH AMERICA LLC ATRION INC (RI) ATRION HOLDINGS INC NCAPITAL LLC ASP NWN MANAGEMENT HOLDINGS LP ASP NWN HOLDINGS LP ASP NWN CORPORATE PARENT HOLDINGS LLC ASP NWN CORPORATE PARENT HOLDINGS LLC ASP NWN CORPORATE ACQUISITION CO LLC ASP NWN PARENT HOLDINGS LLC				
ASP NWN ACQUISITION CO LLC HANNIBAL SCT REALTY, LLC				

RE: NWN Corporation\_Varonis 365 License renewal\_10.01.24 - 9.30.25\_\$264,352.12

McKinney, Nathan <nmckinney@dconc.gov>

Mon 7/29/2024 2:44 PM

To:Burton, Sophia <sburton@dconc.gov>
Cc:Minor, Tamara D. <tamaraminor@dconc.gov>

Hi Sophia,

The COI for NWN Corporation is approved.

The Contract with NWN Carousel (Varonis) for \$264,352.12 is approved as to form.

Thank you

Noted for the file:

TD SYNNEX | OMNIA Partners | Contract Documents

Complete TD SYNNEX 01-97 Microsite Docs.pdf (omniapartners.com)

Sincerely,

**NATHAN L. MCKINNEY | Senior Assistant County Attorney** 

\*Legal Department colleagues may receive a copy of this email – confidentiality still applies.

\*I am generally not available on Mondays



nmckinney@dconc.gov
P.O. Box 3508
Durham, North Carolina 27702
Office (919) 560-0395 | Fax (919) 328-6342 | Cell 984-260-5908

This e-mail message may contain information that is privileged, confidential, and exempt from disclosure. It is intended for use only by the person to whom it is addressed. If you receive this message in error, please do not forward or use this information in any way. Delete it immediately and contact the sender as soon as possible by the reply option or by telephone at the telephone number listed (if available).

From: Burton, Sophia <sburton@dconc.gov>
Sent: Monday, July 29, 2024 2:09 PM
To: McKinney, Nathan <nmckinney@dconc.gov>

Cc: Minor, Tamara D. <tamaraminor@dconc.gov>

Subject: NWN Corporation\_Varonis 365 License renewal\_10.01.24 - 9.30.25\_\$264,352.12

Greetings Nathan,

I hope that this email finds you well.

Attached, find the NWN Corporation\_Varonis 365 License renewal contract package for your review/approval.

Please let me know if any additional information is needed.



#### Q-147769

**Generated Date:** 06/27/2024 **Expiration Date:** 09/30/2024

Opportunity Name: RENEWAL: VARONIS: DIRECT

**Opportunity Number: OP-95153** 

Sales Out Contract #: CI\_National NCPA 01-170\_Synnex

Account Name: County of Durham, NC - HQ

Primary Contact: Antonio Davis Contact Phone: (919) 560-7013 Contact Email: adavis@dconc.gov

#### **BILL TO**

County of Durham, NC - HQ 200 E Main St Bsmt 4 Durham, NC 27701-3649 NWN Corp

Sales Rep: James Welch Sales Rep Phone: (919) 653-4461 Sales Rep Email: jwelch@nwncarousel.com

#### **SHIP TO**

County of Durham, NC - HQ 200 E Main St Bsmt 4 Durham, NC 27701-3649

#### **Product**

#	ITEM	DESCRIPTION	QTY	UNIT PRICE**	EXT. TOTAL
1.	DAAZ-2001-2500OS	DatAdvantage for Azure On-prem subscription for 2001 Users	2175	\$9.72	\$21,141.00
		Coverage Date: 10/1/2024 - 9/30/2025			
2.	DAOS-2001-2500OS	DatAdvantage for OneDrive and SharePoint Online Bundle On-prem subscription for 2001 Users	2175	\$23.73	\$51,612.75
		Coverage Date: 10/1/2024 - 9/30/2025			
3.	EDGE-2001-2500OS	Edge On-prem subscription for 2001 Users	2175	\$10.29	\$22,380.75
		Coverage Date: 10/1/2024 - 9/30/2025			
4.	CL-1-5OS	1 Collector On-prem subscription for 12 Months	1	\$4,518.87	\$4,518.87
		Coverage Date: 10/1/2024 - 9/30/2025			
5.	DCOS-2001-2500OS	Data Classification Framework for OneDrive and SharePoint Online On-prem subscription for 2001 Users	2175	\$18.95	\$41,216.25
		Coverage Date: 10/1/2024 - 9/30/2025			
6.	DADS-2001-2500OS	DatAdvantage for Directory Services On-prem subscription for 2001 Users	2175	\$17.55	\$38,171.25
		Coverage Date: 10/1/2024 - 9/30/2025			
7.	DLS-2001-2500OS	DatAlert Suite On-prem subscription for 2001 Users	2175	\$17.55	\$38,171.25
		Coverage Date: 10/1/2024 - 9/30/2025			
8.	CL-1-5MS	1 Collector Software Maintenance and Support	1	\$1,400.00	\$1,400.00
		Coverage Date: 10/1/2024 - 9/30/2025			

9.	DAW-1501-2000MS	SEL DATADVANTAGE - WIN MS	2000	\$10.30	\$20,600.00
		Coverage Date: 10/1/2024 - 9/30/2025			
10.	AE-1501-2000MS	SEL AUTOMATION ENGINE MS	2000	\$5.15	\$10,300.00
		Coverage Date: 10/1/2024 - 9/30/2025			
11.	DCF-1501-2000MS	SEL DATA CLASSIFICATION MS	2000	\$7.42	\$14,840.00
		Coverage Date: 10/1/2024 - 9/30/2025			
				Total:	\$264,352.12

Financial Summary				
ITEM	TOTAL			
Quote Sub-Total:	\$264,352.12			

Billing and Payment Terms				
ITEM	TERM			
Billing Terms:	Recurring - Prepaid			
Payment Terms:	Net 30 Days			
Payment Schedule:	100% on Completion			

#### **Statement of Confidentiality**

This quote has been developed by NWN Carousel and is NWN Carousel's proprietary trade secret and business confidential information. This quote may not be released to another vendor, business partner or contractor without prior written consent from NWN Carousel.

#### **Additional Information**

Please note that pricing is Valid until 9/30/2024.



# **Region XIV Education Service Center**

1850 Highway 351 Abilene, TX 79601-4750 325-675-8600 FAX 325-675-8659

Thursday, December 14th, 2023

TD SYNNEX Corporation ATTN: Edward W. Somers 39 Pellham Ridge Drive Greenville, SC 29615

#### Dear Edward:

Region XIV Education Service Center is happy to announce that TD SYNNEX Corporation has been awarded an annual contract for Advanced Technology Solutions Aggregator based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on December 31<sup>st</sup>, 2026. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and TD SYNNEX Corporation

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

- DocuSigned by:

Share Fields

Shane Fields

Region XIV, Executive Director





# TD SYNNEX

#### Premier Government Solutions Aggregator

TD SYNNEX brings the most relevant technology solutions to the OMNIA Partners public sector community with more than 3,000,000 technology products from more than a thousand of the world's leading and emerging manufacturers. TD SYNNEX deep expertise focuses on technology and vertical markets, working in collaborative teams to build next-generation solutions where the two intersect. They are partners in navigating technology growth opportunities for their manufacturing and reseller partners. TD SYNNEX constantly reevaluate and evolve our go-to-market strategies to help their partners stay relevant in the ever-changing world of technology.



# 

TD Synnex is the premier government solutions aggregator that specializes in understanding the IT needs of the U.S. state, local and education markets that OMNIA Partners public sector serves. We help simplify the process for independent software vendors and value-added resellers doing business in the U.S. public sector.

View TD Synnex Authorized Resellers for Contract 01-97

- Software Products and Services (DLT Solutions) Region 14 ESC - TX | 01-164
- Oracle Products and Services (DLT Solutions) Maricopa County, AZ | 180233-001
- Advanced Technology Solutions Aggregator (TD SYNNEX) Region 14 ESC - TX | 01-97
- Systems and Information Management Software (DLT Solutions) Region 14 ESC - TX | 01-136
- Software Solutions and Services (DLT Solutions) Region 4 ESC - TX | R190902
- Cyber Security Solutions and Associated Products & Services (TD SYNNEX) Region 4 ESC - TX | R200803
- dvanced Technology Solutions Aggregator egion 14 ESC TX | 01-170

# **Advanced Technology Solutions Aggregator**

**Region 14 ESC - TX** 

**Contract Number: 01-170** 

Initial Term: December 14, 2023 through December 31, 2026

Renewal Options: Option to renew for two (2) additional one-year periods

through December 31, 2028

# **Executive Summary**

- Pricing
- AZ Due Diligence

### **Master Agreement Documents**

- Official Signed Contract
- Contract Award Letter
- Pro Line Card Flyer Update
- Product Line Card

# **Response Evaluation**

- Supplier Response to RFP
- Evaluation Documents

#### **Solicitation Process**

- Original RFP Document
- RFP Addendum 1
- RFP Opening Document
- RFP Receipt List
- Proof of Publication

#### **01-97 Contract Documents**

• 01-97 Contract Documents



5001 Aspen Grove Drive Franklin, TN 37067 info@omniapartners.com (866) 875-3299



OMNIA°

formerly NCPA 01 - 97 \* For contact information reach out to contracts@

Tollielly Not A 01 97 Tol contact information reach out to t	,ontracts@		
Share Tech Solutions		Annandale	VA
Quality and Assurance Technology Corp DBA QnA Tech	MBE	Ridge	NY
Sterling Computers Corporation	WOSB	North Sioux City	SD
Ingram Technologies LLC		Austin	TX
TouchPoint, Inc.	WOBE	Jacksonville	FL
Clutch Solutions LLC	NMSDC MBE, Arizona DBE, NYC +	N Mesa	AZ
Datec, Inc.		Seattle	WA
Future Tech Enterprise, Inc.		Fort Lauderdale	FL
DI Technology Group Inc (Data Impressions)		Cerritos	CA
IVS Computer Technology Inc.		Bakersfield	CA
STEP CG, LLC		Covington	KY
Thomas Galloway Corporation dba Technologent	WBE. WBENC	Irvine	CA
United Data Technologies Inc. / UDT		Miramar	FL
Kambrian Corporation	8a, WOSB, SDB, MBE, EDWOSB	West Covina	CA
Nth Generation Computing Inc	WO	San Diego	CA
Code 3 Technology, LLC		Mesa	AZ
NWN Corporation (Carousel Industries of North America)		EXETER	RI
SSP Data	SB, Minority Owned	Richmond	CA
ThreatDetect Solutions		Gresham	OR
GDT General Datatech LP		Dallas	TX
ITSAVVY LLC	Minority Owned	Addison	IL
CCT Technologies, Inc. dba ComputerLand of Silicon Valley	WO, Minority Owned	San Jose	CA
FEDERAL NETWORK SERVICES INC (Leverage Information Sy	stems, Inc)	Woodville	WA
Proleaf Corporation DBA HiteQ Computer Systems	SMALL BUSINESS, WOSB, HUBZO	NPlano	TX
NICKEL TECHNOLOGIES INC DBA NITECH	SB, DVBE-31850	Irvine	CA
Evolving Solutions Inc		Hamel	MN
TECHNOLOGY EXTREME LLC	SB	Ranco Palos Verdes	CA
Alpha Data Tech	SB, Minority Owned, DV, Hubzone	Los Angeles	CA
RELEVANT-IT, INC.		Stevenson Ranch	CA
Rtech Solutions		Knoxville	TN
Frontier Technology, LLC DBA MicroAge		Tempe	AZ
ANVIL WORKS, LLC	SBA, WO, VO, SDVBE, DBE	Scottsdale	AZ
Imperium Data Networks	SB	Tampa	FL
Ednetics Incorporated		Post Falls	ID



## LINECARD



TRACEWELL SYSTEMS, INC TRAINING PALO ALTO **TRANSCEND** 

TRANSMOSIS<sup>3</sup>

TRANSPORTATION MANAGEMENT

SERVICES, INC **TRANSTECTOR** 

TREMOLO SECURITY, INC

**TRENDMICRO** TRENDNET TRIPP LITE TRIPWIRE INC TRNSTON NW

TROY GROUP TRUCE SOFTWARE TRUSTED KNIGHT TRYTEN - STRATEGIC

**TSECOND** TSITOUCH LLC **TSSLINK INC TUFIN** 

TURING VIDEO, INC. TWISTLOCK, INC

TYAN COMPUTER CORPOR TYCON SYSTEMS, INC

U.S.GAMES DISTRIBUTION, INC

**UBI SOFT ENTERTAINMENT** 

**UBIX UBZL** 

UC WORKSPACE

ULINE ULTRALEAP **UNAVIS LLC UNBW UNC GROUP** UNCOMMONX

UNDER ARMOUR UNIDOC HEALTH SOLUTIONS

UNIFORM INDUSTRIAL CORP. UNIGEN UNIMAX UNITECH UNITED DGI

UNITED STATES LUGGAGE LLC

UNITRENDS

**UPSHOW** 

**URBAN ARMOR GEAR URBAN FACTORY** USA VISION SYSTEMS, INC.

U.S. CELLULAR **USYSTEMS** 

**UTIMACO INC UVNETWORKS** V3GATE LLC V5 SYSTEMS, INC.

VADE / MTA MOVING

VADE SECURE, INC. VALCOM

VALIDSOFT

VANDER-BENDMANUFACTURING

LLC

**VARIDESK** VARONIS SYSTEMS

VAULT

VCE VCOM INTERNATIONAL MEDIA

CORP VDO360 LLC

VECTRA NETWORKS, INC VEEAM

VEEONE HEALTH

VELOCLOUD NETWORKS LLC

WOLTERS KLUWER HEALTH VENTURA TECH GROUP INC. WOOTCLOUD

VERACITY USA, INC. WORKDAY **VERBATIM** WORKS 360, LLC DBA SPRINXLE

**VERITAS** WORKSPOT **VERIZON** 

WORKWELL TECHNOLOGIES

VERSA NETWORKS WOWWEE VERSATERM WSO2 **VERTIGIS\*** WSTDIGITAL

VERTIV

VIMEO

VIRSAE

VISION

VIRTANA

VISIONEER

VISIONTEK

VISTA IT GROUP

VIVACITY TECH PBC

VIZIFLEX SEELS INC

VONHOLZHAUSEN

VOYAGER LABS

VU RYTE, INC.

VXL INSTR

WAITTIME WALLBOARD

WANDERA WARNER BROTHERS

WASP TECH

WATCHGUARD

WEBROOT SW

WELLBEATS, INC WENGER BY GROUP III

WESTERN DIGITAL

WILLARD PACKAGING

**TECHNOLOGIES** 

WIND RIVER SYSTEMS

WIREMOLD/LEGRAND

WILSON ELECTRONICS LLC

WEBWORKS

WEVIDEO

WHOOP USA

WIDEPOINT

WINMAGIC

WITFOO INC.

WHISTIC

WASABI

VZBI TY

VORP ENERGY, LLC

VUZIX CORPORATION

VWR INTERNATIONAL LLC

WEIRDWARE VENDOR GROUP

WESTERNTECHSYSTEMS INC

WHITECANYON SOFTWARE, INC

WILLIAMS SOFTWARE ASSOCIATES

WIN LONG, USA LLC DBA TITANIUM

WINSTON INTERNATIONAL LTD.

WIRELESS GUARDIAN, INC.

VISUAL LABS

VIVINT, INC.

VIVOTEK

VIZETTO

VIZIO

**VMRAY** 

VMWARE

VONAGE

**VOTIRO** 

VIAAS, INC.

VICTORINOX

VIKING COMPUTER PARTS

VG RUSH CORPORATION X RITE X6D USA INC VIAVI SOLUTIONS **XENCELABS** XEROX

XI3 CORPORATION VICTORYVR VIEWSONIC **XILINX** 

VIKING ENTERPRISE SOLUTIONS XOGO, INC XYZPRINTING, INC VINPOWER VIPRE SECURITY YAGNA IQ INC. VIRCOM INC

YAMAHA YEALINK YOSHINO TECH\* YUBICO

ZAGG INC.

**ZEBRA TECHNOLOGIES** 

XINUOS, INC. DBA UNXIS, INC

ZEPLIN ZERIFY ZEROSPAM ZETASETT ZEWA, INC. ZIMPERIUM

ZOHO CORPORATION

ZOOM **ZOTAC INTL** ZPE SYSTEMS **ZSCALER ZVT INC ZYXEL** 

\*New Fiscal Year 2024 Vendor

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#### Master License and Services Agreement

IMPORTANT - READ CAREFULLY THE TERMS AND CONDITIONS OF THIS MASTER LICENSE AND SERVICES AGREEMENT (THIS "AGREEMENT") BEFORE USING THE SOFTWARE (AS DEFINED BELOW). THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). CLICKING 'AGREE', USING THE SOFTWARE KEY ASSOCIATED TO THE SOFTWARE, OR USING THE SOFTWARE, AS APPLICABLE, INDICATES YOUR ACCEPTANCE OF THE TERMS SET FORTH BELOW AND CREATES A LEGAL AGREEMENT BETWEEN YOU AND VARONIS SYSTEMS, INC. ("LICENSOR"). IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO USE THE SOFTWARE. FOR THE PURPOSES OF THIS AGREEMENT, "YOU" SHALL MEAN THE ENTITY WHICH HAS OBTAINED THE SOFTWARE KEY ASSOCIATED TO THE SOFTWARE, AS SHOWN IN LICENSOR'S RECORDS.

WHEREAS, Licensor holds proprietary rights of a certain Software, and WHEREAS, subject to the terms of this Agreement, Licensor agrees to grant you a license to use the Software and provide you with certain support and maintenance services, as well as other related services, in connection with the Software; and WHEREAS, you wish to purchase a license to use the Software and such support and maintenance services, directly or through an authorized reseller of Licensor (the "Reseller"), as applicable, all in accordance with the terms and conditions of this Agreement and purchase confirmation(s) issued by Licensor from time to time (each, a "Purchase Confirmation"); NOW, THEREFORE, in consideration of the conditions contained herein, the parties, intending to be legally bound, agree as follows:

1. **Grant of Term License**. Subject to the provisions of this Agreement, including the payment of the applicable license fee when due, Licensor hereby grants you a time limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software (in executable form) internally on your internal network only (the "**Term License**"). You shall use the Software solely during the applicable license term and for such number of Users as set forth in the applicable Purchase Confirmation, all in accordance with the Software's technical documentation generally made available to Licensor's customers (the "**Documentation**"). Without derogating from the generality of the aforesaid, you may not make any commercial use of the Software, nor grant any third party any right to use the Software, whether or not for any consideration. For the purpose of this Agreement, (i) the term "Software" means the product(s) set forth in the software key provided to you by Licensor from time to time, as shown

- in Licensor's records and the accompanying user Documentation; and (ii) with respect to each Software, a "user" shall include any account that is monitored by such Software during the term of the Term License.
- 2. **Perpetual License**. Subject to the provisions of this Agreement, including the payment of the applicable license fee when due, License may have granted you a perpetual, non-exclusive, non-transferable, non-sublicensable license to use the Software internally on your internal network only, in executable form only, according to the number of users set forth in the applicable Purchase Confirmation (the "Permanent License"). You may purchase maintenance and support services in connection with the Permanent License for such number of Users set forth in the applicable Purchase Confirmation which included the Permanent License. Upon the renewal of the maintenance and support services, you are required to renew such services for the same number of Users as was originally purchased by you (the "Initial Number of Users"), unless agreed otherwise by Licensor. If you renew the maintenance and support services for a lower number of Users than the latest Initial Number of Users, the number of Users under your Permanent License shall automatically be reduced accordingly and shall be deemed the new "Initial Number of Users". In addition, in such case, you waive any claim you may have with respect to such decrease of Users or with respect to any request to re-increase the number of Users under the Permanent License to the original Initial Number of Users. Except as set forth in this Section, all other terms and conditions of this Agreement which apply to the Term License shall apply to the Permanent License, mutatis mutandis.
- 3. **Evaluation License**. Licensor may grant you a time limited, non-exclusive, non-transferable, non-sublicensable license to use the Software internally on your internal network only, during an evaluation period to be determined by Licensor in its sole discretion (the "**Evaluation Period**") solely for trial and evaluation purposes (the "**Evaluation License**"). Licensor may extend or terminate the Evaluation Period anytime at its sole discretion. Notwithstanding anything to the contrary in this Agreement, any such use by you of the Evaluation License and any support services or other Services provided to you by Licensor in connection therewith will be: (i) on an "as-is" basis, without warranties of any kind, including without any obligation to provide you support services or any other Services, and (ii) without any liability whatsoever. You may not publish or make available to the public, without Licensor's prior written approval, your impressions, evaluations, notes or recommendations from the use of the Evaluation License during the Evaluation Period. Except as set forth in this Section, all other terms and conditions of this Agreement which apply to the Term License shall apply to the Evaluation License, *mutatis mutandis*.
- 4. **Other Rights and Limitations**. You may not, and may not permit or aid others to, translate, reverse engineer, decompile, disassemble, update, modify, reproduce, duplicate, copy,

distribute, place the Software onto a server so that it is accessible by third parties via a public network or otherwise disseminate all or any part of the Software, or extract source code from the object code of the Software. You may not sell, assign, sublicense, transfer, pledge, lease, rent, or share your rights or obligations under this Agreement. Any data processed, shared, transferred or otherwise used by you, including any of your users, is your sole responsibility (including the back up of your data). Notwithstanding Section 8 below, a breach by you of this Section shall entitle Licensor to terminate the Agreement and any Term License hereunder immediately, without prior notice to you.

- 5. Proprietary Rights. You acknowledge and agree that the Software is a proprietary product of Licensor, protected under copyright laws and international treaties. You further acknowledge and agree that all rights, titles and interests in and to the Software and any derivatives thereof are and shall remain with Licensor. All Intellectual Property Rights evidenced by or embodied in or attached, connected or related to the Software and Documentation, including any revisions, corrections, modifications, enhancements, updates or upgrades thereof are and shall remain owned solely by Licensor. This Agreement does not convey to you any interest in or to the Software, except for a limited right of use as set forth herein, terminable in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of Licensor's Intellectual Property Rights under any law. The Software shall collect certain metadata or usage data with respect to your use of the Software as further detailed in the Documentation. This information shall be exclusively owned by you and shall be used by Licensor solely for internal business purposes, including for improvement of the Software and the support services. You may choose not to activate this function by manually selecting "I Refuse" during the installation process. For the purpose of this Agreement, "Intellectual Property Rights" means all intangible legal rights, titles and interests including without limitation, all inventions, patents, patent applications, trademarks, service marks, trade dress, logos, trade names, and corporate names, domain names, any work of authorship, copyrights, trade secrets, Confidential Information (as defined below), and all other proprietary rights in whatever form or medium, in each case on a worldwide basis; together with all revisions, extensions, reexaminations translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith.
- 6. **Confidentiality**. During the term of this Agreement, each party may be provided with certain non-public proprietary, confidential or trade secret information or data of the other party, which given the totality of the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively (the "**Confidential Information**"). Without limitation from the generality of the above said, Confidential Information shall include sensitive information, including without limitation, any information identified as confidential,

the Software, Documentation, roadmap, information related to Licensor's business, products, internal practices and any proprietary or sensitive information of Licensor (together, regardless of the manner in which it is furnished, the "Confidential Information"). Confidential Information shall exclude any information that (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement and/or any other confidentiality obligations; or (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement or any use of or reference to the disclosing party's Confidential Information. The receiving party agrees: (a) not to disclose the disclosing party's Confidential Information to any third parties other than to its controlled affiliates and their directors, officers, employees, advisors or consultants (collectively, the "Representatives") on a strict "need to know" basis only, and provided that such Representatives are bound by written agreements to comply with the confidentiality obligations as protective as those contained herein; (b) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (c) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in no event be less than a reasonable degree of care. The receiving party shall remain liable at all times for any breach of this Section by any of its Representatives. Notwithstanding the foregoing, if the receiving party is required by legal process or any applicable law, rule or regulation, to disclose any of disclosing party's Confidential Information, then prior to such disclosure, the receiving party will give prompt written notice to the disclosing party so that it may seek a protective order or other appropriate relief. The receiving party agrees that the disclosing party, in addition to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief in any court of competent jurisdiction to enforce obligations under this Section. The parties' obligations with respect to Confidential Information shall expire five years following termination or expiration of this Agreement, unless a longer period of protection applies under applicable law.

7. **Term License Fees**. In consideration of the Term License, you shall pay the applicable Term License fees to Licensor or the Reseller, as applicable. If you purchase the Software directly from Licensor, you shall pay and bear the burden of any governmental or local taxes separately stated in any invoice issued hereunder with respect to the provision of Software or services (including, but not limited to, sales tax, use tax, VAT, withholding tax (and gross up any

- payments due to Licensor), digital economy tax, and technical service fee and excluding any tax based on Licensor's net income). All payments under this Agreement are non-refundable.
- 8. Term and Termination. This Agreement shall remain in effect unless terminated in accordance with the terms hereof. Each Term License shall be valid for the period set forth in the applicable Purchase Confirmation and shall be governed by the terms of this Agreement for as long as the applicable Term License is in effect, unless terminated by Licensor as set forth herein. Except as provided otherwise in this Agreement, Licensor may terminate this Agreement and/or the applicable Term License subject to a fourteen (14) days prior written notice to be sent by Licensor upon the breach by you of any term hereof. Any termination of this Agreement shall also terminate any Term License granted hereunder. Upon termination of this Agreement and/or a Term License for any reason, you agree to destroy and remove from all computers, hard drives, networks, and other storage media all copies of the Software and Documentation with respect to which the Term License was terminated and, at the request of Licensor, to so certify to Licensor that such actions have been performed within 10 days of Licensor's request. Sections 2, 4, 5, 6, 8, 9, 12, 13, 16, 17 and 19 of this Agreement shall survive any termination of this Agreement.
- 9. Limited Warranty. Subject to the payment of the fees for the applicable Term License (when due), Licensor warrants, for your benefit only, that for a period of three (3) months from the date on which a Term License was delivered to you by Licensor (the "Warranty Period") the Software shall operate materially in accordance with the Documentation. This limited warranty provided by Licensor during the Warranty Period shall not apply if (i) failure of the Software has resulted from accident, abuse, unauthorized use or misapplication; (ii) any modifications were made to the Software by you or any third party; (iii) the Software has not been properly installed, operated, repaired or maintained in accordance with the instructions supplied by Licensor; (iv) the Software was used on or in conjunction with hardware or software other than hardware and software with which the Software was designed to be used as described in the Documentation. In the event of a breach of this warranty by Licensor during the Warranty Period, Licensor's sole obligation and your sole remedy shall be, at Licensor's sole discretion, to replace or repair the Software or component thereof that does not meet the foregoing limited warranty, according to the terms of the SLA (as defined below), free of charge. Warranty claims should be made within the Warranty Period. Any replacement or repaired component will be warranted for the remainder of the original Warranty Period or for a period of 30 days, whichever is longer.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS LICENSED AND ANY SERVICES RENDERED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS, AND LICENSOR HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER

EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY OR NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE SHALL BE UNINTERRUPTED, THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR FREE OR THAT IT SHALL MEET YOUR REQUIREMENTS. NO LICENSOR'S DEALER, CHANNEL PARTNER, RESELLER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS WARRANTY. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

FURTHER, THE RESELLER IS NOT AUTHORIZED TO MAKE ANY PROMISES OR COMMITMENTS ON LICENSOR'S BEHALF, AND LICENSOR SHALL NOT BE BOUND BY ANY OBLIGATIONS TO YOU OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT.

- 10. <u>Maintenance and Support</u>. Licensor shall provide you with support services in connection with the Software, all subject to the terms of this Agreement and Licensor's standard support principles ("SLA"). You hereby confirm and acknowledge that Licensor's performance of its obligations under this Agreement requires your cooperation, including as set forth in the SLA.
- 11. <u>Additional Services</u>. Licensor may provide you, from time to time, with certain services which are supplemental or ancillary to your use of the Software, including without limitation, professional services, onboarding services, penetration test services and forensic services ("Services"). Unless otherwise acknowledged or agreed by the parties, all Services shall be subject to the terms and conditions of this Agreement.
- 12. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, LICENSOR'S CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, COST OR DAMAGE RESULTING FROM OR IN CONNECTION WITH ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES OR THE TERM LICENSE SHALL NOT EXCEED THE LICENSE FEES OR SUPPORT FEES, AS APPLICABLE, ACTUALLY PAID TO LICENSOR DURING THE TWELVE (12) MONTHS' PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT OR OTHERWISE, SHALL LICENSOR OR ITS SUPPLIERS, RESELLERS OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, LOST PROFITS, LOSS OR CORRUPTION OF DATA OR INTERRUPTION OF USE OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND IN SUCH JURISDICTIONS, THESS LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

- 13. Audit. You agree that Licensor shall be entitled to monitor your use of the Software and generate accurate, complete and auditable records of your use of the Software. If at any time you become aware that you have used any Software in contravention of the conditions set forth in this Agreement, you shall promptly notify Licensor in writing of such use and pay any additional fees for the Software or features or functionality thereof actually used by you. Licensor reserves the right to audit your use of the Software, at Licensor's expense, to ensure compliance with the terms and conditions of this Agreement. All audits shall be conducted remotely from Licensor's site(s), during regular business hours and shall not unreasonably interfere with your business activities. You shall use your best efforts to cooperate with Licensor and its auditors in a timely manner. If the audit reveals any underpayments of any fees payable under this Agreement or use in contravention of the conditions set forth in this Agreement, you shall: (a) promptly pay the outstanding amounts, plus interest from the due date at a rate equal of the lesser of 1.5% per month (or part thereof) or the maximum legal rate permitted, to bring your use into compliance, and (b) reimburse Licensor for the cost of such audit. The foregoing is without derogating from any other right or remedy Licensor may have under this Agreement or law.
- 14. **Qualifications and Limitations Basis of Bargain**. The limited warranty, exclusive remedies and limited liability provisions set forth herein are fundamental elements of this Agreement and the Term License granted hereunder, and you accept and confirm that Licensor would not be able to provide the Software on an economic basis without such limitations.
- 15. **Third Party Software**. The Software contains software provided by third parties. The restrictions contained in this Agreement shall apply to all such third-party software providers and third party software as if they were Licensor's and the Software, respectively. In addition, certain Software may contain software provided by Oracle, Inc. Such software is subject to specific Oracle provisions which can be found in https://help.varonis.com/s/terms-and-conditions in addition to those contained in this Agreement.
- 16. **Trade Compliance**. You acknowledge that the Software is subject to United States Financial Sanctions Regulations and the U.S. Export Administration Regulations. In connection with activity under this Agreement or the Term License, you agree to comply with all financial sanctions and export control laws, regulations, and orders administered by the U.S. Government and/or, to the extent consistent with U.S. antiboycott law, with comparable controls imposed by other governments having jurisdiction over activities under this Agreement (collectively, "Trade Control Laws") to assure that the Software is not exported, re-exported, transferred, installed or accessed, directly or indirectly, in violation of such Trade Control Laws. You warrant that neither you nor any party/ies that individually or in the aggregate own 50% or more you, nor, to the best of your knowledge, any party authorized by you to use the Software, are subject to financial sanctions or other restriction on receipt of goods or services imposed by applicable Trade Control Laws (collectively, "Restricted Parties"), and agree that it

shall be deemed a material breach if you violate Trade Control Laws in connection with activity under this Agreement, or become a Restricted Party, or otherwise become subject to applicable restrictions under Trade Control Laws, whether such restrictions apply to you or to the region in which you are located including any restrictions that result in a requirement not to use License Exception ENC and instead obtain an export license or similar government authorization to supply you with products or services. You agree to reasonably cooperate and assist Varonis or any of its representatives with an audit, review, or investigation of your compliance with applicable laws and regulations as set forth in this Section. In connection with such review, audit or investigation, you will deliver to Varonis all relevant records, information and documents reasonably requested by Varonis and any such information shall be deemed your Confidential Information. Subscriber will immediately rectify non-compliance as requested by Varonis. The foregoing is without derogating from any other right or remedy Varonis might have under this Agreement or under any applicable law. Notwithstanding Section 8 above, a breach by you of this Section shall entitle Varonis to terminate the Agreement and any rights granted hereunder immediately upon notice to you.

- 17. **Governing Law and Jurisdiction; Litigation Costs**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, regardless of its conflict of laws rules. The federal and state courts located in the city of New York, New York shall have sole and exclusive jurisdiction over any dispute under this Agreement or otherwise related to the Software; provided, however, that Licensor may bring actions for breach of Sections 1, 2, 5 or 6 hereof in any court of competent jurisdiction.
- 18. **Publicity**. Subject to the confidentiality obligations of the parties, the parties agree that they shall be entitled to issue one or more press releases disclosing the relationship entered into hereby and announcing delivery of the Software by Licensor. Each party may refer to the other party in its public filings and marketing materials, including its website, as a customer or vendor, as applicable, provided however, that any such public reference to the other party shall be subject to such party's prior written consent.
- 19. Miscellaneous. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof. Licensor shall be entitled to exercise its rights under this Agreement through any of its affiliates. This Agreement, including any exhibits referred to hereto, represents the entire agreement concerning the subject matter hereof and supersedes any prior proposal, representation or understanding between the parties regarding the subject matter hereof, including any non-disclosure agreement entered into by the parties hereto. You may not assign this Agreement to any third party without the prior written consent of Licensor. Licensor expressly reserves the right to assign this Agreement to any third party. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the

event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. The application of the United Nations Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are expressly excluded. This Agreement may be signed

in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered, if delivered by messenger during normal business hours of the recipient; when sent, if transmitted by email transmission (receipt confirmed and with a confirmation copy sent by post) during normal business hours of the recipient; or on the third business day following posting, if posted by international air mail. Notices to Licensor shall be sent to: 1250 Broadway, 28th floor, New York, NY 10001, USA; **Attn**: Varonis Legal Department, <a href="mailto:legal@varonis.com">legal@varonis.com</a>.

I HAVE READ AND UNDERSTOOD THIS MASTER LICENSE AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS.

Please indicate your acceptance by choosing 'I agree'.

DocuSign Envelope ID: 840E7010-6C76-4A57-83C5-163786B58B91
ATTACHED FOR REFERENCE PURPOSES

# DocuSign Envelope ID: 840E7010-6C76-4A57-83C5-163786B58B91 [DOCUSIGN] IN I ERNAL CONTRACT REQUISITION FORM

CONTRACTOR/VENDOR NAME: NWN CORPORATION					VEN	64		XCO.	
CONTR	RACTOR NAME	& E-MAIL (INDIV	VIDUAL E-SIGNING	FOR THE CONTRACT	TOR):				V Q
JAMES		•	velch@nwncarousel.co		- /-			1.	19.91
Print Na	me	<u>E</u> -	Mail Address						1001
TYPE C	OF CONTRACT:	: New Renewal	Amendment Ser	vices Goods Cons	ulting Construction	Lease Other			
SCOPE	OF WORK: VA	RONIS 365 LICENSE	RENEWAL						
				TERM: 03/08/2024-09/30	/2024 <b>RFP</b>	/IFB/RFO#: NCF	PA #01-97		
				alTitle/Name of					
			RES APPLICABLE?						
ITEM	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT	GRANT NUMBER	MATERIAL	TOTAL	I/D	ADDITIONAL
LINE#	FUND	COST CENTER	G/L ACCOUNT	(Grants/Projects Only)	GRANT NUMBER	GROUP#	TOTAL	1/10	INFO
1	1001010000	4200191000	5200140300			0026	\$160,992.06		
3									
	LANAGER Contra	 ct Requires Risk Managen	nent Review/Approval?	YES X NO	COUNTY ATTO	DRNEY			
Signature:	SEE ATT	CACHED	Date:						
Contract R	Lequires BOCC Appro	val? YES NO X Dat	te of BOCC Approval:	2/27/23 PRIOR APPROVAL	Reviewing Attorney:	SEE ATTACH	IED	Date:	
	SITIONER				— PURCHASING	MANAGER			
<b>DocuSig</b>	n E-Signature:		Da	ate:	Jonathan Haw	bley		Date:_	12/15/2023
	me/E-Mail:				995FEASIFAT E48Signati	ure			
	TMENT HEAPP			12/15/2023	Considered Prinance Signary Muss	CIAL OFFICER			12/15/2023
	<mark>n E-Signat</mark> ure am			Date:				Date:_	
		dMissoritaterim Busines	ss Manager		Docustgn E-Signati	<mark>ire</mark>			
E-Mail A	Address: tamaram	inor@aconc.gov							
					Dr. Kimberly			D.	12/19/2023
Additio	nal Comments/Inst	tructions by Departmen	nt:		SERFORGUERS BASIGNATI			Date:	
					SEAFOHOUSUS PHOSIS NAIL	ire			
					CLERK TO TH	E BOARD			
					CEERII TO TII	a Borna		Date:	
					Docusign E-Signati	ure			
FUND	S RESERVAT	ΓΙΟΝ# 24-858							
					IS&T DEPT				
Purchas	ing Comments: (	COMP						Date:	
		AL IS ATTACHED T	TO THE FR IN SAP		Docusign E-Signati	<mark>ıre</mark>			

DocuSign Envelope ID: 840E7010-6C76-4A57-83C5-163786B58B91

N.C.G.S. §65-25 et. seq. and further agrees to require its subcontractors to comply as applicable.



#### **COUNTY OF DURHAM**

Purchasing Division of the Finance Department 201 East Main Street 7th Floor, Durham NC 27701 919-560-0051(Telephone); 919-560-0057(Fax)

# **Funds Reservation 2400000858**

General Data					
Company code	DCNC	Document date Posting date	12/12/2023 12/12/2023		
More Data  Text SUBS	SCRIPTION LICENSE RENEWAL 03.				
		00/24-03/00/24			
Overall Amount To Approve	160,992.06 USD	0.00 USD			

Document ite	em 001			
Text	VARONIS 365 LICENSE REN	NEWAL		
Fund	1001010000	Funds center	4200191000	
Cost Center	4200191000	G/L account	5200140300	
Vendor	1000011364	Vendor Name	NWN CORP	
Ordering Address	S	Ordering Addres	s	
Grant	NOT_RELEVANT	WBS Element		
Amount	160,9	992.06 USD		
Open amount	160,9	992.06 USD		
To approve		0.00 USD		

PURCHASING OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



North Carolina Durham County

#### **CERTIFICATION**

I, Monica W. Wallace, the duly appointed and qualified Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

Board of County Commissioners authorized the County Manager to approve the renewal of the County's annual contract with NWN to continue the usage of Varonis Cloud and Security Analytics licenses. The amount of this contract was \$174,222.36.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 27th day of February 2023.

**A** 

MONICA W. WALLACE

Clerk to the Board of County Commissioners



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

tilis certificate does not comer ng	into to the certificate fioliter	ili ileu oi sucii	endorsement(s).	
PRODUCER			CONTACT April Ruiz	
RSC Insurance Brokerage, Inc.			PHONE (A/C, No, Ext):	FAX (A/C, No):
750 Third Ave		ſ	E-MÂIL ADDRESS: aruiz@krautergroup.com	
15th Floor			INSURER(S) AFFORDING COVERAG	E NAIC#
New York	NY	10017	INSURER A: Hartford Fire Insurance Co	19682
INSURED			INSURER B: Hartford Casualty Insurance Co	29424
NWN Corporation			INSURER C: Hartford Ins Co of the Midwest	37478
659 South County Traill			INSURER D: Indian Harbor Insurance Company	
			INSURER E :	
Exeter	RI	02822	INSURER F:	
COVERAGES	CERTIFICATE NUMBER:	CL235446255	REVISION N	IMRER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LIR		INSD	WVD	POLICT NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED \$ 300,000
							MED EXP (Any one person) \$ 10,000
Α			Υ	08 UUN BB6213	05/07/2023	05/07/2024	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT \$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person) \$
В	OWNED SCHEDULED AUTOS ONLY		Υ	08UENBB6262	05/07/2023	05/07/2024	BODILY INJURY (Per accident) \$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	★ Comp\$1,000    ★ Coll\$1,000						\$
	➤ UMBRELLA LIAB						EACH OCCURRENCE \$ 13,000,000
В	EXCESS LIAB CLAIMS-MADE		Υ	08XHUBB5564	05/07/2023	05/07/2024	AGGREGATE \$ 13,000,000
1	DED   RETENTION \$ 10,000						\$
	WORKERS COMPENSATION						➤ PER OTH- STATUTE ER
l c	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A	Υ	08WBAS3SJK	05/07/2023	05/07/2024	E.L. EACH ACCIDENT \$ 1,000,000
	(Mandatory in NH)		•		3,0.,2020	-3,0.,2021	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Primary Tech E&O/Cyber Liability						Per Occ/Aggregate Limit: \$5,000,000
D	Fillinary recir E&O/Cyber Elability			MTP9043167 02	05/07/2023	05/07/2024	Retention: \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A Waiver of Subrogation applies in favor of Durham County on the General Liability, Auto Liability, Umbrella Liability, and Worker's Compensation policies.

CERTIFICAT	E HOLDER		CANCELLATION
	Durham County 200 E. Main Street		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	200 E. Maiii Giroot		AUTHORIZED REPRESENTATIVE
	Durham I	NC 27701	RSC Imm Browne Inc.



#### Q-109653

**Generated Date: 12/04/2023** 

Opportunity Name: 2023 Varonis Renewal

**Opportunity Number: OP-87999** 

Sales Out Contract #: CI\_National NCPA 01-97\_Synnex

Account Name: County of Durham, NC - HQ

Primary Contact: Antonio Davis Contact Phone: (919) 560-7013 Contact Email: adavis@dconc.gov

#### **BILL TO**

County of Durham, NC - HQ 200 E Main St Bsmt 4 Durham, NC 27701-3649 NWN Carousel

Sales Rep: James Welch Sales Rep Phone: (919) 653-4461

Sales Rep Email: jwelch@nwncarousel.com

#### **SHIP TO**

County of Durham, NC - HQ 200 E Main St Bsmt 4 Durham, NC 27701-3649

#### **Product**

#	ITEM	DESCRIPTION	QTY	UNIT PRICE**	EXT. TOTAL
1.	CL-1-5OS	VARONIS SYSTEMS INC. : 2 Collector On-prem subscription  Coverage Date: 3/8/2024 - 9/30/2024	1	\$2,228.47	\$2,228.47
2.	DAAZ-2001-2500OS	VARONIS SYSTEMS INC.: 2001 DatAdvantage for Azure On-prem subscription for 12 Months  Coverage Date: 3/8/2024 - 9/30/2024	2175	\$5.04	\$10,962.00
3.	DAOS-2001-2500OS	VARONIS SYSTEMS INC. : 2250 DatAdvantage for OneDrive and SharePoint Online Bundle Onprem subscription for 12 Months  Coverage Date: 3/8/2024 - 9/30/2024	2175	\$11.66	\$25,360.50
4.	EDGE-2001-2500OS	VARONIS SYSTEMS INC. : Edge On-prem subscription for 2001 Users  Coverage Date: 3/8/2024 - 9/30/2024	2175	\$5.07	\$11,027.25
5.	DCOS-2001-2500OS	VARONIS SYSTEMS INC. : 2250 Data Classification Framework for OneDrive and SharePoint Online Onprem subscription for 12 Months	2175	\$9.73	\$21,162.75

		Coverage Date: 3/8/2024 - 9/30/2024			
6.	DADS-2001-2500OS	VARONIS SYSTEMS INC.: 2001 DatAdvantage for Directory Services On-prem subscription for 12 Months	2175	\$9.05	\$19,683.75
		Coverage Date: 3/8/2024 - 9/30/2024			
7.	DLS-2001-2500OS	VARONIS SYSTEMS INC.: DatAlert Suite On- prem subscription for 2001 Users for 12 Months	2175	\$9.05	\$19,683.75
		Coverage Date: 3/8/2024 - 9/30/2024			
8.	CL-1-5MS	VARONIS SYSTEMS INC. : Collector MS	1	\$1,483.59	\$1,483.59
		Coverage Date: 10/1/2023 - 9/30/2024			
9.	DAW-1501-2000MS	VARONIS SYSTEMS INC. : DatAdvantage - WIN MS	2000	\$11.12	\$22,240.00
		Coverage Date: 10/1/2023 - 9/30/2024			
10.	AE-1501-2000MS	VARONIS SYSTEMS INC. : Automation Engine MS	2000	\$5.58	\$11,160.00
		Coverage Date: 10/1/2023 - 9/30/2024			
11.	DCF-1501-2000MS	VARONIS SYSTEMS INC. : Data Classification MS	2000	\$8.00	\$16,000.00
		Coverage Date: 10/1/2023 - 9/30/2024			
				Total:	\$160,992.06

<sup>\*\*</sup>The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order.

Financial Summary				
ITEM TOTAL				
Quote Sub-Total:	\$160,992.06			
One-Time Ext. Total:	\$160,992.06			

Billing and Payment Terms					
ITEM	TERM				
Billing Terms:					
Payment Terms:	Net 30 Days				
Payment Schedule:					

#### **Statement of Confidentiality**

This quote has been developed by NWN Carousel and is NWN Carousel's proprietary trade secret and business confidential information. This quote may not be released to another vendor, business partner or contractor without prior written consent from NWN Carousel.

#### **Additional Information**

# Advanced Technology Solutions Aggregator (TD SYNNEX)

Region 14 ESC - TX

Contract Number: 01-97

Initial Term: August 1, 2019 to July 31, 2022

Renewal Options: Option to renew for two (2) additional one (1) year periods through July 31, 2024

# RENEWED THROUGH July 31, 2024

# **Master Agreement Documents**

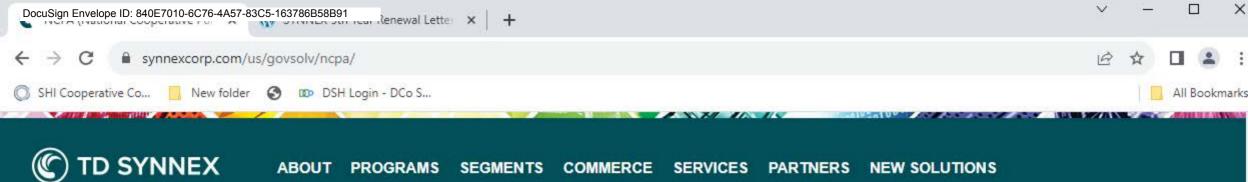
- Official Signed Contract
- Contract Award Letter
- Contract Renewal 1
- Product Line Card
- Authorized Resellers
- Federal Funds Certification

# **Response Evaluation**

- Supplier Response to RFP
- Evaluation Documents

#### Solicitation Process

- Original RFP Document
- · Proof of Publication









Home

Solutions

Support & Services

**Partners** 

Contact



#### NCPA (National Cooperative Purchasing Alliance) 01-97 Advanced Technology Solutions Aggregator

NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states.

NCPA works with a lead public agency, who competitively solicits master contracts. Contracts are awarded based on quality, performance, and most importantly pricing.

NCPA contracts are available for use to over 90,000 agencies nationwide in both the public and nonprofit sectors including: K-12, Higher Education, City, County, State, Healthcare, Church/Religious and all Non-profit organizations.

#### **Authorized Dealer Program**

TD SYNNEX offers a Dealer Program that provides select reseller partners the ability to sell to NCPA members using this contract. The Dealer is authorized to invoice the NCPA member and accept payment on behalf of TD SYNNEX, subject to the following requirements:

- · Reseller must have a current account in good standing at TD SYNNEX and signed Dealer Agreement. To participate, please send request to NCPA@tdsynnex.com.
- . Dealer quote will include the NCPA contract price and your cost from TD SYNNEX.
- . Enduser pricing can NOT exceed the NCPA Contract Price but can be discounted by the Dealer.
- Dealer must identify all NCPA quotes and orders to TD SYNNEX. Quotes can be obtained at NCPA@tdsynnex.com.
- Both the End user and Dealer POs should reference the NCPA Contract number (NCPA 01-97). Dealer is responsible for maintaining a copy of these POs for audit purposes for up to 3 years following the date of that sale.
- TD SYNNEX and manufacturers' standard commercial certifications/authorizations are required for participation.
- Reseller must submit a report of all sales, or a zero sales report, by the 5th of each month through our reporting portal here.

NCPA Contract Extension Letter

Authorized Resellers

NCPA MembershipOMNIA 01-97 Authorized Reseller Listing December 2023

NCPA Terms and Conditions

NCPA SYNNEX Services

NCPA Pricing Calculator

Reach out to your dedicated Public Sector Specialist listed on the Public Sector Contracts Team Map for help with our Contracts.

The NCPA 01-97 Contract covers all vendor product lines available at TD SYNNEX. TD SYNNEX' and manufacturers' standard commercial certifications/authorizations are required for participation, in addition to any requirements specific to Public Sector or this contract. Please reach out to NCPA@TDSYNNEX.com for assistance.







# **Region XIV Education Service Center**

1850 Highway 351 Abilene, TX 79601-4750 325-675-8600 FAX 325-675-8659

Wednesday, September 1st, 2021

SYNNEX Corporation ATTN: Daniel T. Brennan 39 Pelham Ridge Drive Greenville, SC 29615

Re: Annual Renewal of NCPA contract #01-97

Dear David:

Region XIV Education Service Center is happy to announce that SYNNEX Corporation has been awarded an annual contract renewal for Advanced Technology Solutions Aggregator based on the proposal submitted to Region XIV ESC.

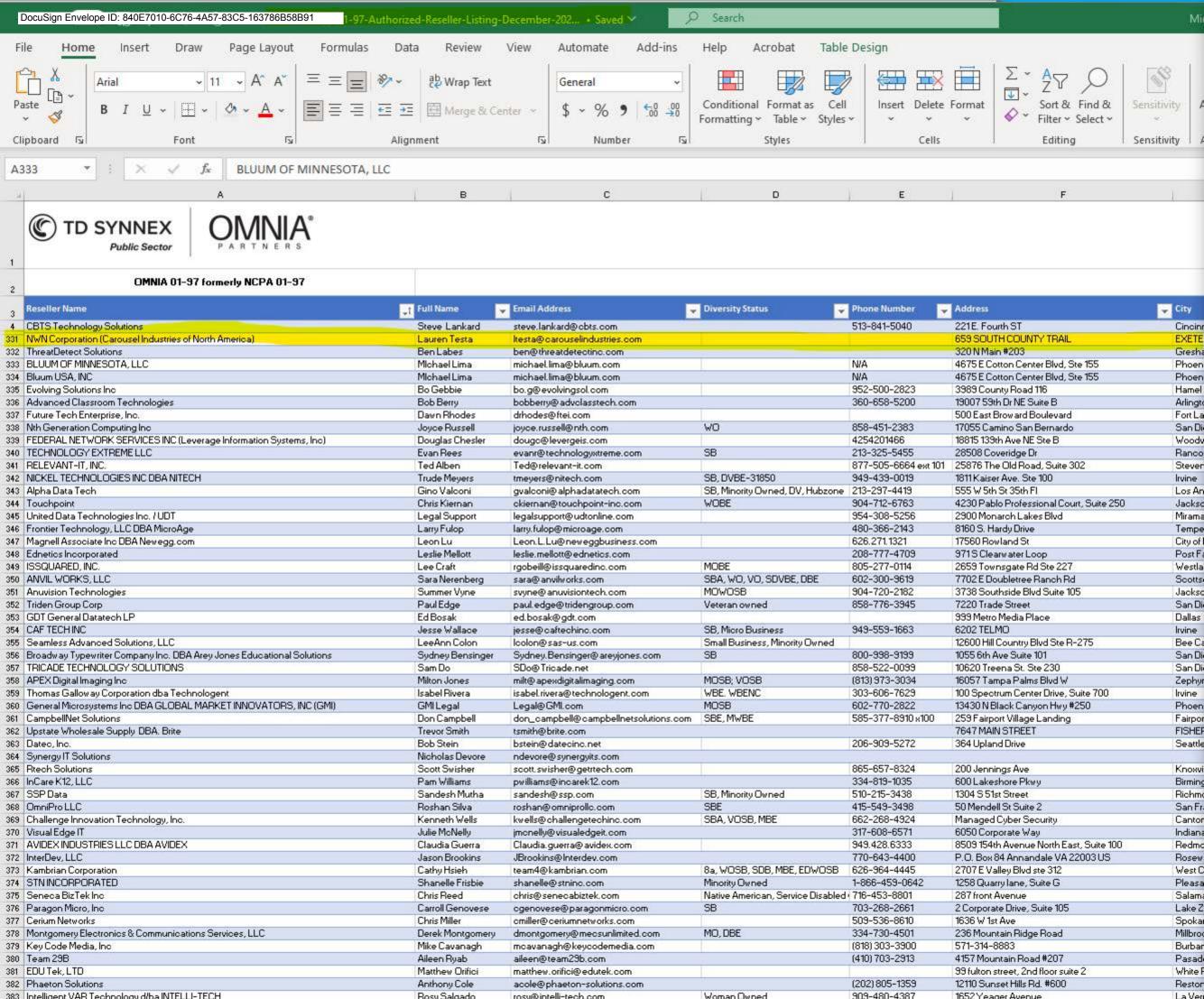
The contract will expire on July 31<sup>st</sup>, 2024, completing the fifth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

**Shane Fields** 

Region XIV, Executive Director



CORPORATION



# 2019 LINE CARD (CONT.)

Tangent Computers Tannoy Targus TCP Wave TDK TEAC

TeamOne Networking Team Viewer Teamboard TEC Lighting, INC Tech Global Tech Products 360 Techguard Security Technologies LTD.

Tegile TEKLYNX International Telephonetics Teles Telit

TelWork Tely Labs Tempest Lighting Tempusnova Tenergy Teradici TeraMedica Teras Texthelp The Joy Factory

Thecus Thermal Take ThingLogix ThreatTrack Tidebreak Tiger-Vac Titan Radio Tommo Toolfarm Toopher Top Patch Toshiba Toshiba Security

Toshiba-Tec Total Computing Solutions

Total Micro Totoku Motor Touch Systems

TPcast TPG TPK VD

Tracewell Systems Track Scan Transcend Information

Tranxition Tramolo Security TRENDnet Trenton Systems

TRG Group (Wenger/SwissGear)

Triad Floors Tri-Color Trident Systems Tripp Lite Tripwire Trisys Troy MICR TSC TSI Touch Truff Technologies

Turtle by Perm-A-Store TVS (Eversun- Technologies) Twinhead

Twistlock Tyan Tycon Power

UMANGO Uniform Industrial Corp Uninse

Unitech America Universal Devices Uniwide

UNXIS (SCO) Unytouch Manufacturing/Firebox Upcycle Goods

**UPEK** 

Uptime Devices Urban Armor Gear **US Robotics** Utility Associates Utimaco

Valcom VanDyke Software Vantage Point Vantec

Vation Ventures

Vaudt VCOM - Hamilton Buhl

VD0360 Veilux. Velociting VeloCloud Veracity Verbatim

Verizon Enterprise

Vertiv Victorinox Victory Multimedia Videobank Digital Videxio Viewer Central ViewSonic VIO Vircom Virsto Virtuu Visage Mobile Vision Wireless Visioneer

VisionMAX Vistaquest Vivid Laminators VM Electronics Vorp Energy VSS Monitoring Vtech

**VuPoint** VuRyte VWR/Triumph Boards VXL Instruments

Warp Mechanics Wasp Bar Code

WD, a Western Digital Company

Webroot Wellbeats Weltron WePresent West Penn Wire Westinghouse

Wiresoft

WeVideo White Label Document Services

WhyGosh Williams Software Group WinMagic Winston International

Wirexpress Wizard Wall Wolters Kluwer Health Women In Bags / Fabrique Wondersign Woodware Furniture Worthington Distribution

Woven Systems Wyse

X-Rite Pantone X-10 Xerox Xerox Scanner XEX ХіЗ XPand Cinema Xplore Technologies Xsigo

Xtreme Cables XtremeMac XYZ Printing

Yamaha YouSendIt Vineer

Zend Technologies Zettaset Ziften Technologies Zimbra Zinstall 7LINE Zoom Video Zotac ZyXel

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#### Contact Us:

1.800.456.4822 www.synnex.com