
**STANDARD ADDENDUM TO LEASE PURCHASE AGREEMENT BY AND BETWEEN
THE MAYOR AND COUNCIL OF ROCKVILLE AND CISCO SYSTEMS CAPITAL
CORPORATION**

This Standard Addendum to Lease Purchase Agreement 500-50707166 dated as of November 4, 2025 (the “**Addendum**”) by and between the Mayor and Council of Rockville, a Maryland municipal corporation and body politic (the “**Mayor and Council**”, “**City**”, or “**Lessee**”), and Cisco Systems Capital Corporation, a Nevada corporation, authorized to do business in Maryland (“**Cisco**”, “**Contractor**”, or “**Lessor**”) is entered into as of the ____ day of _____, 2025 (“**Effective Date**”). The Mayor and Council and the Contractor are the “**Parties**” to this Agreement.

RECITALS

WHEREAS, the Mayor and Council desires to procure on behalf of the City of Rockville Department of Information Technology (the “**IT Department**”), various Cisco products, maintenance services and solutions (“**Cisco Hardware and Maintenance Services**”); and

WHEREAS, in accordance with Section 17-71(b) of the Rockville City Code, the City may enter into a contract to procure the Cisco Hardware and Maintenance Services from the contractor without utilizing the City’s formal solicitation process if (i) if the contractor has entered into a contract to provide the Cisco Hardware and Maintenance Services to “other state or local governments or agencies,” (ii) the other state or local government or agency arrived at the contract terms for the Cisco Hardware and Maintenance Services with the contractor “through a competitive procurement procedure similar to the procedure used by the City,” and (iii) the City obtains the same contract terms the contractor offered to the other state or local government or agency; and

WHEREAS, contemporaneously with this Agreement, the City is procuring the Cisco Hardware and Maintenance Services from a Cisco authorized vendor, DISYS Solutions Inc. (“**DSI**”), in accordance with Rockville City Code Section 17-71(b); and

WHEREAS, in order to obtain the Cisco Hardware and Maintenance Services, the City desires to obtain the equipment through a Lease Purchase Agreement with the Contractor wherein the Contractor will provide the funds to DSI for the Cisco Hardware and Maintenance Services being provided to the City through DSI.

WHEREAS, the Contractor requires purchasers entering into a lease to purchase arrangement to sign its Lease Purchase Agreement, attached and incorporated herein as **Attachment A** (the “**Agreement**”); and

WHEREAS, the Parties agree that the Agreement is modified as noted in this Addendum.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. RECITALS & ORDER OF PRECEDENCE

- A. **Incorporation of Recitals.** The foregoing recitals above are an integral part of this Addendum and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Addendum. Accordingly, the recitals above are fully incorporated into this Addendum by this reference as if fully set forth herein.
- B. **Order of Precedence.** This Addendum prevails in the event of any inconsistency between this Addendum, the Agreement, and any attachments. Any term or condition of the Agreement not superseded by a term or condition of this Addendum shall remain in full force and effect. Capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement.

II. PAYMENT AMOUNT

- A. **Amount.** The amount of to be paid the Contractor shall not exceed **ONE MILLION NINE HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED SIXTY-SIX AND 90/100 DOLLARS (\$1,918,566.90)** over the term of the Agreement.

III. ADDITIONAL TERMS:

- A. The following terms are expressly superseded by this Addendum, to wit:
- i. Any automatic renewal or extension of the Agreement beyond the Maximum Lease Term as set forth in the Agreement.
 - ii. Any requirement that the Mayor and Council of Rockville indemnify or hold harmless the Contractor for any act or omission. Section 7.5 of the Agreement shall be deleted in its entirety and replaced with the following:

7.05. Risk of Loss Covenants. Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, including but not limited to the Local Government Tort Claims Act, Section 5-303(a), Courts & Judicial Proceedings Article, Annotated Code of Maryland, Lessee shall bear the risk of loss for, shall pay directly, and defend Lessor against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses

that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor

- iii. Any imposition of interest charges contrary to Maryland's laws relating to Prompt Payment.
- iv. Any provision requiring the law of any state other than Maryland in interpreting or enforcing the Agreement or requiring or permitting any dispute under the Agreement be resolved in the courts of any state other than Maryland and a County other than Montgomery County, Maryland.
- v. Any requirement of total or partial compensation or payment for lost profit or liquidated damages by the Mayor and Council of Rockville if the City terminates the Agreement.
- vi. Any limit to the time period in which claims or actions can be brought unless set forth in Maryland law.
- vii. Any language purporting to authorize unilateral modification of the Agreement by the Contractor.
- viii. Any language that might be construed as overriding the Mayor and Council's obligations to comply with the Maryland Open Records Act.
- ix. Any language binding the Mayor and Council to arbitration.
- x. Any obligation of the Mayor and Council to pay costs of collection or attorney's fees.
- xi. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undesigned City representative to bestow or incur on behalf of the Mayor and Council.
- xii. Any term that purports to require the City to pay costs that are beyond the funds annually appropriated by Mayor and Council.
- xiii. In Section 7.02 of the Agreement, Insurance, the language that reads "All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification" shall be deleted in its entirety and replaced with the following: "All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification."

B. To the extent authorized by law, the following terms are specifically incorporated, to wit:

- i. The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry,

color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

- C. **Legal Requirements.** The Contractor shall observe and comply with all Federal, State, County, and City laws, statutes, rules and regulations that affect the provision of software under this Agreement.
- D. **Legal Notices, Notices, Demands, and Communications Between the Parties.** Formal notices, demands, and communications between the Contractor and the Mayor and Council shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the Mayor and Council: City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850

Attention: Sara Taylor-Ferrell, City Clerk
Email: SFerrell@rockvillemd.gov
Telephone: (240) 314-8283

With a Copy to:

Robert E. Dawson, City Attorney
Email: RDawson@rockvillemd.gov
Telephone: (240) 314-8150

Jeff Mihelich, City Manager
Email: JMihelich@rockvillemd.gov
Telephone: (240) 314-8102

To the Contractor:

Cisco Capital Systems
1111 Old Eagle School Road
Wayne, PA 19807
Attn: Legal Department
Telephone: (610) 386-5000

- E. **Choice of Law & Venue.** The provisions of the Agreement shall be governed by the laws of the State of Maryland. Any civil action or legal proceeding arising out of or relating to this Contract shall be brought only in the courts of record of the State of Maryland in Montgomery County.
- F. **Authority of the City Manager in Disputes.** Any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the Agreement shall be decided by the City Manager who shall notify the Contractor in writing of the determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the Contractor's position. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the Chapter 17 of the Rockville City Code.
- G. **Limitation of Liability.** The limit of liability of Contractor to the City for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.
- H. **Mutual Waiver of Consequential Damages.** Notwithstanding anything to the contrary, on behalf of themselves, their governing officers and employees, the parties waive all claims against each other for consequential losses or damages, and punitive damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, excess construction costs, alternative construction means or methods, or losses of funding.
- I. **Proprietary Information.** The Mayor and Council agree, to the extent permitted by law, to hold material and information belonging to Contractor, which the Contractor has clearly identified as proprietary, trade secret, or confidential, in

strictest confidence. Contractor agrees to hold all material and information belonging to the Mayor and Council or the City's agents in strictest confidence and not to make use of this information other than for the performance of the contract obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data provided by one Party to the other. Information responsive to Public Information Act requests, or other lawful requests, may be required to be released.

- J. **Ethics Requirements.** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances, the Contractor represents that it is not in violation of such disclosure or ethics requirements to the extent applicable to this Agreement and the payment by the City for the software provided by Contractor.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Mayor and Council and the Contractor sign this Addendum.

CONTRACTOR

CISCO SYSTEMS CAPITAL CORPORATION,
a California Corporation

By: _____
Name: _____
Title: _____

MAYOR AND COUNCIL

Approved as to form:

**THE MAYOR AND COUNCIL OF
ROCKVILLE**, a body corporate and municipal
corporation of the State of Maryland

Robert E. Dawson, City Attorney

By: _____
Jeff Mihelich, City Manager

ATTACHMENT A

DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER 500-50707166

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

EXCEPT AS NOTED, ALL SIGNATURES MUST BE BY THE PERSON OR PERSONS AUTHORIZED IN LESSEE'S RESOLUTION.

I. LEASE PURCHASE AGREEMENT

a. Terms and Conditions

- Print name, title, sign and date
- Another authorized officer must attest the signature – must be signed by other than lease signor

b. Tax Designation and Covenants – The purpose of this document is to determine if the Tax-Exempt Lease Purchase Agreement meets the requirements for "Bank Qualification" under Section 265(b)(3)(B) of the Internal Revenue Code. How the Lessee answers the questions will not impact the current transaction; however, it does allow for proper categorization of the obligation and accurate reporting to the Internal Revenue Service.

- Initial as appropriate

c. Opinion of Counsel

- Lessee's legal counsel must sign, date and type in their name, the name of the firm, address and telephone number.

II. EXHIBIT A – PAYMENT SCHEDULE

- Print name, title, sign and date

III. EXHIBIT B – EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Print name, title, sign and date

IV. INCUMBENCY CERTIFICATE

To be signed by a person other than the person who signed the agreement and related Documents.

V. STATE SPECIFIC ADDENDA – Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, and TX.

- Print name, title, sign and date. Attest where required

VI. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

- Print name, title, sign and date

VII. 8038 - IRS FORM

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

VIII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE) :

- ☐ **Resolution** of governing body approving the purchase of the equipment and the resolution ratifying the financing. (Note: If the purchase resolution and financing were done in one resolution that is sufficient.)
- ☒ **Vendor invoice** listing customer as both bill to and ship to party (to be provided by vendor)
- ☒ **Advance payment check** made payable to Cisco Systems Capital Corporation
- ☒ **Completed Billing Information form**
- ☒ **State sales tax exemption certificate**
- ☒ **Original documents**
- ☒ **Escrow Agreement** – Return signed Escrow Agreement Incumbency Certificate & Lessee W9
- ☒ **Property Insurance Certificate** listing Cisco Systems Capital and Its Assigns as "loss payee".
- ☒ **Liability Insurance Certificate** listing Cisco Systems Capital and Its Assigns as Certificate Holder.

ALL DOCUMENTATION SHOULD BE RETURNED TO:

Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 • 800-736-0220

Attn: Jazmine Washington

Email: csc-sled-sales-support@cisco.com



Lease Purchase Agreement

DATED: November 4, 2025

LESSEE	Full Legal Name The Mayor and Council of Rockville	Phone Number
	DBA Name (if any)	
	Billing Address 111 Maryland Ave	City Rockville State MD Zip 20850

PROPERTY DESCRIPTION	Quantity	Model No. (if applicable)	Serial Number (if applicable)	General Description (describe equipment, software, maintenance, warranty, service and similar items being financed):
				See DISYS Solutions Inc quote CISCO17388E dated July 22, 2025
				for asset description purposes only.
Location of Property (include the location of any tangible personal property financed and/or the location of any tangible personal property that will be using intangible property):				

VENDOR	Vendor Name DISYS Solutions Inc	RENTAL PAYMENTS Rental Payment Periods: ☐ Monthly ☐ Quarterly ☐ Semiannually ☒ Annually	Rental Payments shall be made in accordance with Section 4.01 and the Schedule of Rental Payments attached hereto as Exhibit A.
	Address		
	City State Zip		

TERMS & CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON PAGES TWO THROUGH FIVE, INCLUDING ANY EXHIBITS ATTACHED HERETO, SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

LESSOR	Lessor CISCO SYSTEMS CAPITAL CORPORATION	LESSEE SIGNATURE Lessee The Mayor and Council of Rockville Signature Title (Seal) Attest Title
	Signature	
	Title	
	Lease Number 500-50707166	

(Terms and Conditions continued on the reverse side of this Agreement.)

TAX DESIGNATIONS AND COVENANTS

Bank Qualification: Lessee initial here if this provision is applicable: _____
If not initialed, this provision does NOT apply to this Agreement.

(a) Lessee hereby designates this Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year during which the Commencement Date of this Agreement occurs, including this Agreement, is not reasonably expected to exceed \$10,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of "qualified tax-exempt obligations" (including this Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year during which the Commencement Date of this Agreement occurs without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments acceptable to Lessor that the designation of this Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

OPINION OF COUNSEL	As legal counsel of Lessee, I have examined (a) the Agreement, which, among other things provides for the sale to and purchase by the Lessee of the Property, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Based on the foregoing, I am of the following opinions: (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power; (2) Lessee has the requisite power and authority to purchase the Property and to execute and deliver the Agreement and to perform its obligations under the Agreement; (3) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally; (4) the authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws; and (5) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement. All capitalized terms herein shall have the same meanings as in the Agreement. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.			
	Signature		Date	
	Name		Phone Number	
	Address		City	State Zip

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to the Agreement.

"Capital Expenditures" means costs of a type that are properly chargeable to a capital account under general federal income tax principles in effect at the time the cost is paid, or would be so chargeable with a proper election or with the placed-in-service date considered to be the date on which, based on all facts and circumstances, (a) the facility has reached a degree of completion that would permit its operation at substantially its design level and (b) the facility is, in fact, in operation at such level.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commence, which date shall be the earlier of (i) the date on which the Property is accepted by Lessee in the manner described in Section 5.01, or (ii) the date on which sufficient moneys to purchase the Property are deposited by Lessor for that purpose with an escrow agent.

"Event of Default" means an Event of Default described in Section 12.01.

"Issuance Year" is the calendar year in which the Commencement Date occurs.

"Lease Term" means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in Section 3.02.

"Lessee" means the entity described as such on the front of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such on the front of this Agreement, its successors and its assigns.

"Maximum Lease Term" means the Original Term and all Renewal Terms through the Renewal Term following the last Rental Payment date set forth on the Payment Schedule.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Payment Schedule" means the schedule of Rental Payments and Purchase Price set forth on Exhibit A.

"Property" means the equipment, software, maintenance, warranty, service and similar items being financed by this Agreement as described on the front of this Agreement, and all replacements, substitutions, updates, upgrades, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto, as applicable.

"Purchase Price" means the amount set forth on the Payment Schedule as the Purchase Price for the Property.

"Renewal Terms" means the optional renewal terms of this Agreement, each having a duration of one year and a term co extensive with Lessee's fiscal year.

"Rental Payment Period" means the period beginning on the day a Rental Payment is due and ending the day before the next Rental Payment is due. The first Rental Payment Period shall begin on the Commencement Date in all cases. If Rental Payment Periods are monthly, subsequent Rental Payment Periods shall begin on the same day of each month after the Commencement Date. If Rental Payment Periods are quarterly, subsequent Rental Payment Periods shall begin on the same day of each third month after the Commencement Date. If Rental Payment Periods are semiannual, subsequent Rental Payment Periods shall begin on the same day of each sixth month after the Commencement Date. If Rental Payment Periods are annual, subsequent Rental Payment Periods shall begin on the anniversary of the Commencement Date in each year. If the Commencement Date is the 29th, 30th, or 31st day of a month, any subsequent Rental Payment Period that would otherwise begin on the 29th, 30th or 31st day of a month that does not include such a date shall begin on the last day of the month.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer or supplier of the Property as well as the agents or dealers of the manufacturer or supplier of the Property, as listed on the front of this Agreement.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(h) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Property hereunder.

(i) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding

would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(j) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessee of this Agreement or in connection with the carrying out by the Lessee of its obligations hereunder have been obtained.

(k) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of the Lessee or the Property pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound, except as herein provided.

(l) The Property is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future. The Property will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person.

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the United States Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

(o) All the costs of acquiring the Property, including amounts attributable to the financing of software, maintenance, warranty and similar items, are consistently treated as Capital Expenditures by the Lessee in its books and records. All proceeds of this Agreement will be used, directly or indirectly, to finance Capital Expenditures or, to the extent permitted by law, de minimis expenditures for certain specified purposes.

(p) Lessee has received written assurance from Vendor that with respect to the portion of the Property being prepaid, the same maintenance, repair, extended warranty, updates or maintenance or support services, as applicable, are regularly provided to nongovernmental persons on the same terms.

Section 2.02. Certification as to Arbitration. Lessee hereby represents as follows:

(a) The estimated total costs of the Property will not be less than the total principal portion of the Rental Payments.

(b) The Property has been ordered or is expected to be ordered within six months of the Commencement Date, and the Property is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Property has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

ARTICLE III

Section 3.01. Lease of Property. Lessor hereby demises, leases and lets the Property to Lessee, and Lessee rents, leases and hires the Property from Lessor, in accordance with the provisions of this Agreement, for the Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee shall be deemed to have continued this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.04 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to Section 3.04;

(b) the exercise by Lessee of the option to purchase the Property under Article X and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 3.03. Continuation of Lease Term. Lessee currently intends, subject to Section 3.04, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.04. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement shall be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the Lease Term beyond such Original Term or

Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee's rights to the Property will simultaneously terminate and Lessee agrees, at Lessee's cost and expense, (a) to immediately discontinue use of the Property, (b) to return to Lessor any portion of the Property constituting tangible personal property, (c) to remove any intangible Property from Lessee's property and terminate access to and use of such Property, whether such Property is installed on premises or accessed remotely or by internet connection and, as applicable, deliver or otherwise release the same to Vendor at the location or locations specified by Vendor, and (d) within 30 days of any such termination, to deliver a certificate to Lessor certifying that Lessee has complied with this sentence.

ARTICLE IV

Section 4.01. Rental Payments. Lessee shall pay Rental Payments exclusively from legally available funds, in lawful money of the United States of America to Lessor on the dates and in the amounts set forth on the Payment Schedule. Any Rental Payment not received on or before its due date shall bear interest at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from its due date. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee, and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 4.03. Rental Payments To Be Unconditional. EXCEPT AS PROVIDED IN SECTION 3.04, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE PROPERTY TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of the Property. Lessee shall (a) order the Property, (b) cause any portion of the Property constituting tangible personal property to be delivered and installed at the location specified on the front of this Agreement, (c) cause any intangible Property to be accessible from Lessee's computers, servers and other electronic equipment, either by installing the software directly on premises or providing remote access thereto, and (d) pay any and all delivery, installation and other costs in connection therewith. When the Property has been delivered and installed or is otherwise accessible by the Lessee, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor. After it has been installed, any portion of the Property constituting tangible personal property and any computers, servers and other electronic equipment using intangible Property will not be moved from the location specified on the front of this Agreement without Lessor's consent, which consent shall not be unreasonably withheld.

Section 5.02. Enjoyment of Property. Lessee shall peaceably and quietly have and hold and enjoy the Property during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Right of Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting any portion of the Property constituting tangible personal property.

Section 5.04. Use and Maintenance of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any licensing or other agreement, or in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain all permits and licenses, if any, necessary for the installation, use, operation and maintenance of the Property. In addition, Lessee shall comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest or rights of Lessor under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Property in good repair, working order and condition and install all updates, upgrades, improvements and additions to the Property made available to it by Vendor. Lessor shall have no responsibility to maintain or repair or to provide or make updates, upgrades, improvements or additions to the Property.

ARTICLE VI

Section 6.01. Title to the Property. During the Lease Term, title to the Property shall vest in Lessee, subject to the provisions of this Agreement and any applicable license or other agreement. Upon any termination of this Agreement pursuant to Sections 3.02(a) or Section 3.02(c), Lessee's title shall immediately and without any action by Lessee terminate. Upon any termination of the Agreement pursuant to Sections 3.02(b) or 3.02(d), title to the Property shall be vested in Lessee, free and clear of any claim by or through Lessor.

Section 6.02. UCC FILINGS. Lessee authorizes Lessor to file a financing statement with respect to the Property.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes and other similar charges. If the licensing, use, possession or acquisition of the Property is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Property. Lessee shall pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments that accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring any portion of the Property constituting tangible personal property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Property, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term, as applicable. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 7.03. Advances. In the event Lessee shall fail to maintain the insurance required by this Agreement, pay the taxes or charges required to be paid by it under this Agreement or keep the Property in good repair and operating condition, Lessor may, but shall be under no obligation to, purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 12% per annum or the maximum permitted by law, whichever is less.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

Section 7.05. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Property, (c) the ordering, licensing, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property, (d) any accident in connection with the licensing, operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE VIII

Section 8.01. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Property from any cause whatsoever. No such loss of or damage to the Property nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 8.02. Damage, Destruction, Unfitness for Use and Condemnation. If (a) any portion of the Property constituting tangible personal property is destroyed, in whole or in part, or damaged by fire or other casualty or if any portion of the Property is otherwise rendered unfit for use by any cause whatsoever, or (b) title to, or the temporary use of, any portion of the Property or the interest of Lessee or Lessor in any portion of the Property shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair or restoration of the Property, unless Lessee shall have exercised its option to purchase Lessor's interest in the Property pursuant to Article X. Any balance of the Net Proceeds remaining after such replacement, repair or restoration of the Property has been completed shall be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair or restoration referred to in Section 8.02, Lessee shall either (a) complete such replacement, repair or restoration and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Property pursuant to Article X. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair or restoration or after purchasing the Property shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PROPERTY OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY PROPERTY PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Property or licensing or other agreements; Lessee is advised to contact the Vendor for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term all rights under any licensing or other agreement and warranties, if any, running from Vendor to Lessor included in or respecting the Property. Lessor hereby irrevocably appoints Lessee its agent and attorney in fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such licensing or other agreement, warranty, indemnification or representation shall be against the Vendor, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no

representations or warranties whatsoever as to the existence or availability of such agreements or warranties by any Vendor.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Property, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date, upon payment in full of the Rental Payments and all other amounts then due hereunder plus the then applicable Purchase Price to Lessor; or

(b) If substantially all of the Property is substantially damaged, destroyed or otherwise rendered unfit for use or is condemned, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments and all other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360 day year of twelve 30 day months.

Upon the exercise of the option to purchase set forth above, title to the Property shall be vested in Lessee, free and clear of any claim by or through Lessor.

Section 10.02. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Property and that the amount required to exercise Lessee's option to purchase Lessor's interest in the Property pursuant to Section 10.01 represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Property. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Property hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Property, (b) the uses and purposes for which the Property will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Property and the use of the Property pursuant to the terms and provisions of this Agreement and any applicable licensing and other agreements, and (d) Lessee's option to purchase Lessor's interest in the Property.

ARTICLE XI

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Property may, without notice to or the consent of Lessee, be assigned and reassigned in whole or in part to one or more assignees by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Property and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Property may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Property, to the extent, if any, permitted by any applicable licensing and other agreements, if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Property shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Property.

ARTICLE XII

Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.04, any of the following shall be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Any termination or suspension of any of Lessee's rights under any licensing agreement included in the Property.

(c) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed or to comply with any licensing or other agreement included in or respecting the Property, other than as referred to in Section 12.01(a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(d) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(e) Any provision of this Agreement shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;

(f) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(g) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial

part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due.

(b) Lessor may terminate this Agreement and hold Lessee liable for Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, and in such event, Lessee's rights to the Property will simultaneously terminate and Lessee agrees, at Lessee's cost and expense, (a) to immediately discontinue use of the Property, (b) to return to Lessor any portion of the Property constituting tangible personal property, (c) to remove any intangible Property from Lessee's property and terminate access to and use of such Property, whether such Property is installed on premises or accessed remotely or by internet connection and, as applicable, deliver or otherwise release the same to Vendor at the location or locations specified by Vendor, and (d) within 30 days of any such termination, to deliver a certificate to Lessor certifying that Lessee has complied with this sentence. Lessor reserves the right to, and Lessee agrees that the Lessor or Vendor may, upon termination of this Agreement, enter the premises where the Property is located or used to retake possession of the Property or ensure compliance with the previous sentence.

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as Lessor under this Agreement.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Lessor may charge interest on all amounts due to it at the rate of 18% per annum or the maximum amount permitted by law, whichever is less.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses on the front of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 13.05. Amendments. This Agreement may be amended in writing by Lessor and Lessee.

Section 13.06. INTENTIONALLY OMITTED.

Section 13.07. Usury. The parties hereto agree that the charges in this Agreement shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement to such applicable law.

Section 13.08. Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, LESSEE AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY.

Section 13.09. INTENTIONALLY OMITTED.

Section 13.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.12. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

Section 13.13. Electronic Transactions. Lessor, in its sole discretion, may permit Lessee to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Agreement, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of the IRS Form 8038-G which Lessee must execute using an original, manual signature (not e-Signature). By so copying and/or delivering any such document, Lessee hereby represents and agrees (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including Lessee's signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b). This Agreement, including any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith with the exception of the IRS Form 8038-G, may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of the Agreement by the Lessee when manually countersigned by Lessor or attached to Lessor's original signature counterpart and/or in Lessor's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At Lessor's option, Lessor may require a manual signature.

CERTIFICATE OF INCUMBENCY AND AUTHORITY

The undersigned, being a knowledgeable and authorized agent of The Mayor and Council of Rockville (‘‘Obligor’’), does hereby certify that:

- 1. He or she is the duly elected, qualified and acting in a position as indicated by the undersigned’s title.
- 2. Set forth below are the names and genuine signatures of individuals (‘‘Authorized Officers’’) who hold the offices set forth opposite their respective names.
- 3. Each of the Authorized Officers is legally authorized to enter into any and all agreements with Cisco Systems Capital Corporation (‘‘Lender’’) on behalf of Obligor.

NAME	TITLE	SIGNATURE

IN WITNESS WHEREOF, the undersigned has hereunto set his or her hand this _____ day of _____, 20_____.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

(COMPANY SEAL)

OBLIGOR	Obligor <u>The Mayor and Council of Rockville</u>
	Signature X _____
	Print Name _____
	Title _____
	Date _____
(THIS SIGNATURE IS TO BE EXECUTED BY A PERSON OTHER THAN THE PERSON OR PERSONS THAT SIGNED IN SECTION 3 ABOVE. THIS MAY BE THE CITY CLERK OR BOARD SECRETARY/BOARD CLERK)	

16PFDOC274v1

ESSENTIAL USE QUESTIONNAIRE

Lessee Contact Name / Position: _____ Phone Number: _____

1) Please clarify legal name of proposed lessee? The Mayor and Council of Rockville

2) Is any equipment to be leased replacing any existing equipment? (If No, proceed to question 3) ☐ Yes ☐ No

What percentage of the equipment to be leased is replacement? _____ %

How long was the existing equipment in use? ☐ 1-3 yrs ☐ 3-5 yrs ☐ 5+ yrs

Why is the existing equipment being replaced? _____

3) For what purpose is the equipment being acquired? (Provide detail as to which department(s) and the expected use of the equipment)

4) Was the equipment/lease placed for competitive bid? ☐ Yes ☐ No

If No, why was a bid not required?

☐ Covered under state contract (Contract name and # _____)

☐ Size of transaction does not require competitive bid (What documentation _____)

☐ Transaction exempt from bidding process pursuant to current statutes (statute # _____)

(Please attach copy of statute if available)

☐ Other _____

5) What is the source of funds for repayment of this obligation?

☐ Local Property Taxes

☐ State Unrestricted Revenues

☐ Federal Financial Assistance

☐ Chapter I

☐ Chapter II

☐ Other

☐ Other _____

6) Are the funds to be used for repayment of this obligation appropriated and encumbered in an approved budget? ☐ Yes ☐ No

If No, why is the obligation not included in an approved budget? _____

7) Why do you expect funds to continue to be appropriated in the future for repayment of this obligation? _____

To the best of your knowledge, have you ever non-appropriated funds in the past? ☐ Yes ☐ No

If Yes, please provide details _____

8) What is required on the Invoice for prompt payment? _____

Completed By:

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Payment Schedule

LESSOR: Cisco Systems Capital Corporation

LESSEE: The Mayor and Council of Rockville

LEASE NUMBER: 500-50707166

LEASE DATE: November 4, 2025

Rental Payment Number	Rental Payment Due Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	12/01/2025				\$1,918,566.90	
1	01/01/2026	\$274,080.98	\$0.00	\$274,080.98	\$1,644,485.92	\$1,677,375.64
2	01/01/2027	\$274,080.98	(\$0.01)	\$274,080.99	\$1,370,404.93	\$1,397,813.03
3	01/01/2028	\$274,080.98	(\$0.01)	\$274,080.99	\$1,096,323.94	\$1,118,250.42
4	01/01/2029	\$274,080.98	(\$0.01)	\$274,080.99	\$822,242.95	\$838,687.81
5	01/01/2030	\$274,080.98	(\$0.01)	\$274,080.99	\$548,161.96	\$559,125.20
6	01/01/2031	\$274,080.98	\$0.00	\$274,080.98	\$274,080.98	\$279,562.60
7	01/01/2032	\$274,080.98	\$0.00	\$274,080.98	\$0.00	\$0.00
Grand Totals		\$1,918,566.86	(\$0.04)	\$1,918,566.90		

Sales tax of _____ is included in the financed amount shown above.

Lessee acknowledges that the amount financed by Lessor is \$1,628,345.50 and that such amount, net of any advance payments, is the issue price for Federal Income Tax purposes. The yield for this schedule for Federal Income Tax purposes is 5.529%. Such issue price and yield will be stated in the applicable IRS Form 8038-G. The dates, interest rate and resulting payments contained in the above amortization schedule are estimated based on the expected transaction funding timeframe. Lessor will make reasonable efforts to maintain the rate and payments presented herein. However, the rate may need to be adjusted prior to closing due to change in law or market conditions. In the event that market interest rates increase prior to the date of closing, the interest rate will be revised to reflect adjustments to the Lender's actual cost of funds due to financial market and legal changes incurred since the date of this documentation. This revision may result in an increase in the resulting payment amounts. If such revisions are deemed necessary by Lessor (it its sole discretion), it is understood and agreed by Lessee that a revised amortization schedule reflecting these changes will be executed prior to closing.

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

21CSC295A

Cisco Systems Capital Corporation

☐ Check here if your billing or Equipment Location has changed or is incorrect.
Please note changes on the reverses side.
Payment sent without a copy of this invoice may be subject to a delay in processing.

➤ Please do not send correspondence to this address.

➤ **Send payment for this Invoice to:**

Cisco Systems Capital Corporation
REF# 500-50707166
1111 OLD EAGLE SCHOOL ROAD
WAYNE, PA 19087

➤ **All future payments must be paid to the following Lockbox:**

Cisco Systems Capital Corporation
PO Box 825736
Philadelphia, PA 19182-5736

INVOICE #: 500-50707166
REFERENCE #: 500-50707166
CUSTOMER #: 500-50707166
DUE DATE: January 1, 2026
TOTAL DUE: \$274,080.98

INVOICE

CUSTOMER SERVICE 800-935-9439

INVOICE DATE	INVOICE #	REFERENCE #	CUSTOMER
November 4, 2025	500-50707166	500-50707166	500-50707166
P.O. NUMBER		EQUIPMENT DESCRIPTION	
		SEE BELOW	
EQUIPMENT LOCATION			
111 Maryland Ave, Rockville, MD 20850			

EQUIPMENT DESCRIPTION	DUE DATE	PAYMENT AMOUNT
See Disys Solutions Inc quote CISCO17388E dated July 22, 2025.	January 1, 2026	\$274,080.98
TOTAL		\$274,080.98

FOR PROPER CREDIT, PLEASE SUBMIT A COPY OF THIS INVOICE WITH PAYMENT.

11PFDOC194v2

ESCROW AGREEMENT

This ESCROW AGREEMENT (the "Escrow Agreement"), dated as of November 4, 2025, and entered into among Cisco Systems Capital Corporation, a NV limited liability company ("Lessor"), The Mayor and Council of Rockville, a public body corporate and politic existing under the laws of MD ("Lessee"), and UMB Bank, n.a., a national banking corporation, as escrow agent ("Escrow Agent").

Name of Acquisition Fund: "The Mayor and Council of Rockville"

Equipment Acquisition Fund Account No.: _____

Amount of Deposit into the Acquisition Fund: \$1,918,566.90 + \$500.00 Escrow Fee Paid by Lessor

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of Lease Purchase Agreement dated as of November 4, 2025 (the "Agreement"), between Lessor and Lessee.
2. Except as otherwise defined herein, all terms defined in the Agreement shall have the same meaning for the purposes of this Escrow Agreement as in the Agreement.
3. Lessor, Lessee and Escrow Agent agree that Escrow Agent will act as sole Escrow Agent under the Agreement and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. Escrow Agent shall not be deemed to be a party to the Agreement, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and Escrow Agent.
4. There is hereby established in the custody of Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement. Lessee hereby grants to Lessor a security interest in the cash and negotiable instruments from time to time comprising the Acquisition Fund (the "Security Interest"). To the limited extent required to perfect the Security Interest, Lessor hereby appoints Escrow Agent as its security agent, and Escrow Agent accepts the appointment as security agent and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.
5. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon written direction of an authorized representative of Lessee in Qualified Investments (as hereinafter defined) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. Escrow Agent may act as purchaser or agent in the making or disposing of any investment. Escrow Agent shall have no obligation to invest or reinvest moneys if deposited with Escrow Agent after 11:00 a.m. (E.S.T.) on such day of deposit. Instructions received after 11:00 a.m. (E.S.T.) will be treated as if received on the following business day. Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of funds held in the Acquisition Fund. Any interest or other income received on such investment and reinvestment of such funds shall become part of the Acquisition Fund and any losses incurred on such investment and reinvestment of such funds shall be debited against the Acquisition Fund. If the authorized representative of Lessee does not provide the Escrow Agent with written instructions directing the investment or reinvestment of such funds, the Escrow Agent may invest such funds in money market funds of a type described in Section 6(a)(iv) or Section 6(b)(vi) as appropriate until the Escrow Agent has received appropriate written instructions from the authorized representative. It is agreed and understood that the entity serving as Escrow Agent may earn fees associated with the investments described herein in accordance with the terms of such investments. Notwithstanding the foregoing, Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever Escrow Agent shall be required to pay or disburse all or any portion of the funds held hereunder pursuant to the provisions hereof. In no event shall Escrow Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder.
6. "Qualified Investments" shall be defined for purposes of this Escrow Agreement as follows:
 - (a) For an Agreement **not** qualified for the arbitrage rebate exception for small governmental units under Section 148(f)(4)(C) of the Code, "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) United States Treasury Bills or United States Treasury Notes traded on an open market or issued directly by the United States at a yield not exceeding 5.529 % per annum, (ii) United States Treasury Obligations State and Local Government Series time deposit securities with a yield not exceeding 5.529 % per annum, (iii) obligations the interest of which is not includable in the gross income of the owner thereof for federal income tax purposes under Section 103 of the Code and which are rated AA or better by Standard & Poor's Corporation or Aa or better by Moody's Investors Service, Inc., (iv) shares of qualified regulated investment companies which distribute exempt interest dividends within the meaning of Section 852 of the Code and which are rated AA or better by Standard & Poor's Corporation or Aa or better by Moody's Investors Service, Inc. (tax exempt mutual funds), or (v) United States Treasury Obligations State and Local Government Series demand deposit securities.
 - (b) For an Agreement qualified for the arbitrage rebate exception for small governmental units under Section 148(f)(4)(C) of the Code, "Qualified Investments" means to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; (v) repurchase agreements with any state or national bank or trust company, including Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that Escrow Agent or a third party acting solely as agent for Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) shares of money market funds which are registered under the Investment Act of 1940, as amended, and which are rated AAA by Standard & Poor's Corporation or Aaa by Moody's Investors Service, Inc.
7. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Agreement. Payment shall be made from the Acquisition Fund for the cost of acquisition of part or all of said Equipment listed in the Agreement upon presentation to Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as Exhibit A, executed by Lessee and approved for payment by Lessor, together with an invoice for the cost of the acquisition of said Equipment for which payment is requested and a written approval by Lessor of the Vendor be paid.
8. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate, with the portion thereof designated "Final Acceptance Certificate", properly executed by Lessee, or (b) the presentation of written notification by Lessor, or, if Lessor shall have assigned its interest under the Agreement, then the assignees or subassignees of all of Lessor's interest under the Agreement or an Agent on their behalf, that an Event of Default has occurred or that Lessee has terminated the Agreement pursuant to **Section 3.04** of the Agreement. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund shall be used to prepay the principal component of Rental Payments unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Exhibit A of Rental Payments appearing

in the Agreement shall be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor or to any assignees or subassignees of Lessor's interest in this Escrow Agreement.

9. Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent.
10. Escrow Agent incurs no liability to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Agreement or as to the performance of any obligations of Lessor or Lessee. Escrow Agent may consult legal counsel in the event of any dispute or question as to the construction of any provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion or instructions of such counsel. Lessee agrees to indemnify Escrow Agent for, and to hold it harmless against, any loss, liability or expense incurred in connection herewith without gross negligence or willful misconduct on the part of Escrow Agent, including without limitation legal or other fees arising out of or in connection with its entering into this Escrow Agreement and carrying out its duties hereunder, including without limitation the costs and expenses of defending itself against any claim of liability in the premises or any action for interpleader. Escrow Agent shall be under no obligation to institute or defend any action, suit, or legal proceeding in connection herewith, unless first indemnified and held harmless to its satisfaction in accordance with the foregoing, except that Escrow Agent shall not be indemnified against any loss, liability or expense arising out of its own gross negligence or willful misconduct. Such indemnity shall survive the termination or discharge of this Escrow Agreement or resignation of Escrow Agent.
11. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State in which Escrow Agent is located.
12. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
13. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and Escrow Agent.
14. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
15. Escrow Agent shall be entitled to fees and expenses for its regular services as Escrow Agent as agreed to in writing with the [Lessor/Lessee]. Escrow Agent is entitled to fees for extraordinary services and reimbursement of any out-of-pocket and extraordinary costs and expenses, including, but not limited to, attorneys' fees. Escrow Agent shall have a first lien upon the Acquisition Fund for the purpose of paying its fees and expenses. All of Escrow Agent's compensation, costs and expenses shall be paid by [Lessee/Lessor].
16. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the funds held by Escrow Agent pursuant to this Escrow Agreement shall be allocable to Lessee. Lessor and Lessee agree to provide Escrow Agent completed Forms W-9 and other forms and documents that Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Escrow Agreement and any information reasonably requested by Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time. Additionally, the parties shall complete the Incumbency Certificate attached to this Escrow Agreement and provide it to Escrow Agent upon the execution of this Escrow Agreement. The parties hereto understand that if such Tax Reporting Documentation is not so certified to Escrow Agent, Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by Escrow Agent pursuant to this Escrow Agreement.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of the _____ day of _____, 20_____.

LESSOR SIGNATURE	Lessor <u>Cisco Systems Capital Corporation</u>
	Signature _____
	Print Name _____
	Title _____

LESSEE SIGNATURE	Lessee <u>The Mayor and Council of Rockville</u>
	Signature _____
	Print Name _____
	Title _____

ESCROW AGENT SIGNATURE	Escrow Agent <u>UMB BANK, n.a.</u>
	Signature _____
	Print Name _____
	Title _____

22PFDOC365

AMENDMENT TO ESCROW AGREEMENT

This Amendment to that certain Escrow Agreement (together with all Exhibits and this Amendment, the "Escrow Agreement") dated as of **November 4, 2025**, between **Cisco Systems Capital Corporation** (together with its successors and assigns, "Lessor"), **The Mayor and Council of Rockville** (together with its successors and assigns, "Lessee"), and **UMB Bank, N.A.** (together with its successors and assigns, "Escrow Agent"), is incorporated in and is hereby made a part of the Escrow Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Escrow Agreement and that the following changes and additions are hereby made to the Agreement:

The parties, intending to be legally bound, agree that the Escrow Agreement shall be amended as follows:

1. Section 11 is amended to read: "This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Maryland."

Except as specifically set forth in this Amendment, all terms and conditions contained in the Escrow Agreement remain in full force and effect and are hereby ratified and confirmed.

LESSOR: **Cisco Systems Capital Corporation**

BY: **X** _____
AUTHORIZED SIGNATURE

BY: _____
PRINTED NAME AND TITLE

DATE: _____

LESSEE: **The Mayor and Council of Rockville**

BY: **X** _____
AUTHORIZED SIGNATURE

BY: _____
PRINTED NAME AND TITLE

DATE: _____

ESCROW AGENT: **UMB Bank, N.A.**

BY: **X** _____
AUTHORIZED SIGNATURE

BY: _____
PRINTED NAME AND TITLE

DATE: _____

INCUMBENCY CERTIFICATE

The undersigned, a duly authorized representative of The Mayor and Council of Rockville (hereinafter “Lessee”), in connection with the Escrow Agreement dated contemporaneously herewith by and among Cisco Systems Capital Corporation, and UMB Bank, n.a. (hereinafter the “Escrow Agreement”), HEREBY CERTIFIES that the persons whose names, titles and signatures appear below are duly qualified and acting representatives of Lessee on the date hereof. Each holds the office set forth beside his\her name, and the signature appearing opposite his\her name is the genuine signature of such representative. Each is authorized to act on behalf of Lessee with respect to all matters requiring the direction, consent or other action of Lessee as set forth in the Escrow Agreement. UMB Bank, n.a. is entitled to rely on this certification until receipt of written notice to the contrary.

NAME	TITLE	SIGNATURE

IN WITNESS WHEREOF, the undersigned has executed this Certificate for and on behalf of Lessee on this _____ day of _____, 20_____.

LESSEE SIGNATURE	Lessee <u>The Mayor and Council of Rockville</u>
	Signature _____
	Print Name _____
	Title _____
	(THIS SIGNATURE IS TO BE EXECUTED BY A PERSON OTHER THAN THE PERSON OR PERSONS THAT SIGNED IN SECTION 3 ABOVE.)

22PFDOC365C

PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE FORM

To: **UMB Bank, n.a.**
1010 Grand, 4th Floor
Kansas City, Missouri 64106

and Cisco Systems Capital Corporation
1111 Old Eagle School Road
Wayne, PA 19087

Re: The Mayor and Council of Rockville Equipment Acquisition Fund No. _____ estab-
lished by the Escrow Agreement, dated as of November 4, 2025, (the "Escrow Agreement"), among
Cisco Systems Capital Corporation ("Lessor"),
The Mayor and Council of Rockville ("Lessee")
and UMB Bank, n.a., as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" that is listed in the Lease Purchase Agreement (the "Agreement") described in the Escrow Agreement.

EQUIPMENT INFORMATION	Quantity	Serial Number	Item	Amount

PAYEE	Full Legal Name _____
	Billing Address _____ Phone Number _____
	City _____ State _____ Zip Code _____

Lessee hereby certifies and represents to and agrees with Lessor and Escrow Agent as follows:

1. The Equipment described above has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of said equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 7.02** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

Dated: _____, 20____.

LESSEE SIGNATURE	Lessee <u>The Mayor and Council of Rockville</u>
	Signature _____
	Print Name _____
	Title _____

LESSOR SIGNATURE	Lessor <u>Cisco Systems Capital Corporation</u>
	Signature _____
	Print Name _____
	Title _____

FINAL ACCEPTANCE CERTIFICATE

Date

THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT HAS BEEN ACCEPTED.

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment.

LESSEE SIGNATURE	Lessee <u>The Mayor and Council of Rockville</u>
	Signature _____
	Print Name _____
	Title _____

22PFDOC365B

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for Cisco Systems Capital Corporation to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: The Mayor and Council of Rockville

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: _____

Attention: _____

Telephone Number: _____

FEDERAL TAX ID#: _____

Lease/Contract Signer Name: _____ Date of Birth _____ (only provide if requested)

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? **If yes, please provide PO#** _____ ☐ YES ☐ NO

Is a new purchase order required for each new fiscal period? ☐ YES ☐ NO

If yes, provide month/year PO expires _____

Are you sales tax exempt? **If yes, please attach a copy of exempt certificate or direct pay permit.** ☐ YES ☐ NO

Do you require any special information to establish a vendor number for Cisco Systems Capital Corporation? ☐ YES ☐ NO

If yes, please advise: _____

Additional Comments: _____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction.**

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES ☐ NO ☐ If YES, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES ☐ NO ☐ If YES, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if **Amended Return** ☐

1 Issuer's name XX		2 Issuer's employer identification number (EIN) XXXXXXXXXXXX
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) XX		3b Telephone number of other person shown on 3a XXXXXXXXXXXXXXXXXXXX
4 Number and street (or P.O. box if mail is not delivered to street address) XXXXXXXXXXXXXXXXXXXXXXXXXXXX	Room/suite XXXXXX	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code XXXXXXXXXXXX XXXXXXXX		7 Date of issue XXXXXXXXXXXXXXXXXXXX
8 Name of issue XX		9 CUSIP number XXXXXXXXXXXXXXXXXXXX
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information XX		10b Telephone number of officer or other employee shown on 10a XXXXXXXXXXXXXXXXXXXX

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	XXXXXXXXXX XX
12 Health and hospital	12	XXXXXXXXXX XX
13 Transportation	13	XXXXXXXXXX XX
14 Public safety	14	XXXXXXXXXX XX
15 Environment (including sewage bonds)	15	XXXXXXXXXX XX
16 Housing	16	XXXXXXXXXX XX
17 Utilities	17	XXXXXXXXXX XX
18 Other. Describe ►	18	XXXXXXXXXX XX
19a If bonds are TANs or RANs, check only box 19a ☐		
b If bonds are BANs, check only box 19b ☐		
20 If bonds are in the form of a lease or installment sale, check box ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	XXXXXXXXXX	\$ XXXXXXXXXXXXX	\$ XXXXXXXXXXXXX	XXXXXXXXXX years	XXXXXXXXXX %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22	XXXXXXXXXX XX
23	Issue price of entire issue (enter amount from line 21, column (b))	23	XXXXXXXXXX XX
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	XXXXXXXXXX XX
25	Proceeds used for credit enhancement	25	XXXXXXXXXX XX
26	Proceeds allocated to reasonably required reserve or replacement fund	26	XXXXXXXXXX XX
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	XXXXXXXXXX XX
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	XXXXXXXXXX XX
29	Total (add lines 24 through 28)	29	XXXXXXXXXX XX
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	XXXXXXXXXX XX

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	XXXXXXXXXX
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	XXXXXXXXXX

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35** XXXXXXXXXXXX XX
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a** XXXXXXXXXXXX XX
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) XXXXXXXXXXXXXXXX
- c** Enter the name of the GIC provider ► XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37** XXXXXXXXXXXX XX
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) XXXXXXXXXXXXXXXX
- c** Enter the EIN of the issuer of the master pool bond ► XXXXXXXXXXXX
- d** Enter the name of the issuer of the master pool bond ► XXXXXXXXXXXXXXXX
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► XXXXXXXXXXXXXXXXXXXXXXXX
- c** Type of hedge ► XXXXXXXXXXXXXXXXXXXXXXXX
- d** Term of hedge ► XXXXXXXXXXXXXXXXXXXXXXXX
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► XXXXXXXXXXXXXXXXXXXXXXXX
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) XXXXXXXXXXXXXXXX

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name _____ Preparer's signature _____ Date _____ Check ☐ if self-employed PTIN XXXXXXXXXXXX

Firm's name ► XXXXXXXXXXXXXXXXXXXXXXXX Firm's EIN ► XXXXXXXXXXXX

Firm's address ► XXXXXXXXXXXXXXXXXXXXXXXX Phone no. XXXXXXXXXXXXXXXX

Form **8038-G** (Rev. 10-2021)

INSURANCE CERTIFICATE INSTRUCTIONS & CHECKLIST

Customer Name: The Mayor and Council of Rockville

Lease Number(s): 500-50707166

Please provide this checklist to your insurance agent to assist with obtaining copies of your Property and Liability Insurance certificates for the equipment listed below. Please also ask that all checklist items be provided to avoid any delays in processing. Thank you.

_____ Property Insurance with Cisco Systems Capital Corporation and Its Assigns listed as

Lender Loss Payee, at: 1111 Old Eagle School Road, Wayne, PA 19087

_____ Liability Insurance with Cisco Systems Capital Corporation and Its Assigns listed as

Certificate Holder, at: 1111 Old Eagle School Rd, Wayne, PA 19087

_____ Policy Number

_____ Certificate must be valid and have a future expiration date.

_____ Property Insurance coverage in the amount corresponding to, at a minimum, the sum of all payments due under this contract, totaling \$1,918,567.00.

_____ Liability Insurance coverage in the amount of, at a minimum, \$1,000,000.00.

_____ Property Insurance certificate must include a description of the equipment/property being financed. All equipment under Lease Number: 500-50707166.

Please **email** copies of the insurance certificate(s) to Insurance@leasedirect.com or contact me with any questions at csc-sled-sales-support@cisco.com.

DSI Complete IT Solutions & Services DSITECH.COM DISYS Solutions Inc 44670 Cape Court, Suite 100 Ashburn, VA 20147 Phone: 888-286-3896 http://www.dsitech.com											
Company: City of Rockville Contact: Nicolas Obodo Quote: CISCO17388E Date : 7/22/2025											
INET 7 Years											
Line Number	Item Name	Description	Service Duration	Lead Time	Quantity	ListPrice	Extended ListPrice	Unit Price	Extended Price	Service Type	Part Category
2.0	C9500X-60L4D-A	Catalyst 9500 60x10/25/50G + 4x400G, Advantage	N/A	25 days	2	\$67,571.18	\$135,142.36	\$21,622.78	\$43,245.56		PRODUCT
2.0.1	CON-L14HR-C954SXU5	CX LEVEL 1 24X7X4 Catalyst 9500 60x25/50G + 4x400G, Advant	84 month(s)	N/A	2	\$61,810.00	\$123,620.00	\$26,578.30	\$53,156.60	PRIMARYSERVICE	SERVICE
2.1	C9500X-DNA-60L4D-A	C9500X DNA Advantage, Term License	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
2.1.0.1	CON-L1SWT-C955KX9D	CX LEVEL 1 SW SUB C9500X DNA Advantage, Term License	84 month(s)	N/A	2	\$4,984.00	\$9,968.00	\$2,143.12	\$4,286.24	PRIMARYSERVICE	SERVICE
2.1.1	C9500X-DNA-A-7Y	DNA Advantage 7 Year License	84 month(s)	N/A	2	\$33,404.67	\$66,809.34	\$15,032.10	\$30,064.20		SUBSCRIPTION
2.2	C9K-PWR-1500WAC	1500W AC Power Supply	N/A	25 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
2.3	C9K-PWR-1500WAC/2	1500W AC Power Supply	N/A	25 days	2	\$3,537.60	\$7,075.20	\$1,167.41	\$2,334.82		PRODUCT
2.4	PWR-CAB-AC-USA	Power Cord for AC V2 Power Module (USA)	N/A	42 days	4	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
2.5	C9500X-NW-A	C9500X Network Stack, Advantage	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
2.6	S9500UK9-1712	Cisco Catalyst 9500 XE 17.12 UNIVERSAL	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
2.7	C9K-F3-SSD-240GB	Catalyst 9500X Series 240GB SSD Storage	N/A	25 days	2	\$3,226.05	\$6,452.10	\$1,064.60	\$2,129.20		PRODUCT
2.8	C9500X-FAN-1U-R	Catalyst 9500X front to back (port-side intake) cooling Fan	N/A	25 days	12	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
2.9	C9K-OPTICS-TOOL	Optics extraction tool for C9000 Switches	N/A	25 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
2.10	C9500X-RFID	RFID Selected	N/A	25 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
2.11	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	N/A	3 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
3.0	C9350-48HX	Cisco C9350 48-port 10G-mGig with 90W UPOE+	N/A	98 days	1	\$18,542.25	\$18,542.25	\$6,118.94	\$6,118.94		PRODUCT
3.0.1	CON-R04-C935048H	RMA UPGRADE 24X7X4 Cisco C9350 48-port	84 month(s)	0 days	1	\$7,434.00	\$7,434.00	\$3,196.62	\$3,196.62	PRIMARYSERVICE	SERVICE
3.1	PWR-C2-1600WAC-I	1600W AC 80+ Titanium Port-Inlet Config 2Power Supply	N/A	98 days	1	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
3.2	PWR-C2-1600WAC-I	1600W AC 80+ Titanium Port-Inlet Config 2Power Supply	N/A	98 days	1	\$2,512.50	\$2,512.50	\$829.13	\$829.13		PRODUCT
3.3	CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	N/A	25 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
3.4	C9350-NM-8Y	Cisco C9350 8 x 25G/10G/1G or 4x 50G SFP56 network module	N/A	98 days	1	\$3,316.50	\$3,316.50	\$1,094.45	\$1,094.45		PRODUCT
3.5	SC9500UK9-1718	Cisco C9350 IOS XE 17.18 K9 Universal Software Image	N/A	21 days	1	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
3.6	SSD-240G	Cisco pluggable USB3.0 SSD storage	N/A	25 days	1	\$1,774.33	\$1,774.33	\$585.53	\$585.53		PRODUCT
3.7	C9350-RFID	RFID Selected	N/A	25 days	1	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
3.8	C9350-FAN-I	Cisco 9350 Port Inlet Fan Module	N/A	98 days	3	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
3.9	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	N/A	25 days	1	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
3.10	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	N/A	25 days	1	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
3.11	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	N/A	25 days	1	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
3.12	NETW-ORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	N/A	3 days	1	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
3.13	C9350-STACK-NONE	No Stack Cable Selected	N/A	25 days	1	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
3.14	C9350-SPWR-NONE	No Stack Power Cable Selected	N/A	25 days	1	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
4.0	SFP-H25G-CU3M=	25GBASE-CU SFP28 Cable 3 Meter	N/A	25 days	8	\$160.81	\$1,286.48	\$53.07	\$424.56		PRODUCT
5.0	QSFP-100G-LR-S=	100G QSFP28 100G-LR, 10km SMF, duplex, LC Connector	N/A	182 days	4	\$4,014.98	\$16,059.92	\$1,324.94	\$5,299.76		PRODUCT
6.0	SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	N/A	42 days	25	\$2,458.75	\$61,468.75	\$811.39	\$20,284.75		PRODUCT
Police											
7.0	C9350-48HX	Cisco C9350 48-port 10G-mGig with 90W UPOE+	N/A	98 days	3	\$18,542.25	\$55,626.75	\$6,118.94	\$18,356.82		PRODUCT
7.0.1	CON-R04-C935048H	RMA UPGRADE 24X7X4 Cisco C9350 48-port	84 month(s)	0 days	3	\$7,434.00	\$22,302.00	\$3,196.62	\$9,589.86	PRIMARYSERVICE	SERVICE
7.1	PWR-C2-1600WAC-I	1600W AC 80+ Titanium Port-Inlet Config 2Power Supply	N/A	98 days	3	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
7.2	PWR-C2-1600WAC-I	1600W AC 80+ Titanium Port-Inlet Config 2Power Supply	N/A	98 days	3	\$2,512.50	\$7,537.50	\$829.13	\$2,487.39		PRODUCT

Line Number	Item Name	Description	Service Duration	Lead Time	Quantity	List Price	Extended List Price	Unit Price	Extended Price	Service Type	Part Category
7.3	CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	N/A	25 days	6	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
7.4	C9350-NM-8Y	Cisco C9350 8 x 25G/10G/1G or 4x 50G SFP56 network module	N/A	98 days	3	\$3,316.50	\$9,949.50	\$1,094.45	\$3,283.35		PRODUCT
7.5	STACK-T1A-50CM	50CM Type 1 Stacking Cable	N/A	98 days	3	\$130.65	\$391.95	\$43.11	\$129.33		PRODUCT
7.6	CAB-SPWR-35CM	Stack Power Cable 35 CM	N/A	98 days	3	\$125.63	\$376.89	\$41.46	\$124.38		PRODUCT
7.7	SC9350UK9-1718	Cisco C9350 IOS XE 17.18 K9 Universal Software Image	N/A	21 days	3	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
7.8	SSD-240G	Cisco pluggable USB3.0 SSD storage	N/A	25 days	3	\$1,774.33	\$5,322.99	\$585.53	\$1,756.59		PRODUCT
7.9	C9350-RFID	RFID Selected	N/A	25 days	3	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
7.10	C9350-FAN-I	Cisco 9350 Port Inlet Fan Module	N/A	98 days	9	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
7.11	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	N/A	25 days	3	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
7.12	C9K-ACC-SOR4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	N/A	25 days	3	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
7.13	CAB-GUIDE-IRU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	N/A	25 days	3	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
7.14	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	N/A	3 days	3	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
8.0	C9500X-60L4D-A	Catalyst 9500 60x10/25/50G + 4x400G, Advantage	N/A	25 days	2	\$67,571.18	\$135,142.36	\$22,298.49	\$44,596.98		PRODUCT
8.0.1	CON-L14HR-C954SXU5	CX LEVEL 1 24X7x4 Catalyst 9500 60x25/50G + 4x400G, Advant	84 month(s)	N/A	2	\$61,810.00	\$123,620.00	\$26,578.30	\$53,156.60	PRIMARYSERVICE	SERVICE
8.1	C9500X-DNA-60L4D-A	C9500X DNA Advantage, Term License	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
8.1.0.1	CON-L1SWT-C955KX9D	CX LEVEL 1 SW SUB C9500X DNA Advantage, Term License	84 month(s)	N/A	2	\$4,984.00	\$9,968.00	\$2,143.12	\$4,286.24	PRIMARYSERVICE	SERVICE
8.1.1	C9500X-DNA-A-7Y	DNA Advantage 7 Year License	84 month(s)	N/A	2	\$33,404.67	\$66,809.34	\$15,032.10	\$30,064.20		SUBSCRIPTION
8.2	C9K-PWR-1500WAC	1500W AC Power Supply	N/A	25 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
8.3	C9K-PWR-1500WAC/2	1500W AC Power Supply	N/A	25 days	2	\$3,537.60	\$7,075.20	\$1,167.41	\$2,334.82		PRODUCT
8.4	PWR-CAB-AC-USA	Power Cord for AC V2 Power Module (USA)	N/A	42 days	4	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
8.5	C9500X-NW-A	C9500X Network Stack, Advantage	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
8.6	S9500UK9-1712	Cisco Catalyst 9500 XE 17.12 UNIVERSAL	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
8.7	C9K-F3-SSD-240GB	Catalyst 9500X Series 240GB SSD Storage	N/A	25 days	2	\$3,226.05	\$6,452.10	\$1,064.60	\$2,129.20		PRODUCT
8.8	C9500X-FAN-1U-R	Catalyst 9500X front to back (port-side intake) cooling Fan	N/A	25 days	12	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
8.9	C9K-OPTICS-TOOL	Optics extraction tool for C9000 Switches	N/A	25 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
8.10	C9500X-RFID	RFID Selected	N/A	25 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
8.11	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	N/A	3 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
9.0	QSFP-100G-LR-S=	100G QSFP28 100G-LR, 10km SMF, duplex, LC Connector	N/A	182 days	5	\$4,014.98	\$20,074.90	\$1,324.94	\$6,624.70		PRODUCT
10.0	SFP-H25G-CU3M=	25GBASE-CU SFP28 Cable 3 Meter	N/A	25 days	8	\$160.81	\$1,286.48	\$53.07	\$424.56		PRODUCT
Senior Cent											
11.0	C9500X-60L4D-A	Catalyst 9500 60x10/25/50G + 4x400G, Advantage	N/A	25 days	2	\$67,571.18	\$135,142.36	\$22,298.49	\$44,596.98		PRODUCT
11.0.1	CON-L14HR-C954SXU5	CX LEVEL 1 24X7x4 Catalyst 9500 60x25/50G + 4x400G, Advant	84 month(s)	N/A	2	\$61,810.00	\$123,620.00	\$26,578.30	\$53,156.60	PRIMARYSERVICE	SERVICE
11.1	C9500X-DNA-60L4D-A	C9500X DNA Advantage, Term License	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
11.1.0.1	CON-L1SWT-C955KX9D	CX LEVEL 1 SW SUB C9500X DNA Advantage, Term License	84 month(s)	N/A	2	\$4,984.00	\$9,968.00	\$2,143.12	\$4,286.24	PRIMARYSERVICE	SERVICE
11.1.1.1	C9500X-DNA-A-7Y	DNA Advantage 7 Year License	84 month(s)	N/A	2	\$33,404.67	\$66,809.34	\$15,032.10	\$30,064.20		SUBSCRIPTION
11.2	C9K-PWR-1500WAC	1500W AC Power Supply	N/A	25 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
11.3	C9K-PWR-1500WAC/2	1500W AC Power Supply	N/A	25 days	2	\$3,537.60	\$7,075.20	\$1,167.41	\$2,334.82		PRODUCT
11.4	PWR-CAB-AC-USA	Power Cord for AC V2 Power Module (USA)	N/A	42 days	4	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
11.5	C9500X-NW-A	C9500X Network Stack, Advantage	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
11.6	S9500UK9-1712	Cisco Catalyst 9500 XE 17.12 UNIVERSAL	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
11.7	C9K-F3-SSD-240GB	Catalyst 9500X Series 240GB SSD Storage	N/A	25 days	2	\$3,226.05	\$6,452.10	\$1,064.60	\$2,129.20		PRODUCT
11.8	C9500X-FAN-1U-R	Catalyst 9500X front to back (port-side intake) cooling Fan	N/A	25 days	12	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
11.9	C9K-OPTICS-TOOL	Optics extraction tool for C9000 Switches	N/A	25 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
11.10	C9500X-RFID	RFID Selected	N/A	25 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
11.11	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	N/A	3 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
12.0	SFP-H25G-CU3M=	25GBASE-CU SFP28 Cable 3 Meter	N/A	25 days	6	\$160.81	\$964.86	\$53.07	\$318.42		PRODUCT
13.0	QSFP-100G-LR-S=	100G QSFP28 100G-LR, 10km SMF, duplex, LC Connector	N/A	182 days	5	\$4,014.98	\$20,074.90	\$1,324.94	\$6,624.70		PRODUCT
Civic Center											
14.0	C9500X-60L4D-A	Catalyst 9500 60x10/25/50G + 4x400G, Advantage	N/A	25 days	2	\$67,571.18	\$135,142.36	\$22,298.49	\$44,596.98		PRODUCT
14.0.1	CON-L14HR-C954SXU5	CX LEVEL 1 24X7x4 Catalyst 9500 60x25/50G + 4x400G, Advant	84 month(s)	N/A	2	\$61,810.00	\$123,620.00	\$26,578.30	\$53,156.60	PRIMARYSERVICE	SERVICE

Line Number	Item Name	Description	Service Duration	Lead Time	Quantity	List Price	Extended List Price	Unit Price	Extended Price	Service Type	Part Category
14.1	C9500X-DNA-60L-4D-A	C9500X DNA Advantage, Term License	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
14.1.0.1	CON-L ISWT-C955KX9D	CX LEVEL 1 SW SUB C9500X DNA Advantage, Term License	84 month(s)	N/A	2	\$4,984.00	\$9,968.00	\$2,143.12	\$4,286.24	PRIMARY SERVICE	SERVICE
14.1.1	C9500X-DNA-A-7Y	DNA Advantage 7 Year License	84 month(s)	N/A	2	\$33,404.67	\$66,809.34	\$15,032.10	\$30,064.20		SUBSCRIPTION
14.2	C9K-PWR-1500WAC	1500W AC Power Supply	N/A	25 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
14.3	C9K-PWR-1500WAC/2	1500W AC Power Supply	N/A	25 days	2	\$3,537.60	\$7,075.20	\$1,167.41	\$2,334.82		PRODUCT
14.4	PWR-CAB-AC-USA	Power Cord for AC V2 Power Module (USA)	N/A	42 days	4	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
14.5	C9500X-NW-A	C9500X Network Stack, Advantage	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
14.6	S9500UK9-1712	Cisco Catalyst 9500 XE 17.12 UNIVERSAL	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
14.7	C9K-F3-SSD-240GB	Catalyst 9500X Series 240GB SSD Storage	N/A	25 days	2	\$3,226.05	\$6,452.10	\$1,064.60	\$2,129.20		PRODUCT
14.8	C9500X-FAN-1U-R	Catalyst 9500X front to back (port-side intake) cooling Fan	N/A	25 days	12	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
14.9	C9K-OPTICS-TOOL	Optics extraction tool for C9000 Switches	N/A	25 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
14.10	C9500X-RFID	RFID Selected	N/A	25 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
14.11	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	N/A	3 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
15.0	SFP-H25G-CU3M=	25GBASE-CU SFP28 Cable 3 Meter	N/A	25 days	6	\$160.81	\$964.86	\$53.07	\$318.42		PRODUCT
16.0	QSFP-100G-LR-S=	100G QSFP28 100G-LR, 10km SMF, duplex, LC Connector	N/A	182 days	4	\$4,014.98	\$16,059.92	\$1,324.94	\$5,299.76		PRODUCT
City Hall											
17.0	QSFP-100G-CU5M=	100GBASE-CR4 Passive Copper Cable, 5m	N/A	25 days	2	\$645.44	\$1,290.88	\$213.00	\$426.00		PRODUCT
18.0	SFP-H25G-CU3M=	25GBASE-CU SFP28 Cable 3 Meter	N/A	25 days	2	\$160.81	\$321.62	\$53.07	\$106.14		PRODUCT
19.0	QSFP-100G-LR-S=	100G QSFP28 100G-LR, 10km SMF, duplex, LC Connector	N/A	182 days	7	\$4,014.98	\$28,104.86	\$1,324.94	\$9,274.58		PRODUCT
20.0	C9610R	Cisco C9610 Series Smart Switch Chassis	N/A	91 days	2	\$40,200.00	\$80,400.00	\$13,266.00	\$26,532.00		PRODUCT
20.0.1	CON-R04-C9610R	RMA UPGRADE 24XYT4 Cisco C9610 Series S	84 month(s)	N/A	2	\$96,614.00	\$193,228.00	\$41,544.02	\$83,088.04	PRIMARY SERVICE	SERVICE
20.1	SC3610UK9-1718	Cisco C9610 IOS XE 17.18 K9 Universal Software Image	N/A	21 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
20.2	CAB-CONSOLE-USB-C	Console Cable USB-C type for C1K and C9K Switches	N/A	25 days	2	\$118.29	\$236.58	\$39.04	\$78.08		PRODUCT
20.3	C9610-LC-BLANK	Cisco C9610 Series 10 slot chassis Inecard Blank	N/A	25 days	10	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
20.4	C9610-RFID	Cisco C9610 Series RFID	N/A	25 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
20.5	C9610-NEBS-KIT	Cisco C9610 Series 10 slot chassis NEBS Kit	N/A	25 days	2	\$2,512.50	\$5,025.00	\$829.13	\$1,658.26		PRODUCT
20.6	C9610-RFID-C	Cisco C9610 Series Inecard RFID	N/A	25 days	4	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
20.7	C9610-SUP-3	Cisco C9610 Series Supervisor 3 Module	N/A	91 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
20.8	C9610-SSD-960G-V1	Cisco C9610 Series 10 slot, 960GB SSD Storage	N/A	25 days	2	\$2,010.00	\$4,020.00	\$663.30	\$1,326.60		PRODUCT
20.9	C9610-SUP-3/2	Cisco C9610 Series Redundant Supervisor 3 Module	N/A	84 days	2	\$60,802.50	\$121,605.00	\$20,064.83	\$40,129.66		PRODUCT
20.10	C9610-SSD-960G-V1	Cisco C9610 Series 10 slot, 960GB SSD Storage	N/A	25 days	2	\$2,010.00	\$4,020.00	\$663.30	\$1,326.60		PRODUCT
20.11	C9600-PWR-3KWAC	Cisco Catalyst 9600 Series 3000W AC Power Supply	N/A	25 days	16	\$7,437.00	\$118,992.00	\$2,454.21	\$39,267.36		PRODUCT
20.12	CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	N/A	25 days	16	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
20.13	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	N/A	3 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
20.14	C9600-LC-48TX	Cisco Catalyst 9600 Series 48-Port Copper	N/A	25 days	2	\$28,105.35	\$56,210.70	\$9,274.77	\$18,549.54		PRODUCT
20.15	C9610-LC-ADPT	Cisco 9610 Series Line Card Adapter	N/A	84 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
20.16	C9600X-LC-56Y1AC	Cisco Catalyst 9600 Series 56-Port 10G/25G/50G, 4-Port 100G	N/A	42 days	2	\$40,200.00	\$80,400.00	\$13,266.00	\$26,532.00		PRODUCT
20.17	C9610-LC-ADPT	Cisco 9610 Series Line Card Adapter	N/A	84 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
20.18	C9600X-LC-32CD	Cisco Catalyst 9600 Series 30-Port 100G 2-Port 400G	N/A	25 days	2	\$44,220.00	\$88,440.00	\$14,592.60	\$29,185.20		PRODUCT
20.19	C9610-LC-ADPT	Cisco 9610 Series Line Card Adapter	N/A	84 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
21.0	CISCO-NETWORK-SUB	Cisco Networking Subscription	84 month(s)	N/A	1	\$0.00	\$0.00	\$0.00	\$0.00		SUBSCRIPTION
21.1	SVS-L0SPT-CN	Cisco Network Product Support	84 month(s)	3 days	1	\$0.00	\$0.00	\$0.00	\$0.00		SERVICE
21.2	LIC-CS-CO-MO-A	Cisco Switching Advantage License Core Modular	84 month(s)	6 days	2	\$128,333.52	\$256,667.04	\$57,750.08	\$115,500.16		LICENSE
21.3	LIC-CS-CO-MO-A	Cisco Switching Advantage License Core Modular	84 month(s)	6 days	2	\$128,333.52	\$256,667.04	\$57,750.08	\$115,500.16		LICENSE
21.4	LIC-CS-AC1-L-E	Cisco Switching Essentials Tier 1, Large	84 month(s)	6 days	3	\$5,880.00	\$17,591.00	\$3,057.60	\$9,172.80		LICENSE
21.5	LIC-CS-AC1-L-E	Cisco Switching Essentials Tier 1, Large	84 month(s)	6 days	1	\$5,880.00	\$5,863.67	\$3,057.60	\$3,057.60		LICENSE
Guide-Taft											
22.0	QSFP-100G-CU5M=	100GBASE-CR4 Passive Copper Cable, 5m	N/A	25 days	2	\$645.44	\$1,290.88	\$213.00	\$426.00		PRODUCT

Line Number	Item Name	Description	Service Duration	Lead Time	Quantity	List Price	Extended List Price	Unit Price	Extended Price	Service Type	Part Category
23.0	SFP-H25G-CU3M=	25GBASE-CU SFP28 Cable 3 Meter	N/A	25 days	2	\$160.81	\$321.62	\$53.07	\$106.14		PRODUCT
24.0	QSFP-100G-LR-S=	100G QSFP28 100G-LR, 10km SMF, duplex, LC Connector	N/A	182 days	5	\$4,014.98	\$20,074.90	\$1,324.94	\$6,624.70		PRODUCT
25.0	C9610R	Cisco C9610 Series Smart Switch Chassis	N/A	91 days	2	\$40,200.00	\$80,400.00	\$13,266.00	\$26,532.00		PRODUCT
25.0.1	CON-R04-C9610R	RMA UPGRADE 24X7x4 Cisco C9610 Series S	84 month(s)	N/A	2	\$96,614.00	\$193,228.00	\$41,544.02	\$83,088.04	PRIMARYSERVICE	SERVICE
25.1	SC9610UK9-1718	Cisco C9610 IOS XE 17.18 K9 Universal Software Image	N/A	21 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
25.2	CAB-CONSOLE-USB-C	Console Cable USB-C type for C1k and C9k Switches	N/A	25 days	2	\$118.29	\$236.58	\$39.04	\$78.08		PRODUCT
25.3	C9610LC-BLANK	Cisco C9610 Series 10 slot chassis Inecard Blank	N/A	25 days	10	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
25.4	C9610-RFID	Cisco C9610 Series RFID	N/A	25 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
25.5	C9610-NEBS-KIT	Cisco C9610 Series 10 slot chassis NEBS Kit	N/A	25 days	2	\$2,512.50	\$5,025.00	\$829.13	\$1,658.26		PRODUCT
25.6	C9610-RFID-C	Cisco C9610 Series Inecard RFID	N/A	25 days	4	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
25.7	C9610-SUP-3	Cisco C9610 Series Supervisor 3 Module	N/A	91 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
25.8	C9610-SSD-960G-V1	Cisco C9610 Series 10 slot 960GB SSD Storage	N/A	25 days	2	\$2,010.00	\$4,020.00	\$663.30	\$1,326.60		PRODUCT
25.9	C9610-SUP-3/2	Cisco C9610 Series Redundant Supervisor 3 Module	N/A	84 days	2	\$60,802.50	\$121,605.00	\$20,064.83	\$40,129.66		PRODUCT
25.10	C9610-SSD-960G-V1	Cisco C9610 Series 10 slot 960GB SSD Storage	N/A	25 days	2	\$2,010.00	\$4,020.00	\$663.30	\$1,326.60		PRODUCT
25.11	C9600-PWR-3KWAC	Cisco Catalyst 9600 Series 3000W AC Power Supply	N/A	25 days	16	\$7,437.00	\$118,992.00	\$2,454.21	\$39,267.36		PRODUCT
25.12	CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	N/A	25 days	16	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
25.13	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	N/A	3 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
25.14	C9600-LC-48TX	Cisco Catalyst 9600 Series 48-Port Copper	N/A	25 days	2	\$28,105.35	\$56,210.70	\$9,274.77	\$18,549.54		PRODUCT
25.15	C9610LC-ADPT	Cisco 9610 Series Line Card Adapter	N/A	84 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
25.16	C9600X-LC-56Y1AC	Cisco Catalyst 9600 Series 56-Port 10G/25G/50G, 4-Port 100G	N/A	42 days	2	\$40,200.00	\$80,400.00	\$13,266.00	\$26,532.00		PRODUCT
25.17	C9610LC-ADPT	Cisco 9610 Series Line Card Adapter	N/A	84 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
25.18	C9600X-LC-32CD	Cisco Catalyst 9600 Series 30-Port 100G, 2-Port 400G	N/A	25 days	2	\$44,220.00	\$88,440.00	\$14,592.60	\$29,185.20		PRODUCT
25.19	C9610LC-ADPT	Cisco 9610 Series Line Card Adapter	N/A	84 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
Meraki Licer											
26.0	LIC-MR-ADV-1Y	Meraki MR Advanced License and Support, 1YR	N/A	3 days	200	\$313.59	\$62,718.00	\$0.00	\$0.00		PRODUCT
27.0	LIC-MS225-48FP-1YR	Meraki MS225-48FP Enterprise License and Support, 1YR	N/A	3 days	2	\$577.01	\$1,154.02	\$0.00	\$0.00		PRODUCT
28.0	LIC-MS390-24E-1Y	Meraki MS390 24-port Enterprise License and Support, 1 Year	N/A	3 days	2	\$694.42	\$1,388.84	\$0.00	\$0.00		PRODUCT
29.0	LIC-MV-1YR	Meraki MV Enterprise License and Support, 1YR	N/A	3 days	75	\$330.15	\$24,761.25	\$0.00	\$0.00		PRODUCT
30.0	LIC-SME-1YR	Cisco Meraki Systems Manager Enterprise Device License, 1YR	N/A	3 days	1500	\$40.14	\$60,210.00	\$0.00	\$0.00		PRODUCT
1.0	TRN-LC-000	10 Training credit. Expires in 1 yr. Team Captain required	12 month(s)	N/A	12	\$1,000.00	\$12,000.00	\$0.00	\$0.00		PRODUCT
31.0	QDD-400-CU3M=	400G Passive Cable, 3m	N/A	25 days	8	\$1,005.00	\$8,040.00	\$331.65	\$2,653.20		PRODUCT
32.0	QSFP-100G-AOC3M=	100GBASE QSFP Active Optical Cable, 3m	N/A	25 days	8	\$2,711.79	\$21,694.32	\$894.89	\$7,159.12		PRODUCT
Engineering											
33.0	Services-Senior	Professional Engineering Services			1		\$249,750.00		\$249,750.00	SERVICES	ENGINEERING
Additional Cables											
34.0	SFP-H10GB-CU5M=	10GBASE-CU SFP+ Cable 5 Meter	N/A	19 days	10	\$192.73	\$1,927.30	\$63.60	\$636.00		PRODUCT
35.0	SFP-H25G-CU1M=	25GBASE-CU SFP28 Cable 1 Meter	N/A	19 days	10	\$157.28	\$1,572.80	\$51.90	\$519.00		PRODUCT
36.0	SFP-H25G-CU3M=	25GBASE-CU SFP28 Cable 3 Meter	N/A	19 days	4	\$160.81	\$643.24	\$53.07	\$212.28		PRODUCT
37.0	QSFP-100G-CU5M=	100GBASE-CR4 Passive Copper Cable, 5m	N/A	19 days	12	\$645.44	\$7,745.28	\$213.00	\$2,556.00		PRODUCT
38.0	SFP-1025G-LR-S=	10/25GBASE-LR SFP28 Module	N/A	19 days	4	\$2,774.19	\$11,096.76	\$915.48	\$3,661.92		PRODUCT
Nexus Dashboard and DNA appliance											
39.0	ND-NODE-L4=	Nexus Dashboard Node Spare	N/A	14 days	2	\$60,300.00	\$120,600.00	\$19,899.00	\$39,798.00		PRODUCT
39.0.1	CON-L1NCD-ND1NODEL	CX LEVEL 1 8XNCD Nexus Dashboard Node	84 month(s)	N/A	2	\$30,450.00	\$60,900.00	\$13,093.50	\$26,187.00	PRIMARYSERVICE	SERVICE
39.1	ND-UNI-DK9-3.0	Nexus Dashboard Software Release 3.0	N/A	21 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT

Line Number	Item Name	Description	Service Duration	Lead Time	Quantity	ListPrice	Extended ListPrice	Unit Price	Extended Price	Service Type	Part Category
39.2	APIC-PSU1-1600W	APIC Cisco UCS 1600W AC Power Supply for Rack Server	N/A	14 days	2	\$1,098.90	\$2,197.80	\$362.64	\$725.28		PRODUCT
39.3	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	N/A	21 days	4	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
39.4	APIC-PCIE-C25Q-04	Cisco APIC VIC 1455 Quad Port 10/25G SFP28 CNA PCIe	N/A	14 days	2	\$2,544.84	\$5,089.68	\$639.80	\$1,679.60		PRODUCT
39.5	APIC-OTHER	Select if this product will NOT be used for AI Applications	N/A	3 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
39.6	APIC-CPU-A7443P	AMD 2.8GHz 7443P 200W 24C/128MB Cache DDR4 3200MHz	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
39.7	CIIMC-LATEST	IMC SW (Recommended) latest release for C-Series Servers.	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
39.8	APIC-M2-HWRAID	Cisco Boot optimized M.2 Raid controller	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
39.9	APIC-BBLKD	APIC SSD drive blanking panel	N/A	14 days	8	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
39.1	APIC-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)	N/A	14 days	8	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
39.11	APIC-OJD10GIC	APIC Intel X710T2LOCPV3G1L 2x10GbE RJ45 OCP 3.0 NIC	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
39.12	APIC-OCIP3-KIT	APIC C2XX OCP 3.0 Interposer w/IMech Assy	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
39.13	APIC-MR-X32G3RW	32GB RDIMM DRx4 3200 (8Gb)	N/A	182 days	16	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
39.14	APIC-RAID-220M6	Cisco 12G SAS RAID Controller w/4GB FBWC (16 Drv) w/1U Brkt	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
39.15	APIC-TPM2-002B-C	Trusted Platform Module2.0 APIC server(FIPS 140-2 Compliant)	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
39.16	APIC-PSU1-1600W	APIC Cisco UCS 1600W AC Power Supply for Rack Server	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
39.17	APIC-M2-240G	240GB SATA M.2	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
39.18	APIC-SD96600A1PM6	960GB 2.5in 15mm Solidigm S4620 Enter Perf 6G SATA 3X SSD	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
39.19	APIC-NVB1T601PM6	1.6TB 2.5in U.2 15mm Solidigm P5620 Hg Perf Hg End 3X NVMe	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
40.0	FPR4200-PWR-AC=	Cisco Secure Firewall 4200 Series AC Power Supply	N/A	21 days	2	\$4,020.00	\$8,040.00	\$1,326.60	\$2,653.20		PRODUCT
41.0	C9300L-LIC=	Electronic SW License for C9300L Switches	N/A	3 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
41.0.1	CON-ECMU-C930LLIC	SWSS UPGRADES Electronic SW License for C9300L Switch	84 month(s)	N/A	2	\$0.00	\$0.00	\$0.00	\$0.00	PRIMARYSERVICE	SERVICE
41.1	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
41.1.1	TE-EMBEDDED-T-7Y	ThousandEyes - Enterprise Agents	84 month(s)	N/A	2	\$0.00	\$0.00	\$0.00	\$0.00		SUBSCRIPTION
41.2	C9300L-24-E-A	24-port NW & Cisco DNA Ess to NW & Cisco DNA Adv Upgrade	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
41.2.1	C9300L-24-E-A-7	24-port NW & DNA Ess to NW & DNA Adv Upgrade License (7Y)	84 month(s)	N/A	2	\$5,547.73	\$11,095.46	\$2,219.09	\$4,438.18		SUBSCRIPTION
41.3	C9300L-NW-A-24	C9300L Network Advantage, 24-port license	N/A	14 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
42	DN3-HW-APL	Cisco Catalyst Center Appliance (Gen 3) - 32 Core	N/A	13 days	2	\$125,759.67	\$251,519.34	\$41,500.69	\$83,001.38		PRODUCT
42.0.1	CON-L1NCO-DN3HBAPL	CX LEVEL 1 18XTNCD Cisco DNA Center Appliance (Gen 3) - 32	84 month(s)	N/A	2	\$69,957.00	\$137,914.00	\$29,651.51	\$59,303.02	PRIMARYSERVICE	SERVICE
42.1	DNA-SW-2.3.7	Cisco Catalyst Center SW 2.3.7	N/A	21 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
42.2	DN3-HW-APL-LIC	Cisco Catalyst Center Appliance License- 32 Core	N/A	21 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
42.3	NO-POWER-CORD	ECO friendly green option, no power cable will be shipped	N/A	14 days	4	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
42.4	DN3-CPU-I6326	Intel 6326 2.9GHz/185W 16C/24MB DDR4 3200MHz	N/A	35 days	4	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
42.5	DN3-MR-X32G2RW	32GB RDIMM DRx4 3200 (8Gb)	N/A	178 days	16	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
42.6	DN3-SD19TKA1X-EV	1.9TB 2.5 inch Enterprise Value 12G SAS SSD	N/A	35 days	4	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
42.7	DN3-RAID-220M6	Cisco 12G SAS RAID Controller w/4GB FBWC (16 Drv) w/1U Brkt	N/A	35 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
42.8	DN3-PSU1-2300W	Cisco UCS 2300W AC Power Supply for Rack Servers Titanium	N/A	35 days	4	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
42.9	DN3-GPUURKIT-C220	GPU Riser Bracket assy kit C220 / C225 1U	N/A	35 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
42.1	DN3-TPM4-002C	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for M6 servers	N/A	35 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
42.11	DN3-SDB9600SA1V	960GB 2.5in 6G SATA Enter Value 1X Samsung G1PM893A SSD	N/A	35 days	4	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
42.12	DN3-SDB1T93SA1F	1.9TB 2.5in 6G SATA Enter Value 1X Samsung G1PM893A SSD	N/A	35 days	12	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
42.13	DN3-P48Q25GF	Cisco-Intel E810XXVDA4L 4x25/10 GbE SFP28 PCIe NIC	N/A	35 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
42.14	DN3-P48D25GF	Cisco-Intel E810XXVDA2 2x25/10 GbE SFP28 PCIe NIC	N/A	35 days	2	\$0.00	\$0.00	\$0.00	\$0.00		PRODUCT
OC162333898L											
Total \$1,915,565.90											
Quote prepared by:											
Neeral Gaba											
DiSYS Solutions Inc											
Ph: 571-707-3609											
neeral.gaba@disysch.com											