



Software Subscription With Support Agreement

Cistera 2.x Generation Software

Cistera 2.x - Limited Hardware Warranty

Document Version: 032023.2.a

This Agreement sets forth the licensing and rights of use, terms and conditions for purchase and support provisions that apply to all Software Subscriptions with Support provided by Cistera Networks, Inc. (Cistera) to its direct purchasing customers or authorized Cistera resellers (herein noted as "Customer or Customers"). This version supersedes any prior versions of this document.

If you have purchased services or support through a Cistera-authorized reseller partner, the provisions, terms, conditions and expectations contained in this document constitute the entire agreement and obligations of Cistera. Third Party Contracts, if any, governing the provision of the services or support purchased from the Partner will be the one between you and the reseller, who should provide the applicable Service or Support Description to you at the time of sale.

This document specifically applies to Cistera 2.x Generation software and optional hardware sold by Cistera Networks directly or through an authorized Cistera Networks Reseller and may, at Cistera's sole option, apply to third party hardware or software if sold by Cistera Networks.

The release version of this document supersedes any and all provisions and understandings contained in prior documentation or verbally transmitted as it pertains to Cistera Networks roles and responsibilities for this Agreement. No modifications to this Agreement are allowed unless provided by Cistera Networks in a released document revision.

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Agreement # PVAMU-19712025

Effective Dates: 09/01/2024 thru 08/31/2025

Term: One (1) Year - Tier 1 - Business Hours

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Introduction

Cistera offers the flexibility for our customers to choose our “standard” 8:00am – 6:00pm CST support or 24/7 extended hours support, via phone or e-mail contact directly to Cistera’s Support Engineers. In addition and as part of Premium 24x7 Support, Cistera’s monitoring agent software allows our clients the ability to monitor all mission-critical elements of the Cistera application environment.

Purpose

The purpose of this document is to define the procedures for our Customers to use when contacting Cistera’s Technical Assistance Center (CTAC) regarding Support issues.

This document will also outline appropriate measures for coordinating support should resolution require an organized effort between Cistera Networks and your VoIP Telephony Provider, as well as escalation procedures for support events by severity level.

The information in this document is subject to change without prior notice. Cistera will make reasonable commercial efforts to notify its current Software Subscription with Support customers of changes as they occur. This document and any changes, modification or amendments will also be available in our secure support area on the Cistera Networks website.

This Agreement becomes effective on the first date the software installation commences at the enduser site or with a fully paid renewal and terminates at midnight on the last day of the effective dates of subscription term if payment has not been received for the next subscription period.

Confidentiality

Customer and Cistera agree that in connection with this Agreement and their relationship, they may obtain Confidential Information. The receiving party shall at all times keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by the disclosing party under this Agreement, nor shall the receiving party disclose any such Confidential Information to third parties without the disclosing party’s written consent. Notwithstanding the above, Cistera shall be authorized to disclose Customer’s Confidential Information to contractors or employees of a Cistera entity who have a legitimate business need to have access to such information. The receiving party shall immediately return to the disclosing party all Confidential Information (including copies thereof) in the receiving party’s possession, custody, or control upon termination or expiration at any time and for any reason of this Agreement. The obligations of confidentiality shall not apply to information which (a) has entered the public domain, except where such entry is the result of the receiving party’s breach of this Agreement; (b) prior to disclosure hereunder was already rightfully in the receiving party’s possession; (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party. The receiving party will be authorized to disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that the receiving party provides (i) prior written notice to the disclosing party of such obligation and (ii) the opportunity to oppose such disclosure.

Software Subscription (License Keyed) with Support

Cistera 2.x is sold as an Annual or multi-year software license (Keyed) with basic software support. Upgrades in support to Tier 2, Extended Hours or Tier 3, Premium is available on request.

License Keys determine the applications, licenses and license term for each installation. Cistera engineers install these keys at the time the software configuration is taking place on the customer's server.

Licensing (Subscription Term) begins the day installation commences and terminates at midnight on the last day of the subscription. On expiration, Cistera 2.x administration components may cease to operate. All installed components including configuration tables, databases, report structures will remain intact.

Hardware Options

Cistera provides a number of hardware options as part of an overall solution set. These include:

- Cistera Virtual Deployment Servers (**CVDS**) designed to host small to enterprise level requirements
- Zone Controllers for paging requirements
- IP Speakers with or without Talkback
- Facility / Campus Access Control or Lockdown capability – Vendor API integration
- Third Party SIP Endpoint support

Support Provisions

Support as defined within the scope of this program is limited to the following

- Support for Cisco Call Manager 10.x and above.
- Installation, configuration and activation of Cistera Networks Software components
- Installation, configuration and activation of Cistera Networks optional Hardware including the Cistera CVDS, Zone Controller and IP Speakers while in warranty.
- Responding to issues related to the continued operational quality of the above.
- Providing one Administrator WebEx training per renewal period at no cost (Certificate attached)
- Providing information relative to the continued operation of the Cistera Network environment.

Support as outlined in this document does not include:

- Any versions of Cistera Software earlier than Cistera 2.0.
- Support of Cisco CUCM versions or UC Hardware designated EOS by Cisco.
- Any Reconfiguration, relocation or activation of new features in an installed Cistera solution
- All customer provided hardware including servers or other network equipment i.e. switch, router or network device configurations that are required as part of a Cistera Application Solution.
- All Third-Party Hardware including Cisco UCS or other virtual machines.
- Customers VoIP Network environment including the Cisco CUCM or other IPBX equipment
- All third-party software and operating environments.

Site Access Requirements

In order to meet its obligations under this Subscription with Support Agreement, Cistara Networks requires access to the CVDS or customer server hosting the Cistara 2.x solution. Access to this may be facilitated in several different ways.

Remote Access

Cistara strongly recommends remote server access to provide rapid resolution and upgrades in accordance with client support contracts. In the event that customer is unable to provide remote server access, response time guarantees are hereby waived.

Remote access can include the following:

- VPN Client
- Point-to-Point Tunneling Protocol (PPTP)
- Terminal Server Access
- Desktop Sharing or Streaming

NOTE: *Remote access via VPN, PPTP or similar (not including Desktop Sharing/ WebEx access) is REQUIRED for configuration and testing of single or Redundant Server installations or to meet Cistara's 24x7 Extended Hours Support and 24x7 Premium Support response guarantees.*

Site Access

In the event that on-site access is required to provide support, subject to the site location, customer shall provide the Cistara Networks TAC member or Cistara Partner Support associate access to the CVDS or server housing the Cistara applications. Access may be limited to customer's normal business hours however the time required to correct an issue may denote the need to have access after-hours to perform certain support functions. In this case the customer shall use all reasonable means to provide access and in-house supervision during these hours.

NOTE: *Any request for on-site support may result in a quote for Travel Expenses from Cistara Networks, Inc. or the Cistara Partner. Travel expenses associated with Site Access will be billed directly to the requesting party on completion the support ticket.*

In the case where the customer operated in a secure environment such as a government facility, customer will make provisions to grant the required security access to the Cistara Networks TAC Member or assigned third party.

Customer provided support resources

Should the Cistara CVDS be located in a classified access area unavailable to Cistara's TAC member or assigned third party, the customer will be solely responsible for assisting Cistara's TAC team by providing any hands-on activity required by Cistara to facilitate its support responsibilities. The expectation is this will be a dedicated resource for the duration of the support ticket to ensure consistent and focused efforts are maintained to restore the Cistara Networks system to full operation.

Cistera Reseller Partner provided support

If you have purchased services or support through a Cistera-authorized reseller partner, the provisions, terms, conditions and expectations contained in this document constitute the entire agreement and obligations of Cistera. Third Party Contracts, if any, governing the provision of the services or support purchased will be the one between you and the reseller, who should provide the applicable Service or Support Description to you at the time of sale.

Cistera Networks Authorized Partners ("Partner") may provide direct support for the Cistera installation as a part of their contractual obligation to the customer. While the partner is responsible for ensuring they maintain adequately trained and Cistera certified support personnel and respond to all customer support requests, Cistera will provide direct support to the customer only if requested. Customers should refer to the contractual obligations contained in the Agreement of the reseller for terms and conditions specific to support provisions and deliverables. Any direct support request from Customer will not relinquish or diminish the contractual responsibility of the Cistera Networks Authorized Partner.

Any cases opened directly by the customer will be reported to the partner to ensure the lines of communication remain open. If the customer requests that Cistera not inform the partner, this request must be received in written form prior to Cistera responding to the support request.

Third Party / Reseller Partner pass-thru provisions.

Pass through provisions are specific terms and conditions residing in third party / partner support agreements that imply a software provider honors these in their own agreement. While Cistera Networks maintains its responsibility to its direct customer for the level of support purchased, Cistera cannot guarantee acceptance or support of pass through provisions unless that provision is contained within this document. Any provision requests outside of this Agreement may, at Cistera's sole option, be considered on a case-by-case basis. Additional annual charges for this accommodation if applicable will be quoted to the customer separate from the software with support subscription.

Software Support Tier Definitions

I. Support Tier 1 – Basic / Business Hours Support

Under the "Basic" Tier, support services are provided from 8:00am – 6:00pm Central Standard Time from Monday through Friday. A trouble ticket can be opened via e-mail for issues that arise outside of these operating business hours but Cistera staff will not be available to work on an issue of any severity level until the following business day. Support requests may also be requested by leaving voicemail to the Cistera Support Line (866) 965-8243. During the Basic support operating hours contact may be facilitated through both phone and e-mail.

II. Support Tier 2 – 24/7 Extended Hours Support

Tier 2 - Extended Hours Support - Cistera's Support Engineers are available twenty-fours a day, seven days a week for support services. Support engineers will be available via toll-free phone access and e-mail. Initial response to a request will be 4 hours however corrective action may not be available until the next business day if additional Cistera support resources are required.

III. Support Tier 3 – 24/7 Premium Support (with Cistera Monitoring)

Tier 3 24/7 Premium Support requires the purchase and installation of Cistera's monitoring agent software. Cistera will install and configure the monitoring software (based on Cistera's standard installation procedures) at no charge to the client under Tier 3 Premium Support and Cistera Networks will have the responsibility for providing monitoring services. Active monitoring may be facilitated through system-to-system services or by live monitoring.

Under Tier 3 Premium Support, Cistera's Support Engineers are available twenty-fours a day, seven days a week for support services. Support engineers will be available via toll-free phone access, email and also via the support portal. Cistera monitoring will help to ensure maximum uptime for critical Cistera applications as well as identify potential system issues before they become hardware failures. Initial response will be 2 hours with priority assignment to the support ticket.

IV. Warranty Support for Hardware (Cistera or Third Party)

NOTE: *CDVS Server Warranty Requests MUST be facilitated through Cistera TAC*

Hardware Support is provided via the warranty provisions of the original manufacturer. Customer with Cistera Supplied Hardware should consult the warranty terms noted within this document. Third party hardware (IBM / Lenovo / AnD) warranty is provided directly by the manufacturer. Cistera may, if requested, provide assistance as outlined in this document for obtaining Third Party warranty support. Customer remains responsible for all processing requirements.

Minor and Major Software Releases

Minor software releases are included as a standard offering with all three tiers of Cistera's Subscription with Support Agreement. Minor software releases are defined as any release that does not include an incremental version change. For example, a version 2.0 upgrade to version 2.1 is considered a minor software release upgrade.

Major software releases are defined as any release that includes a version change. For example, Cistera 2.x upgraded to Cistera 3.0 is considered a major software release upgrade. Major software releases are not provided for or included in this program.

NOTE: *All Cistera software applications including those on backup or failover systems must be upgraded at the same time to ensure operational quality and to remain eligible for support.*

All Cistera 2.x customers with prior versions of Cistera software will move from a perpetual license to an annual or multi year Subscription with Support Agreement. Each renewed period will require installation of a new license key. Expired license keys will prevent the software from operating.

Hardware Life Cycle and Upgrade requirements

Definitions:

- EOL – End of Life – No longer shipped by Cistara Networks, replace by new version
- EOS – End of Support – No longer supported by Cistara Networks

As part of its integrated offering, Cistara Networks provides current model, leading edge servers from Partners such as IBM / Lenovo. In partnering with these companies, provisions for warranty, hardware support including replacement components follows the policy of the Partner. This includes EOL / EOS maturity provisions. EOS is determined by the original hardware manufacturer based on ongoing component availability.

The normal life expectancy for a Cistara Networks CVDS is 3 years from the date of installation. This is due to the stated MTBF's for the various components that make up the server platform along with ongoing availability of replacement parts. It may also be due to changes made to the platform by the manufacturer rendering it unsuitable for continued use by Cistara Networks.

EOL servers are required to be replaced within 6 months of the device being placed in this status or the maturity date of the current Software Subscription with Support agreement, whichever comes first.

Customers who choose to retain a server that is placed on EOL will see their hardware placed on EOS status. If ongoing hardware support (this is not a warranty extension) is requested, a surcharge of 50% of the platform's original cost will be added to their annual Software Subscription with Support Agreement based on the same timing noted in the paragraph above. Maximum extension is one (1) year.

Server Upgrades (Refresh of EOL / EOS Platforms)

Cistara Networks provides a defined upgrade path for all Cistara Servers. This is available by contacting your authorized Cistara Networks partner or Cistara Network's Sales Team. Upgrade costs include the cost of the server, technical configuration services (remote or on-site) and any additional licenses if added at the time the server is upgraded.

Software Warranty

Cistara warrants for sixty (60) days after installation that all software applications will operate substantially in accordance with published documentation, project plan and customer signed scope or statement of work (SOW) if provided prior to the start of installation.

NOTE: *Customers, however, need to be aware that network variability may cause issues in operability of applications that are out of Cistara's control.*

Cistara Networks requires that all customers have a valid Cistara Software Subscription with Support in place to ensure ongoing support that includes any required software updates. Should a customer experience a technical issue without a current Cistara Software Subscription with Support, support will be available only upon reinstatement, installation of new license keys and full payment of the renewal.

Severity Levels

When working on specified issues, expectations for response times are based on the severity levels outlined below.

Severity 1: Critical Business Impact

Definition: The impact of the reported deficiency is such that the customer is unable to either use Cistera applications or reasonably continue business without the use of Cistera applications.

Target resolution: Cistera will target two hours from confirmed notification for providing resolution. Staff will continue to remain engaged until resolution occurs. There is no workaround for a severity 1 breakdown, and Cistera will provide escalation procedures as outlined within this document.

Protocol: Contact customer support directly via telephone. **Do not rely on electronic mail for proper notification.** Cistera Networks is not responsible for following outlined timeframes when e-mail is used for the sole means of notification. Should a breakdown occur after regular business hours, appropriate coordinators will be contacted to initiate a response.

Severity 2: Medium Business Impact

Definition: Important features of Cistera applications are unavailable, but an alternative solution is found, or non-essential features for business operation are unavailable with no alternative solution. The client impact, regardless of the alternative solution, is notable.

Target resolution: Cistera will target 6 (six) hours from confirmed notification for providing resolution, or provide escalation procedures as outlined within this document.

Protocol: While e-mail notification is considered acceptable during business hours (8:00 am -6:00 pm, Monday through Friday), Cistera strongly recommends phone contact for initial notification.

Severity 3: Minimal Business Impact

Definition: Some minor or less-used features of Cistera applications are not available, and no alternative solution is available. The client impact is minimal. This may include an Information request, feature enhancement or documentation clarification that has no operational effect on the client.

Target resolution: Cistera will target initial response within two business days. Cistera has the right to refuse feature requests and maintains no responsibility for agreeing to customized work specific to a client unless a contract is signed by both parties specifying the scope of work, deliverables and charges that will apply.

Protocol: Contact customer support via telephone or electronic mail.

All guaranteed resolution timeframes begin upon the establishment of remote client access capability for Cistera Support Engineering staff. If remote access is not available to the Cistera Support staff, any response time guarantees are nullified.

Support in a Virtual Environment

Cistera 2.0 Is designed for specific virtual environments ie. VMWare or Hyper-V. Customers with older Cistera installations (V1.9 hardware / software) may move to Cistera 2.x however the provisions of their existing annual Support and Maintenance Agreement shall be changed to a “Software Subscription with Support” and be governed by the terms and conditions of this document.

Any remaining term of the existing Support and Maintenance Agreement may be prorated and credited towards a “Subscription License with Support” agreement.

NOTE: *Servers in use by the customer must be technically capable of supporting the requirements of Cistera 2.x. Server Upgrades may be required to facilitate supporting this software release.*

Specifications for operating the Cistera Networks Software in a virtual environment is contained in separate documentation outlining the hardware, storage and dedicated resource requirements to operate the software. Customers that choose to supply their own hardware platform for the virtual environment will be required to meet Cistera’s specifications and conditions for this platform include restrictions on third party applications. Cistera retains the sole right to specify the acceptable operating hardware environment for its software including Virtual OS requirements.

Customers requiring installation within a Virtual environment must be cognizant of any support requirement by the hardware vendor providing the platform. This includes provisions for third party applications, software licensing requirements and troubleshooting requirements.

Contacting Cistera TAC (CTAC)

Cistera customer support: 1-866-965-8243

Corporate Headquarters: 1-866-965-8646

Web: <https://cistera.com/help-desk>

Email: support@cistera.com

Initiating a Support Request

All Support requests must always be initiated through customer support. Cistera Networks will not honor outlined response times if appropriate protocols are not followed. Cistera’s Installation Engineers should never be the initial point of contact in the event of a customer application breakdown.

Status Checks

Customers may request tickets by emailing: support@cistera.com. Once a ticket is opened, customers receive status updates as case history is updated. If a customer did not directly open the case, he or she may request that they are included as a requestor or watcher on that ticket. Customers may also contact Cistera Support or assigned personnel, once the case has been opened, for updates.

Collaborative Resolution

Occasionally, Cistera may require the VoIP Telephony provider’s (for example: Cisco) participation in finding resolution for a client breakdown. Should the VoIP Telephony provider’s participation be required and/or needed, the VoIP Telephony provider’s TAC case must be opened appropriately to ensure an organized effort in finding resolution. To alleviate communication breakdowns, the following scenarios outline appropriate protocols for communication:

- Customer initiates first contact with Cistera, and Cistera isolates issue ***unrelated*** to Cistera applications.
- Customer or the VoIP Telephony provider's Hardware Re-Seller (Partner) maintains responsibility for opening TAC case with Cisco and primary communication regarding the TAC case. Customer and/or partner maintain responsibility for having issue resolved and contacting Cistera for further direction, if needed. Customer and/or partner are responsible for supplying necessary logs and/or information as requested.
- Customer initiates first contact with Cistera, and Cistera isolates an issue related to Cistera applications and operability with IP Telephony Management System (for example: Call Manager), IP phone or other VoIP Telephony provider's product. Cistera maintains responsibility for opening TAC case, communicating with the VoIP Telephony provider's TAC personnel, supplying all necessary logs and/or other information, and keeping Customer and/or partner updated on the progress made toward resolution.
- Partner initiates contact with Cistera due to non-related VoIP Telephony provider's TAC case that affects Cistera applications in a non-critical manner. Partner maintains responsibility for communicating with the VoIP Telephony provider's TAC and updating Cistera appropriately. Partner is responsible for supplying all logs and/or other information.

Contacting the VoIP Telephony provider's TAC

When opening a case with the VoIP Telephony provider's TAC, be sure to have the following information available when communicating with the VoIP provider:

- Customer support contract number
- Specific dates and times the issue has occurred
- Specific details surrounding the event, as well as an accurate overview of the problem
- Troubleshooting steps that have already been taken

Restrictions

The following conditions apply and may impact the validity of the Cistera Software Subscription with Support Agreement, as well as allow Cistera Networks the right to charge additional professional service fees:

- Unless otherwise expressly provided in accompanying documentation, software must be used under the purpose for which it was sold, licensed and installed;
- End user may not distribute, rent or sub-lease the software and/or hardware;
- End user may not alter, modify or adapt the software, including, but not limited to, translating, decompiling, disassembling, creating derivative works or reverse engineering or permit a third party to do so.

All additional licensing information, restrictions and requirements can be found in the End User Licensing Agreement, included at the end of this document.

Limitations

Unless agreed to otherwise in writing, the Cistera Software Subscription with Support Agreement has the following limitations:

- Support is limited to Cistera Networks Software only.
- Third Party Software support (software re-sold by Cistera Networks) is limited to first level diagnostics only. All escalation requests will be addressed directly by the Software OEM.
- Requests to install or activate additional software licenses or unused features will only be completed on platforms with a current Software Subscription with Support agreement in place at the time of the request.
- All Cistera 2.0 software is sold on a Subscription Term basis. Subscriptions must be renewed prior to the term's expiration. On expiration, the Cistera software may cease to function until new license keys are installed. Installed software and associated configurations, database and reports will remain intact but administration components become non-operational until that time.
- Securing call recordings and other data remains with the customer. Customers are solely responsible for ensuring that their databases are secure and backed up at all times.

Cistera Hardware Limited Warranty

NOTE: CVDS Warranty is covered under separate provisions by the original manufacturer.

Cistera Networks (Cistera) Hardware Limited Warranty is to the original purchaser only. For a period of 1 (one) year from the original date of shipment, Cistera will, on a Return Merchandise Authorization (RMA) basis, repair or replace any Cistera provided hardware component that fails in service under normal operating conditions for no fault of the client. Abnormal operating conditions include:

- failure to provide protected power sources as outlined within this document;
- fire, flood and other disasters;
- undesirable, per industry standards, environmental conditions;
- unauthorized access or modification to hardware; and
- human error.

All hardware, once out of warranty must be replaced at current quoted price.

Any hardware that is repaired or replaced under this Warranty is covered by the remainder of the original Limited warranty period or for 90 days, whichever is longer. All parts or hardware replaced under this Warranty will become the property of Cistera.

Return Merchandise Authorization Process

Should Cistera supplied hardware (Zone Controllers, Speakers) need to be replaced under an RMA, Cistera Networks provides drop-ship hardware replacement. Cistera commits to a three business day turnaround on hardware replacement for all customers based on date of initiated RMA.

NOTE: CVDS Warranty process and procedures are covered under separate provisions by the original manufacturer. All CVDS Warranty Service Requests MUST be facilitated through Cistera TAC.

To begin the RMA process, customers need to call Cistera's support line (1-866-965-8243) and should expect the following:

- Verification of hardware failure.
- Upon confirmation of hardware failure, Cistera will inform customer of the shipment date. Cistera will pay for the shipment of the replacement unit(s) (UPS Ground)
- Once the hardware arrives, the client will maintain responsibility for mounting the hardware and assigning an IP address.
- If installation was conducted via remote access, then same is required for replacement. Cistera will configure the applications remotely. If there is no remote availability and it was necessary for installation to occur onsite, arrangements will be made on a case-by-case basis for the engineer to travel on-site at no additional cost to the client.
- Cistera requires customer sign-off upon completion.

At the conclusion of any hardware RMA, any defective hardware which has been replaced by Cistera becomes the property of Cistera and must be returned to Cistera within 30 days. Customer will be responsible for all shipping charges on RMA hardware replacements and returns. Failure to return the replaced hardware will result in an invoice for the full retail price being issued to the customer.

Server Operating environments

Power Protection Devices

A number of devices are available for protecting against power problems such as surges, transients and failures. Cistera Networks requires the use of such devices to protect the Cistera server in case of any power abnormality*. Acceptable protective devices include:

- Surge Protectors: Available in a variety of types, they usually provide a minimal level of protection. Surge protectors prevent voltage spikes, such as those caused during an electrical storm, from entering a system through the electrical outlet. Surge protectors do not, however, offer protection against brownouts (occur when the voltage drops more than 20 percent below the normal AC line voltage level).
- Line Conditioners: These devices keep systems' AC power source voltage at a fairly constant level and, therefore, can handle brownouts. Because of this added protection, line conditioners are more costly. But, line conditioners cannot protect against a complete loss of power.

Uninterruptible Power Supplies (UPS) for Cistera CVDS

Maintaining full operation of your Cistera CVDS is critical, perhaps never more important than at a time of power failure. Cistera recommends use of a UPS designed to maintain operating power for

no less than 8 hours. These devices offer the most complete protection against variations in power because they use battery power to keep the system running when AC power is lost. Many UPS devices provide both line conditioner and surge protector functionality. Using a UPS provides the best protection for servers as well as configurations and critical data stored within them.

Operating Environment - Cooling

Customers installing the Cisterra CVDS are reminded to adhere to the operating temperature requirements for the server. This includes rack mounting with adequate space between servers, airconditioning and unobstructed airflow. Failing to maintain this environment may invalidate your warranty.

Please refer any questions regarding this section to the Cisterra TAC:

support@cisterra.com

Escalation Process

Cisterra realizes that all customer support situations are different. From time to time, there may be a need to escalate a support situation to increase response times. Should the need for escalation arise, contact the Customer Support Services (CSS) Manager—either through the support line (1-866-9658243) or by asking the CCS Manager or Support Engineer directly. The CSS Manager will take ownership of the ticket and provide future updates.

In addition to client-initiated escalation, cases are automatically escalated on the following timetable:

Elapsed Time	Severity 1 CRITICAL	Severity 2 MEDIUM BUSINESS IMPACT	Severity 3 MINIMAL BUSINESS IMPACT
4 hours	Assigned Engineer	-	-
8 hours	CSS Manager	Assigned Engineer	-
24 hours	VP Engineering	CCS Manager	Assigned Engineer
48 Hours	-	VP Engineering	CCS Manager

During the support process, Team Leaders or Support Engineers, are designated on a case-by-case basis. This person will be the primary contact during the resolution process unless the escalation process must be followed.

Escalation to Developer Support

If the Cistera TAC is unable to solve the customer's issue and needs further support, or if the Support Engineer identifies a defect in the equipment / software, the case is escalated to Developer Support. Once development has received the case, they will continue to work on the case until resolution is achieved. Following resolution, Developer Support will notify the TAC engineer responsible for escalation so that implementation can be scheduled. Developer Support required a minimum of 48 hours to get the initial engagement in place and access the nature of the situation.

Escalation requiring assistance from the Cisco TAC may take longer than normal due to the nature of the issue and Cisco TAC response time. Every effort will be made to meet our commitments as it commercially feasible.

Support Tier Comparison

	Support Program Comparisons	Support Hours
Tier 1 – “Basic” Support	Provides Cistera business hours only (M-F) during stated support hours. Customer assistance may be required in order to provide timely resolution.	8:00am – 6:00pm CST access to CTAC, phone and remote support
Tier 2 - 24/7 Extended Support	Provides extended support hours via phone and remote log in to the system Customer must have a technical administration member present to assist as required.	24/7 access to CTAC, phone and remote support
Tier 3 – 24/7 “Premium” Support (with Cistera remote access & monitoring)	Provides premium support (Remote access required). Customer is not required but is recommended to have a technical administrator on site. Monitoring is Call Home based on server and OS capabilities	24/7 access to CTAC, phone and remote support – Active Cistera monitoring in place
System Relocation / Reconfiguration assistance	\$375/hour with minimum block of 4 hours purchased. Must have a valid subscription in place prior to requesting this service	8:00am – 6:00pm CST unless agreed to in advance by Cistera Networks.
Replacement of EOL - EOS Cistera Convergence Server	Quoted based on the ongoing customer requirements including additional licenses or applications. EOL/EOS Servers have no trade in value.	Provided by your Cistera authorized partner or Cistera Sales

Reinstatement of Expires Subscription with Support	Reinstatement Fee for an expired Software Subscription with Support is \$450 if reinstated within 30 days of the original expiration date. Reinstatement after 30 days is 10% of the subscription cost. This will backdate the agreement to the original expiration date. Customers with Cistera supplied servers must provide remote access to Cistera to perform a complete system check. Once the subscription has lapsed more than 90 days, full payment is required in order to have new license keys installed. There are no exceptions to this provision.	Provided and managed by Cistera's Renewals Team
Major Product Upgrades	All major software version upgrades are chargeable. Specific information is available and based on each individual upgrade package.	Provided by your Cistera authorized partner or Cistera Sales

** No other provisions are available for support of third-party apps or hardware.

Cistera 2.x - End User License Agreement

NOTE: *This End User License Agreement (EULA) applies to Cistera Networks, Inc. Software commencing with Cistera 2.0 and all subsequent point releases i.e. 2.1, 2.2 etc. This EULA does not apply to any Cistera Network, Inc. Software releases prior to Cistera 2.0 or to future major releases such as Cistera 3.0. If you require the EULA for prior releases, contact Cistera Network, Inc. directly to obtain a copy.*

You ("Licensee") have acquired or are providing a device ("Hardware") designed to incorporate software ("Licensed Software") developed by Cistera Networks, Inc. ("Cistera"), which also includes software licensed by Cistera from one or more software licensors ("Third-Party Software"). The Licensed Software, as well as associated media, printed materials and "online" or electronic documentation are protected by international intellectual property laws and treaties. The Licensed Software is licensed, not sold. All rights are reserved by Cistera and/or third parties.

If you have employed/contracted a third party ("Third-Party Services Provider") to install and configure the Hardware and/or Licensed Software, then you hereby authorize the Third-Party Services Provider to accept this EULA on your behalf. Such acceptance occurs upon the installation and/or configuration of the Hardware and Licensed Software.

IF YOU DO NOT AGREE WITH THIS END USER LICENSE AGREEMENT ("EULA") DO NOT USE THE LICENSED SOFTWARE (DEFINED BELOW). INSTEAD, PROMPTLY CONTACT CISTERA FOR INSTRUCTIONS ON RETURN OF THE UNINSTALLED LICENSED SOFTWARE. ANY USE OF THE LICENSED SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE HARDWARE OR OTHER COMPUTING DEVICES, WILL CONSTITUTE YOUR AGREEMENT TO THIS EULA (OR RATIFICATION OF ANY PREVIOUS CONSENT)

In this EULA, save where the context otherwise requires, the following words and phrases shall have the following meanings:

"Agreement" this EULA together with any Purchase Order or other order form that specifies the prices for and use of the Hardware and the Licensed Software.

"License Subscription" is a non-perpetual license provided to Licensee by Cistera which allows Licensee the right to use the Licensed Software for a defined period of time (Subscription Term). The Licensed Software ceases to operate at the end of the Subscription Term unless Licensee purchases a new subscription.

"Subscription Term" the period of time defined in years, with defined a start date (installation) and end date, for which Licensee has purchased a License Subscription.

"Administration Console" that part of the "Licensed Software" which is used to configure the "Licensed Software" residing upon the "Hardware."

"Documentation" any documentation supplied to Licensee by Cistera from time to time during the term of this EULA and which relates to the Hardware or Licensed Software.

"Intellectual Property Rights" patents, trademarks, service marks, registered designs and applications for any of the foregoing, copyright, know-how confidential information, trade or business names, design rights and any other similar rights protected in any country.

"Object Code" the directly executable computer software program in binary code derived from Source Code using a compiler or otherwise.

"Source Code" all material necessary to enable a programmer of reasonable skill and experience to maintain and enhance software, including but not limited to, logic, logic diagrams, flow charts, orthographic representations, algorithms, routines, subroutines, utilities, modules, file structures, coding sheets, specifications and the program instructions.

1. License Subscription

1.1 License Grant. For the Subscription Term purchased for the License Subscription, Cistera hereby grants to Licensee a personal, non-transferable and nonexclusive license to use the Licensed Software solely for Licensee's internal business purposes at a site or sites owned or leased by Licensee and specified on the purchase order or delivery instructions provided by Licensee. (each "Site"). Documentation may be copied and used at a Site as reasonably necessary in connection with Licensee's authorized use of the respective Licensed Software.

1.2 License Restrictions. Licensee may not: (i) modify, adapt, decompile, disassemble, or reverse engineer any Licensed Software; (ii) create derivative works based on any Licensed Software; (iii) make copies of any Licensed Software, except for one copy of the machine readable code of the Licensed Software solely for backup or archival purpose; (iv) allow any third party to use or have access to any Licensed Software or Documentation; (v) transfer Licensed Software to any other location not specified in this Agreement, or sublicense to any third party, any Licensed Software or Documentation, or any part thereof; (vi) use any Licensed Software to perform Value Added Services (as defined below) without prior written permission from Cistera. Any copy of any Licensed Software or Documentation made by Licensee, including any partial copy, is the property of Cistera. Licensee will include on each such copy all copyright, trademark and other proprietary rights notices included by Cistera on the originals. As used in this Agreement, "Value Added Services" means using the Licensed Software in connection with providing services to any third party, including installation, integration and testing of hardware, software and/or networking solutions.

1.3 Licensee may only use the Licensed Software on the Hardware, and may only use the "Administration Console (s) provided with Software to modify the Licensed Software.

PROPERTY RIGHTS

2.1 Ownership. Licensee acknowledges and agrees that: (i) the Licensed Software and Documentation are the property of Cistera or its licensors, and not Licensee, and (ii) Licensee will use the Licensed Software and Documentation only under the terms and conditions described herein.

2.2 No Publication. The grant of the licenses hereunder and the carrying out of the transactions contemplated hereby shall not be deemed publication by either party of all or any portion of the Licensed Software.

2.3 Confidentiality. Licensee acknowledges that the Licensed Software and Documentation contain valuable proprietary information and trade secrets of Cistera and that it shall take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the Licensed Software and Documentation. Without limiting the foregoing, Licensee agrees: (i) to take with respect to the Licensed Software and Documentation at least those measures that it takes to protect its own confidential information; and (ii) that the Licensed Software and Documentation may not be disclosed, reproduced, summarized, distributed or used except as necessary to exercise the license granted hereunder.

2.4 Trademarks.

- a) Licensee acknowledges Cistera's ownership of the trademark "Cistera" the Licensed Software names, and all related trademarks and service marks. Licensee further acknowledges that it will acquire no interest in such trademarks and service marks by virtue of this Agreement or the performance by Licensee of its duties and obligations under this Agreement. Licensee agrees not to use the name "Cistera" or any of the Licensed Software names or marks (or any confusingly similar name or symbol), in whole or in part, as part of Licensee's business or trade name.
- b) Cistera grants to Licensee the non-exclusive, limited right to use the Licensed Software names and marks solely in connection with the license, granted to Licensee under this Agreement. Cistera makes no warranty, express or implied, to Licensee concerning the use or validity of such names and marks.
- c) Upon termination of this Agreement, Licensee agrees not to use Cistera's proprietary names and marks or any names or marks similar in sound or appearance.

2.5 Third Party Software. The Licensed Software contains Third Party Software. Some of the Third-Party Software may be open source software subject to an open source license other than the General Public License (GPL). In addition, some of the Third Party Software may be subject to a license agreement that limits its use, distribution and modification. Licensee shall comply with the

terms of the applicable license for the Third-Party Software. Most Third-Party Software is distributed with a copy of the applicable license. However, if Licensee is unable to determine the applicable license for any Third Party Software, Licensee shall not copy, redistribute, translate, decompile, reverse engineer, or otherwise modify the Third Party Software, or rent, lease, or otherwise transfer rights to the Third Party Software, without the written consent of the owner of the Third Party Software.

TERM AND TERMINATION

3.1 Term. This Agreement shall commence on the first day of the Subscription Term and shall remain in effect until the end of the Subscription Term, unless terminated as provided herein. Termination of this Agreement, unless terminated for cause under Subsection 4.2 below, shall not affect the terms and conditions contained in Subsection 3.3, Survival of Obligations, and shall govern such Licensed Software and Documentation.

3.2 Termination for Cause. This Agreement shall terminate immediately if Licensee attempts to reverse engineer the Licensed Software. Otherwise, this Agreement may be terminated by either party for a breach of any of its material terms, provided the non-breaching party provides to the breaching party 30 days written notice describing such breach and offering the breaching party an opportunity to cure. Failure to cure a material breach within the notice period shall result in automatic termination of this Agreement.

3.3 Survival of Obligations. The obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

3.4 Effect of Termination. Upon the termination of this Agreement:

- a) All fees incurred by Licensee as of the date of termination will be immediately due and payable to Cistera
- b) All rights and licenses granted by Cistera to Licensee under this Agreement will terminate
- c) Licensee must immediately cease use of the Licensed Software, remove the Licensed Software from all computers, servers and appliances, and return all copies of the Licensed Software and Documentation to Cistera, or, at Cistera's option, destroy all copies of the Licensed Software and Documentation in any form
- d) Within five (5) business days of such termination, Licensee must certify to Cistera in writing that Licensee has complied with Section 3.4(c) above.

INTELLECTUAL PROPERTY INDEMNITY

4.1 Indemnity. Subject to the limitations of Sections 4.2 and 6.2, Cistera will defend, at its own expense, any claim, suit or proceeding brought against Licensee to the extent it is based upon a claim that any Licensed Software licensed pursuant to this Agreement infringes upon any patent or any copyright or trade secret of any third party. Licensee agrees that it shall promptly notify Cistera in writing of any such claim or action and give Cistera full information and assistance in connection therewith. Cistera shall have the sole right to control the defense of any such claim or action and the sole right to settle or compromise any such claim or action. If Licensee complies with the provisions hereof, Cistera will pay damages, costs and expenses finally awarded to third parties against Licensee in such action (except as limited by Sections 4.2 and 6.2). If the Licensed Software is, or in Cistera's opinion might be, held to infringe as set forth above, Cistera may, at its option replace or modify such Licensed Software so as to avoid infringement, or procure the right for Licensee to continue the use of such Licensed Software. If neither of such alternatives is, in Cistera's opinion, commercially reasonable, such Licensed Software shall be returned to Cistera and Cistera's shall refund the License Fee paid by Licensee to Cistera for such Licensed Software.

4.2 Limitations. Cistera will have no liability for, and no obligation to defend Licensee against, any claim of infringement to the extent such claim is based on (a) use of a Licensed Software outside the scope of this Agreement; (b) use of a superseded or altered release of a Licensed Software if the infringement would have been avoided by the use of a current unaltered release of the Licensed Software; (c) the combination, operation, or use of a Licensed Software with other software, hardware or other materials if such infringement would have been avoided by avoiding the use of the Licensed Software with such software, hardware or other materials; (d) a theory of inducement of infringement or contributory infringement; (e) any modification of the Licensed Software not made by Cistera; or (f) Licensee's use of the Licensed Software after Cistera's notice that Licensee shall cease use of the Licensed Software due to such claim.

4.3 Entire Liability. TO THE FULL EXTENT PERMITTED BY LAW, THE FOREGOING STATES THE ENTIRE LIABILITY OF CISTERA TO LICENSEE CONCERNING INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO PATENT, COPYRIGHT AND TRADE SECRET RIGHTS.

WARRANTY

5.1 Licensed Software Warranty. Cistera warrants that for a period of sixty (60) days from the date of delivery (the "Warranty Period"), the Licensed Software will operate substantially in accordance with the applicable Documentation. Cistera does not warrant that the functions contained in the Licensed Software will meet Licensee's requirements or that the operation of the Licensed Software will be uninterrupted or error free. If, during the Warranty Period, the Licensed Software does not operate substantially in accordance with such Documentation, Licensee may so inform Cistera in writing and provide to it, such information and materials as Cistera may reasonably request to document and reproduce such problem and to verify whether any proposed solution corrects such problem. Such information may include a written explanation of such problem, a written description of the operating environment, and (if permitted) a copy of any software program used with the Licensed Software. Following the receipt of such information and materials, if Cistera determines that the Licensed Software does not operate substantially in accordance with such Documentation, then Cistera will at its election, (a) modify the Licensed Software so that it does operate substantially in

accordance with such Documentation, (b) replace the Licensed Software with other Cistera products offering substantially similar functionality or, (c) if (a) or (b) is not commercially feasible, refund the License Fee paid by Licensee to Cistera for such Licensed Software. The foregoing is Cistera's and its licensors' entire liability to Licensee, and Licensee's exclusive remedy for defects in any Licensed Software.

5.2 Exclusions. Cistera will have no responsibility, warranty or other obligations whatsoever with respect to: (a) the use of Licensed Software in a manner inconsistent with the respective Documentation or this Agreement, (b) any Licensed Software which has been modified by anyone other than Cistera, (c) failure of a Licensed Software as a result of accident, abuse or misapplication.

5.3 Limited Media Warranty. Cistera represents and warrants that the media, if any, on which the Licensed Software is furnished will be free from defects in material and workmanship under normal use for a period of sixty (60) days from the date of delivery of the Licensed Software to Licensee.

5.4 No Other Warranties. THE EXPRESS WARRANTIES IN THIS SECTION 5 ARE IN LIEU OF ALL LIABILITIES OF CISTERA FOR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE LICENSED SOFTWARE, OR DOCUMENTATION. CISTERA EXPRESSLY DISCLAIMS, TO THE FULL EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE LICENSED SOFTWARE OR DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE. THESE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

LIMITATION OF LIABILITY

6.1 EXCEPT FOR CISTERA'S OBLIGATIONS UNDER SECTION 5 ABOVE, LICENSEE AGREES THAT CISTERA'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEE PAID BY LICENSEE TO CISTERA FOR THE PARTICULAR LICENSED SOFTWARE INVOLVED. IN NO EVENT WILL CISTERA BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, LOSS OF DATA OR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE LICENSED SOFTWARE OR THE DOCUMENTATION, EVEN IF CISTERA HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY.

6.2 YOUR USE OF THE LICENSED SOFTWARE MAY BE REGULATED BY STATE, FEDERAL OR LOCAL LAWS (INCLUDING, BUT NOT LIMITED TO, LAWS WITH RESPECT TO INTERCEPTING AND RECORDING ELECTRONIC OR TELEPHONIC TRANSMISSIONS AND/OR CONVERSATIONS) AND YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THESE LAWS IN CONNECTION WITH THE USE AND OPERATION OF THE LICENSED SOFTWARE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL CISTERA BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY FOR YOUR FAILURE TO COMPLY WITH THESE LAWS.

GENERAL

7.1 Notices. All notices under this Agreement shall be sent to a party at the respective address indicated in the introductory paragraph hereof, or to such other address as such party shall have notified the other. All such notices so addressed shall be deemed duly given (a) upon delivery, if delivered by courier or by hand (against receipt); or (b) three days after posting, if sent by certified or registered mail, return receipt requested.

7.2 Governing Law; Jurisdiction; Attorneys' Fees. This Agreement shall be construed and controlled by the laws of the State of Texas, without reference to conflicts of law principles. If either party brings any action to enforce any rights arising out of or relating to this Agreement (whether or not suit is filed), the prevailing party shall be entitled to recover its costs and expenses related to such action, including reasonable attorneys' fees.

7.3 Export Controls. Licensee specifically acknowledges that the Licensed Software and Documentation may be subject to United States and other country export control laws. Licensee shall comply strictly with all requirements of all applicable export control laws and regulations with respect to all such software and materials.

7.4 Restricted Rights. If Licensee is an agency, agent, unit, or instrumentality of the United States Government then use, duplication or disclosure of the Licensed Software is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Restricted Rights clause at FAR 52.227 19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227 7013, or at 252.211 7015, or to Cistera's standard commercial license, as applicable, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Cistera Networks Inc, 5045 Lorimar Drive, Suite 180 Plano, Texas 75093.

7.5 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect unless the severed provision is essential and material to the rights or benefits received by either party. In such event, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement that most nearly affects their intent in entering into this Agreement.

7.6 No Waiver. A waiver of a breach or default under this Agreement shall not be a waiver of any other breach or default. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition unless accompanied by a clear written statement that such term or condition is waived.

7.7 Assignment. This Agreement and the rights hereunder are not transferable or assignable without the prior written consent of Cistera Networks.

7.8 Force Majeure. Except for payments due under this Agreement, neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "Force Majeure"), including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, strikes, or fuel crises.

7.9 Entire Agreement; Modifications. This Agreement contains the entire understanding of the parties with respect to the matters contained herein. Any deviations from or additions to the terms of this Agreement must be in writing and will not be valid unless confirmed in writing by duly authorized officers of Cistera and Licensee.



Administrator Training Certificate

In addition to your initial purchase, each renewal of your Cistera Networks Software Subscription with Support includes one (1) Cistera Administration Training at no cost. This training is scheduled and completed using WebEx to provide for flexibility in schedules and location.

To schedule and redeem this training please complete the following steps:

- 1) Send email requesting a training appointment to training@cistera.com
- 2) Include the list of attendees, their email address and phone numbers
- 3) Include a primary contact for scheduling.

Cistera's Support Staff will contact you to set up the date and time then send a calendar invite to all the participants noted in the request.

Training is specifically designed for the IT / Telecom administrator. No end user training is available. We request that the attendee count be limited to 5 people.

Training is held Monday thru Friday during Cistera's normal business hours. After hours training is available and will be quoted on request.

Once scheduled, any changes to the date and time will be made on a group level only.

Questions ? Please contact us at sales@cistera.com or (972) 381-4699



Cistera Networks, Inc.
PO Box 1245
Fayetteville, AR 72702-1245

Quote

Date	Quote No.
11/17/2025	10992025

Name / Address

Prairie View A&M University
P.O. Box 519
MS 1311
Prairie View, TX 77446-0519

Ship To

Prairie View A&M University
Information Technology Services
c/o Central Receiving
Room 210F
1178 Reda Bland Evans St

		Terms	Client
		Net 30	PV-Police Department
Item	Description	Client Amount	Total
500000-100	/University Police Department - Call and Radio Recording, 911 notification/ Annual (1 year) Software Subscription with Support, Cistera Cirrus / 2.x with the following licenses included 09/01/2025 - 08/31/2026 2 - Cistera 2.0 for VMWare Operating platform for CUCM 10.x and higher * 2 - QAMRecord Application Engine with 75 user Licenses Total (Active/Passive) 1 - Cistera LMRRecordApplication Engine with 5 Radio Recording Channels (non-redundant) 2 - EAN RapidBroadcast with 2500 Licenses total		48,376.00
Discount	EDU Discount 5% total		-2,418.00
CIS-7X06	12 month Extension of Lenovo 24x7 Hardware Maintenance for UPD x3650 Servers SN: J11VZVE, J11VZVF		3,510.00
	One-Year option to renew for 09/01/26 thru 08/31/27 would be \$49,468.00		

Total \$49,468.00

VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the Software Subscription with Support Agreement (“Agreement”) between Prairie View A&M University, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (“PVAMU”), and Cister Networks, Inc., a Texas corporation, (“Cister Networks”) dated Upon Execution. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and Cister Networks may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement:

Term. The initial term of this Agreement shall be for the period of time of one (1) year. Upon mutual written agreement of the Parties, this Agreement may be renewed for up to one (1) additional one (1)-year term (each a “**Renewal Term**”) by providing notice at least thirty (30) days prior to the end of the then-current term.

MISCELLANEOUS CLAUSES

Compliance with Laws. Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.

Data Privacy. Cister Networks shall hold PVAMU’s data in confidence. Cister Networks shall only use or disclose PVAMU’s data for the purpose of fulfilling Cister Networks’s obligations under this Agreement, as required by law, or as otherwise authorized in writing by PVAMU. Cister Networks shall restrict disclosure of the PVAMU’s data solely to those employees, subcontractors or agents of Cister Networks that have a need to access the PVAMU’s data in order for Cister Networks to perform its obligations under this Agreement. Cister Networks shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Cister Networks in this Agreement.

Cister Networks shall, within two (2) days of discovery, report to PVAMU any use or disclosure of PVAMU’s data not authorized by this Agreement or in writing by PVAMU. Cister Networks’s report must identify: (a) the nature of the unauthorized use or disclosure, (b) the PVAMU data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what Cister Networks has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Cister Networks has taken or will take to prevent future similar unauthorized use or disclosure. Cister Networks shall provide such other information, including a written report, as reasonably requested by PVAMU.

Cister Networks must promptly notify PVAMU of any legal request for PVAMU’s data from a third party and take (and assist PVAMU in taking) appropriate steps not to disclose such PVAMU data.

Within thirty (30) days of the expiration or termination of this Agreement, Cister Networks, as directed by PVAMU, shall return all PVAMU data to PVAMU in its possession (or in the possession of any of its subcontractors or agents) or delete all such PVAMU data if return is not feasible. Cister Networks shall

provide PVAMU with at least ten (10) days' written notice of Cister Networks's intent to delete such PVAMU data, and shall confirm such deletion in writing.

Entire Agreement. This Agreement constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

Indemnification. Subject to the statutory duties of the Texas Attorney General, Cister Networks shall indemnify, defend and hold harmless PVAMU, A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnities (each, a "Claim") arising out of or related to (i) an allegation that any of the good or services provided by Cister Networks under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) Cister Networks's breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of Cister Networks or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee's gross negligence or willful misconduct.

Independent Contractor. Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Cister Networks's service to PVAMU. Except as specifically required under the terms of this Agreement, Cister Networks (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of PVAMU or A&M System. As an independent contractor, Cister Networks is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Cister Networks and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of PVAMU and A&M System, including those applicable to conduct on its premises.

Insurance. Cister Networks shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

No Impediments. Cister Networks represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent Cister Networks's performance of the Services.

Non-Assignment. Cister Networks shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU. Any purported assignment in violation of this Section will be void.

Non-Waiver of Defaults. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. PVAMU and Cister Networks can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

PVAMU:

Prairie View A&M University
University Police Department
36142 Owens Rd
Prairie View, Texas 77446
Attention: Casey J. Davis
Telephone: 936-261-1372
Email: cjdavis@pvamu.edu

With a copy to:

Prairie View A&M University Contract Administration
P.O Box 519, MS 1311
Prairie View, Texas 77446-0519
Telephone: +1 936-261-1902
Email: Contracts@pvamu.edu

Cister Networks:

Cister Networks
PO Box 1245
Fayetteville, AR 72702
Attention: Jim Miller
Telephone: (972) 381-4695
Email: jmiller@cistera.com

Organization. If Cister Networks is a business entity, Cister Networks warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Cister Networks has been duly authorized to act for and bind Cister Networks. Upon PVAMU's request, Cister Networks shall promptly deliver to Cister Networks (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas

Secretary of State.

Refund of Deposit/Prepayment. In the event this Agreement is canceled and/or terminated by Cister Networks for reason not attributable to PVAMU or if canceled and/or terminated by PVAMU for default of performance by Cister Networks, then within thirty (30) days after cancellation and/or termination, Cister Networks will reimburse PVAMU for all advance payments paid by PVAMU to Cister Networks that were (i) not earned by Cister Networks prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from Cister Networks prior to cancellation and/or termination.

Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

Termination. PVAMU may terminate this Agreement for no cause on thirty (30) days' written notice to Cister Networks. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against PVAMU under this Agreement.

U.S. Currency. All amounts payable hereunder shall be paid in United States dollars.

Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

STATE AGENCY CLAUSES

Access by Individuals with Disabilities. Cister Networks represents and warrants that the goods and services provided hereunder comply with the accessibility requirements in Title 1, Chapters 206 and 213 of the *Texas Administrative Code* and Title II of the Americans with Disabilities Act and the technical standards set forth in the Web Content Accessibility Guidelines 2.1, level AA (available at <https://www.w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium (the "Accessibility Warranty"). Cister Networks shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that Cister Networks fails or is unable to do so, PVAMU may immediately terminate this Agreement, and Cister Networks will refund to PVAMU all amounts paid by PVAMU under this Agreement within thirty (30) days following the effective date of termination.

Access to Agency Data. Pursuant to Section 2054.138, Texas Government Code, Cister Networks shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security control baseline required by the then-current risk and authorization management program established by the Texas Department of Information Resources (“TX-RAMP”), to safeguard and preserve the confidentiality, integrity, and availability of PVAMU’s data (the “Security Controls”). Upon written request by PVAMU, Cister Networks shall provide PVAMU with evidence or a copy of the certification of its compliance with the Security Controls within thirty (30) days of such request.

Cloud Computing Services. As of the Effective Date, Cister Networks certifies that it complies with the then-current requirements of TX-RAMP. Pursuant to Section 2063.408, Texas Government Code, Cister Networks shall maintain TX-RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. Cister Networks shall provide PVAMU with evidence of its TX-RAMP compliance and certification within thirty (30) days of PVAMU’s request and at least thirty (30) days prior to the start of any renewal term of this Agreement. In the event that Cister Networks fails to maintain TX-RAMP compliance and certification throughout the Term, including any renewal term, PVAMU may immediately terminate this Agreement, and Cister Networks will provide a refund to PVAMU of any prepaid fees.

Conflict of Interest. Cister Networks certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of PVAMU or A&M System, has a direct or indirect financial interest in Cister Networks or in the transaction that is the subject of this Agreement.

Cybersecurity Training Program. Pursuant to Section 2063.104, Texas Government Code, Cister Networks and its employees, officers, and subcontractors who have access to PVAMU’s computer system and/or database must complete a cybersecurity training program certified under Section 2063.104, Texas Government Code, and selected by PVAMU. The cybersecurity training program must be completed by Cister Networks employees, officers, and subcontractors during the Term and any renewal period of this Agreement. Cister Networks shall verify completion of the program in writing to PVAMU within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. Cister Networks acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for PVAMU to terminate this Agreement for cause.

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, Cister Networks certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Dispute Resolution. To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and Cister Networks to attempt to resolve any claim for breach of contract made by Cister Networks that cannot be resolved in the ordinary course of business. Cister Networks shall submit written notice of a claim of breach of contract under this Chapter to the Senior Vice-President for Business Affairs & CFO of PVAMU, who shall examine Cister Networks’s claim and any counterclaim and negotiate with Cister Networks in an

effort to resolve the claim. This provision and nothing in this Agreement waives PVAMU's sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts.

Executive Order GA-43. To the extent that Cister Networks is providing goods to PVAMU under this Agreement, Cister Networks represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

Executive Order GA-48. Cister Networks represents and warrants that Cister Networks is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. Cister Networks acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of PVAMU or the A&M System. If this Agreement is terminated due to a false certification, Cister Networks will immediately reimburse PVAMU for all prepaid costs.

Export Control. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. Cister Networks certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

FERPA. If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA"), PVAMU hereby designates Cister Networks as a school official with a legitimate educational interest in any education records (as defined in FERPA) that Cister Networks is required to create, access, receive, or maintain to fulfill its obligations under this Agreement. Cister Networks shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or PVAMU in writing. Cister Networks is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. Cister Networks shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Cister Networks in this Section, including without limitation, the prohibition on redisclosure. Cister Networks shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

Franchise Tax Certification. If Cister Networks is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Cister Networks certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Cister Networks is exempt from the payment of franchise (margin) taxes.

Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of

the State of Texas.

Venue. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against PVAMU is to be in the county in which the principal office of PVAMU's governing officer is located.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of PVAMU to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on PVAMU's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on PVAMU except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by PVAMU nor any other conduct, action, or inaction of any representative of PVAMU relating to this Agreement constitutes or is intended to constitute a waiver of PVAMU's or the state's sovereign immunity.

Loss of Funding. Performance by PVAMU under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, PVAMU will issue written notice to Cister Networks and PVAMU may terminate this Agreement without further duty or obligation hereunder. Cister Networks acknowledges that appropriation of funds is beyond the control of PVAMU. In the event of a termination or cancellation under this Section, PVAMU will not be liable to Cister Networks for any damages that are caused or associated with such termination or cancellation.

Not Eligible for Rehire. Cister Networks is responsible for ensuring that its employees involved in any work being performed for PVAMU under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event PVAMU becomes aware that Cister Networks has a NEFR Employee involved in any work being performed under this Agreement, PVAMU will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by PVAMU.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Cister Networks agrees that any payments owing to Cister Networks under this Agreement may be applied directly toward certain debts or delinquencies that Cister Networks owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Prior Employment. Cister Networks acknowledges that Section 2252.901, *Texas Government Code*, prohibits PVAMU from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement. If Cister Networks is an individual, by signing this Agreement, Cister Networks represents and warrants that it is not a former or retired employee of PVAMU that was employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement.

Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations. Cister Networks certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. Cister Networks acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.

Prompt Payment. PVAMU will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

Public Information. Cister Networks acknowledges that PVAMU is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon PVAMU’s written request, and at no cost to PVAMU, Cister Networks will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of PVAMU in a non-proprietary format acceptable to PVAMU that is accessible by the public. Cister Networks acknowledges that PVAMU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and Cister Networks agrees that this Agreement can be terminated if Cister Networks knowingly or intentionally fails to comply with a requirement of that subchapter.

State Auditor’s Office. Cister Networks understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Cister Networks agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Cister Networks will include this provision in all contracts with permitted subcontractors.

Tax Exempt. As an agency of the State of Texas, PVAMU is tax exempt. Tax exemption certification will be furnished to Cister Networks upon request.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

ACCEPTED & AGREED:

PRAIRIE VIEW A&M UNIVERSITY

CISTER NETWORKS

A. Marie Harris

Jim Miller

Signature

Signature

A. Marie Harris

Jim Miller

Name

Name

Exec. Dir., PDSV

President

Title

Title

12/12/2025 | 4:06 PM CST

11/26/2025 | 10:25 AM CST

Date

Date