**ADDENDUM TO CRADLEPOINT**

**AUTHORIZED PARTNER TERMS & CONDITIONS**

This Addendum to Cradlepoint Partner Terms and Conditions (“Addendum”), is between **Cradlepoint, Inc**. a Delaware corporation, located at 1100 W. Idaho St., Suite 8, Boise, ID 83702 (“Cradlepoint”) and **XXXXXX**, located at XXXXXX (“Partner” or “Reseller”) and is effective **November 18, 2022** (the “Effective Date”). Partner and Cradlepoint are collectively referred to herein as the “Parties” and each individually, a “Party”.

WHEREAS, the Parties entered into XXXXXX Agreement effective XXXXX (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to add New York Office of General Services (NY OGS) terms and conditions to the contract.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree that effective as of the Effective Date of this Addendum:

1. **NEW YORK OFFICE OF GENERAL SERVICES (NY OGS) PROGRAM**
   1. **Prime Contract.**
      1. Cradlepoint has been awarded a contract with the State of New York, for the provision and sale of certain Information Technology Products and Services (Manufacturer Based), Contract No. PM69710, Group 73600 ("Prime Contract"). The initial term of the Prime Contract is until November 29, 2025. The State of New York may extend the Contract by an additional five (5) years (November 29, 2030). The Prime Contract was awarded as a result of a competitive solicitation process. Solicitation 22802 was the second Periodic Recruitment for the contract suite, which establishes additional Manufacturer Umbrella Contracts which will include common base terms and conditions, additional Lot-specific terms, and conditions. All qualified, responsive, and responsible Vendors whose pricing indicates that Products offered would be delivered at a reasonable price, as determined by OGS were eligible for award.
      2. The Prime Contract is a New York statewide agreement available to Authorized Users as determined by NY OGS. AUs include but are not limited to New York State agencies, political subdivisions, local governments, public authorities, public schools and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Exhibit C for Prime Contract.
   2. **Cradlepoint Authorized Reseller for NY OGS.** Cradlepoint selects Authorized Resellers (“Resellers”) to fulfil orders against the Prime Contract. Cradlepoint and Reseller desire that Reseller be allowed to accept and fulfill orders under the Prime Contract in Reseller's own name from authorized government purchasers ("Authorized Users" or “AU”).
   3. **State of New York Approval Process.**
      1. Upon full execution of this Addendum, Cradlepoint will seek the State of New York's approval for Reseller as an Authorized Reseller under the Prime Contract, specifically to resell designated Lots (the “Lots” or “Lot”).
      2. Lots awarded to Cradlepoint are:
         1. Lot 2 Hardware
         2. Lot 3 Cloud
         3. Lot 4 Implementation
      3. Reseller acknowledges and agrees ***not*** to initiate any sales activities under this Addendum until Cradlepoint has notified Reseller of the State of New York's written approval of Reseller as an Authorized Reseller under the Prime Contract.
   4. **Effective Date**. As of the Effective Date, Reseller shall have an "active" business status with the State of New York Secretary of State (which active status must be reflected in the State of New York’s Corporation and Business Entity online database, available at http://www.dos.ny.gov/corps/bus\_entity\_search.html). Reseller's right to resell under this Addendum is subject to maintaining its "active" status with the New York Secretary of State throughout the term of this Addendum.
   5. **Change in Reseller Status.** A change to Reseller's status to be anything other than "active" with the New York Secretary of State will automatically suspend Reseller's rights to resell under this Addendum for thirty (30) days, during which time, Reseller may seek to restore its "active" status with the state. If Reseller fails to restore its "active" status within that thirty (30) day period, then this Addendum shall be deemed to have automatically terminated as of day 31, and the Reseller's obligations under Section 6.3 shall apply, as set forth herein.
2. **ORDERING PROCESS**
   1. The functions described in this Addendum are the only functions authorized for performance by Reseller under the Prime Contract. Detailed guidelines are set forth in Exhibit A.
   2. Cradlepoint will not directly, or indirectly, by agreement, communication, or any other means, restrict any Reseller’s participation or ability to participate or compete in an AU request for quote (“RFQ”).
   3. Reseller shall accept orders directly from, issue invoices to, and accept payment directly from Authorized Users, in Reseller's own name, pursuant to the Prime Contract.
   4. **Quotes.**
      1. Resellers can provide quotes for contract items and open market product items to Authorized Users. Contract items shall be marked by Lot and open market items must be clearly marked as such. Contract items are those Cradlepoint products/services listed on the then-current Cradlepoint price list that Cradlepoint provides to the State of New York for this Prime Contract. This price list can be found on NY OGS COMeT and on Cradlepoint’s website at https://cradlepoint.com/solutions/ny-ogs/.
      2. Reseller may quote pricing for products within the awarded Lots equal to or less than those in Cradlepoint's then-current Prime Contract Price List, posted at a Cradlepoint public website address, to be provided by Cradlepoint. Prices and delivery terms offered by Reseller to Authorized Users must be FOB Destination inside storeroom or otherwise in accordance with the Prime Contract. Reseller is responsible for paying all costs of shipping and delivery.
   5. **Cradlepoint Certifications**. Reseller is authorized only to resell the new, genuine Cradlepoint products/services for which Reseller holds current Cradlepoint certifications (per Cradlepoint's Channel Partner Program) as related to the Lots authorized under this Addendum.
   6. **Purchase Orders**. Upon receipt of a purchase order (a “PO”), Reseller must ensure that the purchase orders clearly indicate contract items and open market items. All contract items should also be identified by Contract Lot. POs must also reference NY OGS contract number PM69710.
   7. **Subcontractors.** Reseller is prohibited from using subcontractors under this Addendum without the prior written approval of Cradlepoint. Any Reseller subcontractors providing products and/or services under this Addendum shall also have "active" business status with the State of New York Secretary of State and fully comply with all other terms and conditions of this Addendum. Reseller shall be solely responsible for all acts and omissions of its Subcontractors and must pass through all terms and conditions of the Contract to any lower tier Subcontractors.
3. **REPORTING, ADMINISTRATIVE FEES, AND AUDITS**
   1. **Monthly Sales Reporting.** Reseller acknowledges that its submission of its sales reports to Cradlepoint is a material term of this Addendum, and that Cradlepoint relies upon the Reseller's reported sales in providing sales reports to the State of New York. Cradlepoint retains the right to terminate this Addendum upon five (5) business days advanced notice to Reseller if Reseller fails to comply with this material requirement, including, but not limited to, any late reporting of sales or the New York State Minority Owned Business Enterprises and the Women Owned Business Enterprises (collectively "MWBE") reports (when Reseller and/or any of its subcontractors is a MWBE), the New York State Service-Disabled Veteran-Owned Business (collectively “SDVOB”) compliance reports (when Reseller and/or any of its subcontractors is a SDVOB NY OGS certified business), or the Workforce Utilization reports required by NY OGS.
      1. Detailed reporting instructions are outlined in Exhibit A.
      2. Reseller shall submit monthly sales reports to Cradlepoint using the Reporting Template set forth in Exhibit B.
   2. **Administrative Fees**. Reseller acknowledges that NY OGS assesses a 0.75% Administrative Fee for sales of all products and services sold under the Contract. Cradlepoint will submit quarterly payment to NY OGS for all reported sales under the contract and will invoice Reseller annually for their portion of the fees. Reseller will submit payment for the invoiced administrative fees within thirty (30) days of receiving the invoice. Reseller may be suspended or terminated from the program for failure to meet administrative fee requirements, at Cradlepoint’s discretion.
   3. **Audits**. Reseller is subject to audit by Cradlepoint and or the State of New York, including NY OGS, with respect to sales made under the Prime Contract, at Reseller's expense. Reseller must retain the supporting documentation for all sales and reports described herein, until three (3) years after the expiration of the Prime Contract, six (6) years after the date a final sales report was created (see 7.3 below), or the period specified in the Prime Contract, whichever is later. This obligation survives the expiration of this Addendum.
   4. **Reseller's Designated Points of Contact.** 
      1. Program/Contract Compliance – Individual responsible for ensuring compliance with the NY OGS Program guidelines and requirements.
      2. Sales Reporting – Individual responsible for providing monthly and quarterly sales reports to Cradlepoint (as described below).
      3. Administrative Fee Payments – Individual responsible for paying the yearly administrative fee.
      4. Changes to Reseller Contacts – Reseller must notify the Cradlepoint OGS Team ([nyogs@cradlepoint.com](https://cradlepointinc-my.sharepoint.com/personal/jen_mceachern_cradlepoint_com/Documents/Contracts/Administrative/nyogs@cradlepoint.com)) of any changes to the assigned points of contact within five (5) business days.
4. **NEW YORK STATE CERTIFIED MWBES AND SDVOBS.**
   1. The terms in this Section 4 shall apply to Resellers who are certified by the State of New York as a Minority and Women-Owned Business Enterprise ("MWBE Reseller"), Resellers who are certified by the State of New York as a Service-Disabled Veteran-Owned Business (“SDVOB Reseller”), and Resellers that subcontract to MWBE and/or SDVOB companies under this Addendum.
   2. **Status Change**. MWBE and/or SDVOB Reseller shall notify Cradlepoint in writing immediately if their status as a MWBE and/or SDVOB Reseller changes or if the MWBE and/or SDVOB status of the Reseller's subcontractor changes during the Term of this Addendum.
   3. **Reports.**
      1. On or before the fifth day of every month, MWBE and/or SDVOB Reseller shall submit a report in the format set forth in Exhibit B to Cradlepoint via a Cradlepoint-provided email alias. Reseller acknowledges that the information it provides to Cradlepoint in its monthly sales report will be relied upon and used by Cradlepoint in submitting Cradlepoint's monthly MWBE report and monthly SDVOB Contractor Compliance Report to the State of New York. By submitting monthly sales reports to Cradlepoint, Reseller represents that such reports are true, correct, accurate and complete.
      2. Upon request by the State of New York, MWBE and/or SDVOB Reseller agrees to provide Cradlepoint and/or the State of New York with other relevant information related to its monthly MWBE and/or SDVOB Reports and shall retain all documents in support of its MWBE and/or SDVOB Reports for a minimum of six 6 years following the year in which the MWBE and/or SDVOB report was provided to Cradlepoint (or such longer period specified in the Prime Contract).
5. **RESELLER INDEMINIFICATION** 
   1. Reseller shall indemnify, defend and hold harmless Cradlepoint (and its parent, affiliated, and subsidiary companies, and their respective officers, directors, employees and agents) from all claims, suits, losses, expenses, damages, penalties, liabilities, and costs of every type and descriptions (including, but not limited to, Cradlepoint's reasonable attorney's fees) relating to or arising out of the acts or omission of Reseller or its officers, directors, employees, agents, partners, subcontractors, or representatives, including but not limited to, those relating to the submission of the monthly and quarterly sales reports and/or the failure to comply with the reporting requirements under this Addendum and/or the Prime Contract.
   2. Reseller shall be solely responsible for any claims, warranties or representations made by Reseller or its employees, agents, representatives, and/or subcontractors which differ from the warranty provided by Cradlepoint in the limited warranty included in the packaging of each product sold or licensed hereunder, or which differ from published documentation provided by Cradlepoint. All published limited warranties accompanying the products and made by Cradlepoint are for the benefit of the Authorized User only.
   3. Reseller shall be fully liable for the actions of its agents, employees, representatives, partners, and/or subcontractors and shall fully indemnify, defend, and hold harmless Cradlepoint and its parent, affiliated and subsidiary companies, and their respective officers, directors, agents, and employees, from suits, actions, damages, and costs of every name and description, including, but not limited to, attorneys' fees, arising from or relating to personal injury and/or damage to real or personal tangible property alleged to be caused in whole or in part by the Reseller, its agents, employees, representatives, partners, and/or subcontractors, provided, however, that the Reseller shall not indemnify for that portion of any loss or damages proximately caused by the active or gross negligence or willful misconduct of the State of New York or a customer.
6. **TERM, TERMINATION, AND RECORD RETENTION** 
   1. **Term.** The initial term of this Addendum shall begin on the Effective Date and continue until the termination date of the Prime Contract period, unless renewed or extended by the State of New York, or otherwise terminated by either party, as provided herein. Cradlepoint’s acceptance of the subsequent state term renewal(s) or extension(s) offered by the State of New York will automatically be incorporated into this Addendum and this Addendum will co-terminate with renewal or extension termination date.
   2. **Termination**.
      1. Either party shall have the right to terminate this Addendum at will, at any time, with or without cause, by written notice to the other given not less than thirty (30) days prior to the effective date of such notice.
      2. Cradlepoint shall have the right to terminate this Addendum upon five (5) business days advanced written notice for cause if Reseller fails to fully comply with the sales reporting requirements set forth herein, violates any provision of this Addendum, the Prime Contract, or the Agreement.
      3. Notwithstanding any other provision of this Addendum, to the greatest extent permitted by applicable law, Cradlepoint may terminate this Addendum immediately and without notice if Reseller violates, or is alleged to have violated, any law or regulation relating to anti-corruption, antibribery, anti-trust, or export control or if Cradlepoint has a reasonable basis to believe that Reseller has violated such laws or regulations outlined in Section 7.
      4. This Addendum shall automatically terminate upon expiration, termination of the Prime Contract, or in accordance with Section 1.5.
   3. **Record Retention.** 
      1. In the event that this Addendum is terminated (as provided herein), or upon its expiration, Reseller will submit to Cradlepoint a final sales report appropriately marked, that includes the required sales information.
      2. Reseller must retain all supporting documentation of its sales reports for six (6) years after the date when such reports were created (or such longer period specified in the Prime Contract). This record retention obligation survives the expiration of this Addendum.
7. **COMPLIANCE WITH LAWS** 
   1. In performing its duties under this Addendum, each party agrees not to engage in any illegal or unethical practices and shall at all times comply with all applicable international, federal, state and local laws, including the Foreign Corrupt Practices Act of 1977 or similar laws in any jurisdiction, and any anti-boycott laws, and any implementing regulations relating to any of the foregoing and shall at its own expense undertake all necessary actions to ensure that the Agreement is enforceable in its jurisdiction. Without limiting any of the foregoing, Partner agrees that Partner shall not download, export, or re-export any software or technical data received hereunder, regardless of the manner in which received, (a) into, or to a national or resident of, any country to which the United States has embargoed goods, or (b) to anyone on the United States Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Denial Orders. Partner shall indemnify and hold Cradlepoint harmless from and against any liabilities, damages, costs and expenses, including reasonably attorneys’ fees and costs, resulting from any breach by Partner of this Section 6.1.
   2. Reseller agrees to abide by all laws and regulations applicable to contracting with the State of New York, including, without limitation, anti-corruption, conflicts of interest, and gift and gratuity laws and regulations. Reseller will not provide any kind of gift or gratuity on Cradlepoint's behalf or for Cradlepoint's benefit to any third party. Cradlepoint retains the right to suspend or terminate this Addendum immediately upon written notice in the event that Reseller breaches the terms of this Section 6 (Compliance with Laws).
8. **EFFECT OF ADDENDUM**. To the extent that any term of the Agreement is inconsistent with the terms of this Addendum, such terms and provisions will be deemed superseded hereby, but only with respect to the subject matter hereof. The Agreement will otherwise continue in full force and effect as written.
9. **NO OTHER CHANGES**. Except as expressly amended by this Addendum, all the terms of the Agreement shall remain in full force and effect.
10. **COUNTERPART SIGNATURE**S. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

ACCEPTED AND AGREED:

Cradlepoint, Inc. Partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Address: 1100 W. Idaho St., Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Suite 8

Boise, ID 83702 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: [legal@cradlepoint.com](mailto:legal@cradlepoint.com)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email or Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

**Cradlepoint NY OGS Program Guidelines**

1. **Request For Quote Process**
   1. All transactions under the NY OGS contract will be determined via a competitive Request for Quote (“RFQ”) Process executed by Authorized Users (“AU”). RFQs will be distributed to awarded resellers in the applicable Lot in accordance with Contractual terms. Resellers will compete against each other by submitting quotes to the AU as directed int eh RFQ. The winning Reseller will enter into an AU Agreement with the AU.
   2. Authorized Users may distribute Requests for Quotes (RFQ) and Request for Information (RFIs) either via email or through the COMeT portal. Every individual needing to access the portal to view or respond to RFQs and RFIs must request access from OGS when first visiting the portal. This applies both to brand new users of the portal as well as to contractors that currently have portal access for contract modification submissions.
   3. Instructions on how to request access to the RFQ portal, as well as how to respond to an RFQ or RFI distributed through COMeT are available here: <https://comet.ogs.ny.gov/signing>. To access the instructions:
      1. Select the drop-down arrow next to “Resources”
      2. Select “Templates and Guides”
      3. The RFQ instructions can be found here.
   4. All quotes are binding for 120 days unless otherwise indicated in the AU’s RFQ.
   5. When awarded an RFQ, Reseller will receive a purchase order from the AU. Reseller must ensure that the purchase orders clearly indicate on-contract items and non-contract items. All on-contract items should also be identified by Contract Lot. POs must also reference NY OGS contract number PM69710.
2. **Ordering Process**
   1. Reseller may request NY OGS discounted pricing via the NY OGS Registration Form found within Cascade. Additional discounts may be available pending Sales approval through deal registration and SPA pricing for NY OGS opportunities.
   2. Reseller must place orders with Distribution within three (3) business days from receipt of AU’s purchase order.
      1. Reseller shall not place an order without an AU purchase order.
      2. All orders are subject to Distributor’s acceptance. Distributor shall have no liability for any orders it rejects.
      3. All Reseller orders must be copied to the NY OGS Program Manager at [NYOGS@cradlepoint.com](mailto:NYOGS@cradlepoint.com).
   3. All Reseller purchase orders to distribution shall include the following information:
      1. Contract number PM69710
      2. Authorized User Entity Name
      3. Name, phone number, and address of the ordering Authorized User representative
      4. Bill-to name and address
      5. Ship-to name and address as well as any delivery requirements (inside delivery, delivery hours, expedited, etc.)
      6. Pricing elements broken out by line item, consistent with Cradlepoint’s Product and Price List for this Contract and the published hourly rates and ceiling prices for any Implementation Services provided
   4. All Reseller invoices to Authorized Users shall include the following information:
      1. Contact Number PM69710
      2. Contractor/Reseller Name
      3. NYS Vendor ID
      4. Manufacturer Part Number (SKU)
      5. Product Name
      6. Contract Lot
      7. Product Description
      8. Quantity
      9. RFQ product price(s)
      10. Extended RFQ price
      11. Invoice Total
   5. Reseller must accept Purchase Card (P-Card) from any Authorized Users. No fees shall be charged for use of a P-Card.
3. **Pricing**
   1. Any NY OGS administrative fees and any shipping/freight charges are the responsibility of the Reseller and must be considered when pricing products and services for Customers. End users cannot be charged.
   2. Prices quoted in the RFQ process described in Section I above must be equal to or better than the prices established in NY OGS Appendix E – Pricing Pages (see paragraph C, below). Resellers can quote better pricing in any RFQ responses (as described in Section I, above). The minimum discount and maximum hourly rates are contractual obligations.
      1. Lot 2 – Hardware has a minimum discount of 25% off MSRP.
      2. Lot 3 – Cloud has a minimum discount of 25% off MSRP.
      3. Lot 4 – Implementation Services establishes a maximum hourly rate for each type of service.
   3. The Product and Price List may be adjusted from time to time (both products and pricing). Pricing will be posted to the Cradlepoint NY OGS contract page: <https://cradlepoint.com/solutions/ny-ogs/>
4. **Shipping and Delivery**
   1. All deliveries shall be FOB Destination, freight pre-paid and allowed at the dock of the Authorized User. Unless otherwise agreed in the Authorized User Agreement, for the purposes of Lot 3 – Cloud, delivery shall be deemed to have occurred when the Authorized User is granted access to the required features and functionality of the Cloud Product.
   2. Delivery to Customer must be within thirty (30) days of the Authorized User’s purchase order issuance date.
   3. Reseller may charge a reasonable fee for Authorized User requested expedited shipping and handling. If the Customer requires expedited shipping and handling, the additional charge must be added to the order as a line item and included on the AU’s purchase order.
   4. Resellers are responsible for ensuring that the Bill of Lading states “charges prepaid” for all standard shipments.
5. **Marketing/ Branding/ Logos** Reseller acknowledges that any marketing material, press release, use of the Cradlepoint or NY OGS logos or branding, or any other reference to Reseller’s activity under this Program must be approved by Cradlepoint prior to its use or release.
6. **Reports** 
   1. Reseller must submit a sales report to the Cradlepoint NY OGS Program Manager ([NYOGS@cradlepont.com](mailto:NYOGS@cradlepont.com)) by the 5th day of each month. The sales report must include all NY OGS Contract sales and activity for the preceding month. Sales are to be reported based on Invoice Date. For example, if an order is placed/PO received on January 25th but the invoice is not sent to the Authorized User until February 10th, the sale would be reported in the February Sales Report.
   2. Reseller must submit a Workforce Utilization Report via the NYS Contract System (<https://ny.newnycontracts.com>) by the 10th day of April, July, October, and January. The Reseller shall submit a Workforce Audit to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Audits must be submitted electronically in the NYS Contract System through the Workforce Audit Module found at the website above.
   3. In limited instances, the Reseller may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Reseller shall submit the Workforce Audit and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce will be utilized on the Contract cannot be separated out from the Reseller’s total workforce, the Reseller shall submit the Workforce Audit and indicate that the information provided is the Reseller’s total workforce during the subject timeframe, not limited to work specifically performed under the Contract.
   4. The reporting process is subject to ongoing review and process improvement and may be revised from time to time.
   5. **Reseller may be suspended or terminated from the program for failure to accurately complete any NY OGS reports, at Cradlepoint’s discretion.**
7. **Business Plan**
   1. Reseller must maintain a current Business Plan and participate in a semi-annual business review with Cradlepoint Partner Manager and Program representatives.
   2. Business Plan must include, but is not limited to the following:
      1. Company overview
      2. NY OGS training plan for internal stakeholders
      3. Reporting process that ensures sales reports and administrative fees are accurate and submitted in a timely manner
      4. Marketing Strategy for NY OGS opportunities that includes two (2) demand generation activities.
   3. Cradlepoint will perform the semi-annual business review with appropriate leadership and territory sales representatives to discuss pipeline and ongoing go to market strategy (GTM).
8. **Reseller Compliance and Review**
   1. Reseller must demonstrate marketing and customer service standards that maintain high quality services and reflect favorably on both the Reseller’s and Cradlepoint’s reputations. Resellers must provide all Customers with prompt, courteous, and efficient service and shall deal with Customers honestly and fairly.
   2. Reseller must ensure all appropriate staff participate in Cradlepoint required trainings regarding the NY OGS Program and its related processes. This training includes but is not limited to:
      1. NYSCS Training – <https://ny.newnycontracts.com/events.asp>
         1. Introduction to the System – Vendor Training
         2. Contract Compliance Reporting -Vendor Training
      2. Cradlepoint Training
         1. NY OGS Program Training
   3. Reseller must not make any false or misleading representations to any Customer with regard to the products or services. Reseller must not make any representations with respect to the specifications, features, or capabilities of products which are not consistent with those described in the Cradlepoint manufacturer’s documentation.
   4. Cradlepoint will perform a NY OGS Program performance review every six (6) months to determine if the Reseller is compliant with the terms of the Program. This may be performed in conjunction with the quarterly business review or separately by the NY OGS Contract Manager. Reseller agrees to provide all requested documentation related to the NY OGS Program, the orders, and the Customer communications for such review and to assist in resolving any issues noted. The performance review may be on-site at Cradlepoint headquarters in Boise, Idaho; a desk review; or at the Reseller’s place of business, at Cradlepoint’s sole discretion.
   5. If Reseller fails to comply with the terms of the NY OGS Program, Cradlepoint reserves the right to (i) require the Reseller to comply with a written corrective action plan, (ii) suspend, or (iii) terminate the Reseller from the NY OGS Program, at its sole discretion.
9. **Grievances/Remedies**
   1. Cradlepoint will investigate any and all complaints regarding a Reseller from any Authorized User or State representative. If the issue identified in the complaint is corroborated or confirmed, Cradlepoint may require the Reseller to provide a written corrective action plan, participate in remedial or targeted training, and/or may perform additional or more frequent performance or business reviews. If issues persist, Cradlepoint reserves the right to terminate or suspend the Reseller from the NY OGS Program, at any time at, its sole discretion.
   2. Cradlepoint will address all problems, complaints and issues regarding NY OGS Program Customers, the State, Distributor, or Cradlepoint representatives presented by Reseller in a timely manner. Reseller should contact the NY OGS Program Manager at [NYOGS@cradlepoint.com](mailto:NYOGS@cradlepoint.com). Issues are subject to the Cradlepoint escalation process and Cradlepoint reserves the right to final decision on any matter related to the NY OGS Program.

**Exhibit B**

**Cradlepoint NY OGS Reporting Template**

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**Exhibit C**

**NY OGS Prime Contract**

