

Please indicate as appropriate:

**OFFEROR: Hoike Networks, Inc. DBA Framework 21**

☒ **TAKES NO EXCEPTIONS TO THE REQUIREMENTS OF THE SOLICITATION**

☐ **TAKES EXCEPTIONS TO THE STATEMENT OF WORK OF THE SOLICITATION**  
Please insert language; identify section, clause number (where applicable) and exception(s).

Offers, the following Clarifications.

☐ **TAKES EXCEPTIONS TO THE FOLLOWING TERM(S) AND CONDITION(S) OF THE SOLICITATION**  
Please insert language; identify section, clause number (where applicable) and exception(s).

Offers the following Clarifications.

**Uniform Terms and Conditions**

**Special Terms and Conditions**

**WSCA Terms and Conditions**

**Participating State(s)' [Identify each] Terms and Conditions**

☐ **TAKES THE FOLLOWING EXCEPTIONS TO OTHER REQUIREMENTS OF THE SOLICITATION:**  
Please insert language; identify section, clause number (where applicable) and exception(s).

Framework 21 takes no exceptions to the requirements of the solicitation. The following table outlines clarifications we have provided for the corresponding sections listed below.

The following attachments to the Offeror-Exception form herein provide additional information and supporting documentation to our clarification response below.

- Exceptions-Framework21-Attachment-WSCA End User License Agreement.pdf (referenced in the WSCA Statement of Work)
- Exceptions-Framework21-Attachment-Oracle Technical Support Policies 3312011.pdf (referenced in the WSCA End User License Agreement)

Section	Existing	Clarification
Statement of Work		

Section	Existing	Clarification
4.6 Product Delivery and Returns	4.6.2 Delivery Period. Reseller to provide delivery within ten (10) business days after receipt of a valid order unless conditions arise that are outside the control of the Reseller, such as product out of stock. If delivery cannot be within this time frame, Reseller is to notify Participating Entity of delay and anticipated ship date. If this delayed delivery is unacceptable to Participating Entity, the order can be cancelled without penalty.	4.6.2 Delivery Period.  Clarification: Delivery of all Publisher software is by website download from Oracle: edelivery.oracle.com Should PE require physical media, we will ensure delivery period requirement is met.
4.8 Product Installation Assistance	4.8 Product Installation Assistance. If the Participating Entity encounters difficulty in downloading or installing the software, the Reseller must provide assistance within eight business hours of being informed of the problem. If the installation issue is more complicated, such as an installation requiring limited configurations, Reseller may quote the total cost for services (estimated time, not to exceed contract hourly rates.) If installation or configuration requires the services of the publisher or designee, the Reseller may assist the Participating Entity in developing a separate agreement between the Participating Entity and the publisher or designee for that purpose.	4.8 Product Installation Assistance  Clarification: In the event a PE requires assistance in product installation, Oracle Support provides 7x24x365 support for its customers via a toll free number as well as through their mysupport.oracle.com website. Should the installation be more complex, Hoike would be more than glad to provide a quote for such services or to facilitate an agreement between Oracle and the PE for such services at the hourly rates submitted in our pricing worksheet.
<b>Uniform Terms and Conditions</b>		
2 CONTRACT INTERPRETATION	2.1 <b>Arizona Law.</b> The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.	Clarification: Any dispute with regard to Oracle software is governed by California law. Moreover, the Uniform Computer Information Transactions Act shall not apply.  Hoike agrees to Arizona Law applies.
	3.12 <b>Offshore Performance of Work Prohibited.</b> Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this	Clarification: Telephone technical support for Oracle software is provided by a global network of support service centers.  Hoike is not using any subcontract resources – including offshore resources.

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	<p>paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.</p>	
	<p><b>6.2 Indemnification.</b>  <b>6.2.1 Indemnification – Contractor/Vendor Indemnification (Not Public Agency).</b> The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.  <b>6.2.2 Indemnification – Public Agency Language Only.</b> Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."  <b>6.2.3 Indemnification - Patent and Copyright.</b> The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to</p>	<p><b>INDEMNIFICATION:</b></p> <p>Clarification: The Contractor shall defend, indemnify and hold harmless WSCA, the Lead State, and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors.</p> <p>If a third party makes a claims against a Participating Entity end user that any software infringes upon their intellectual property rights, Publisher, at its sole cost and expense will defend the Participating Entity against the claims and indemnify the Participating Entity from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Publisher, if the Participating Entity does the following:</p> <ul style="list-style-type: none"> <li>- notify Publisher's General Counsel promptly in writing, not later than 30 days after you receive notice of the claims;</li> <li>- give Publisher sole control of the defense and any settlement negotiations; and</li> <li>- give Publisher the information, authority, and reasonable assistance Publisher needs to defend against or settle the claims.</li> </ul> <p>If Publisher believes or it is determined that any of the programs may have violated a third party's intellectual property rights, Publisher may choose to either modify the program to be non-infringing (while substantially</p>

Section	Existing	Clarification
	A.R.S. § 41-621 and § 35-154, this section shall not apply.	<p>preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are no commercially reasonable, Publisher may end the license for the applicable program and refund any fees you may have paid to Publisher for it and any unused, prepaid technical support fees you have paid to Publisher for the applicable products. Publisher will not indemnify a Participating Entity if the Participating Entity alters a program to use it outside the scope of use identified in the user documentation of it the Participating Entity uses a version of the program which has been superseded, if the infringement claims could have been avoided by using an unaltered current version of the program which was provided to the Participating Entity. Publisher will not indemnify a Participating Entity to the extent an infringement claims is based upon a program not provided by Publisher. Publisher will not indemnify a Participating Entity to the extent that an infringement claims is based upon the combination of any program with any products or services not provided by Publisher. Publisher will not indemnify a Participating Entity for infringement caused by the Participating Entity's end user's actions against any third party if the Publisher's programs as delivered to the Participating Entity and used in accordance with the terms of the End User Agreement would not otherwise infringe any third party intellectual property rights. Publisher will not indemnify you for any infringement claims that is based on: (1) a patent that you were made aware of prior to the effective date of the End User Agreement (pursuant to a claims, demand, or notice); or (2) your actions prior to the effective date of the End User Agreement. If a third party makes a claim against Publisher that a program, when used in combination with any product or services provided by the Participating Entity infringes upon their intellectual property rights, and such claims would have been avoided by the exclusive use of the program, the Participating Entity will indemnify Publisher. This</p>

Section	Existing	Clarification
		section provides a Participating Entity the exclusive remedy for any infringement claims or damages.
	<p><b>7 WARRANTIES</b></p> <p><b>7.1 Liens.</b> The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.</p> <p><b>7.2 Quality.</b> Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be: (a) of a quality to pass without objection in the trade under the Contract description; (b) fit for the intended purposes for which the materials are used; (c) within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units; (d) adequately contained, packaged and marked as the Contract may require; and (e) conform to the written promises or affirmations of fact made by the Contractor.</p> <p><b>7.3 Fitness.</b> The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.</p> <p><b>7.4 Inspection/Testing.</b> The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.</p> <p><b>7.5 Compliance with Applicable Laws.</b> The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.</p> <p><b>7.6 Survival of Rights and Obligations after Contract Expiration or Termination.</b></p> <p><b>7.6.1 Contractor's Representations and Warranties.</b> All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto</p>	<p><b>Warranties</b></p> <p>Clarification: Contractor warrants that services will be provided in a professional manner consistent with industry standards. You must notify Contractor of any services warranty deficiencies within 90 days from performance of the deficient services.</p> <p>Publisher warrants that a program distributed to a Participating Entity will operate in all material respects as described in the applicable program documentation for one year from delivery. You must notify Publisher of any program warranty deficiency related to a program distributed to a Participating Entity with one year from delivery.</p> <p>Publisher does not guarantee that the programs will perform error-free or uninterrupted or that Publisher will correct all program errors.</p> <p>For any breach of warranties, the exclusive remedy and Publisher's entire liability shall be: (a) the correction of program errors that cause breach of the warranty; or, if Publisher cannot substantially correct such breach in a commercially reasonable manner and the Participating Entity's end user ends the program license, the Participating Entity may recover the fees paid to Publisher and Contractor for the program license distributed to the Participating Entity and any unused, prepaid technical support fees paid for the program license distributed; or (b) the repair or, at Publisher's option and expense, replacement of the defective product distributed to the Participating Entity, or if such repair or replacement is not reasonably achievable, the refund of the price you paid to Publisher and Contractor for the defective product distributed; or (c) the re-</p>

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	acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.	performance of the deficient services provided by Publisher and Contractor; or, if Publisher and Contractor cannot substantially correct a breach in a commercially reasonable manner and the Participating Entity ends those services, the Participating Entity may recover the fees paid to Publisher and Contractor for the deficient services. To the extent not prohibited by law, these warranties are exclusive and there are no other express or implied warranties or conditions including warranties or conditions or merchantability and fitness for a particular purpose.
<b>Special Terms and Conditions</b>		
6 RISK AND LIABILITY	<b>INDEMNIFICATION:</b> The Contractor shall defend, indemnify and hold harmless WSCA, the Lead State, and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.	<b>INDEMNIFICATION:</b> Clarification: The Contractor shall defend, indemnify and hold harmless WSCA, the Lead State, and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors.
<b>WSCA Master Agreement Terms and Conditions for Software VAR January 10, 2011</b>		
17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY	<b>17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY</b> Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property").	Clarification: Publisher grants to Participating Entity the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the ordering document), limited right to use the programs and receive any services you ordered solely for your internal business operations. Participating Entity may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and

Section	Existing	Clarification
	The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.	you are responsible for their compliance with this agreement in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations.
28. TITLE OF PRODUCT	<b>28. TITLE OF PRODUCT</b> Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.	Clarification: Publisher grants to Participating Entity the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the ordering document), limited right to use the programs and receive any services you ordered solely for your internal business operations. Participating Entity may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with this agreement in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations.
30. WARRANTY	<b>30. WARRANTY</b> The Contractor warrants for the period <a href="#">established per the publisher's standard warranty</a> from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the	Clarification: Contractor warrants that services will be provided in a professional manner consistent with industry standards. You must notify Contractor of any services warranty deficiencies within 90 days from performance of the deficient services.  Publisher warrants that a program distributed to a Participating Entity will operate in all material respects as described in the applicable program documentation for one year from delivery. The Participating Entity must notify Publisher of any program warranty deficiency related to a program distributed to a Participating Entity with one year from delivery.  Publisher does not guarantee that the programs will perform error-free or uninterrupted or that Publisher will correct all program errors.

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	<p>Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.</p>	<p>For any breach of warranties, the exclusive remedy and Publisher's entire liability shall be: (a) the correction of program errors that cause breach of the warranty; or, if Publisher cannot substantially correct such breach in a commercially reasonable manner and the Participating Entity's end user ends the program license, the Participating Entity may recover the fees paid to Publisher and Contractor for the program license distributed to the Participating Entity and any unused, prepaid technical support fees paid for the program license distributed; or (b) the repair or, at Publisher's option and expense, replacement of the defective product distributed to the Participating Entity, or if such repair or replacement is not reasonably achievable, the refund of the price you paid to Publisher and Contractor for the defective product distributed; or (c) the re-performance of the deficient services provided by Publisher and Contractor; or, if Publisher and Contractor cannot substantially correct a breach in a commercially reasonable manner and the Participating Entity ends those services, the Participating Entity may recover the fees paid to Publisher and Contractor for the deficient services. To the extent not prohibited by law, these warranties are exclusive and there are no other express or implied warranties or conditions including warranties or conditions of merchantability and fitness for a particular purpose.</p>