

Tandem Cyber Operations Customer AGREEMENT

This Customer AGREEMENT (“**Agreement**”) is effective as of November 15, 2021 by and between Tandem Cyber Operations, LLC., of Kansas, having its principal place of business at 901 Sumner Avenue Sumner, WA 98390 (“**We**” or “**Us**” or “**Our**” or “**Tandem Cyber**”), and the Board of Trustees of the Nebraska State Colleges at 1327 H. Street, Lincoln, NE 68508 (“**You**” or “**Your**” or “**Customer**”). This Agreement is for a three-year term, ending on November 14, 2024.

In consideration of the promises, terms and conditions set forth herein, the parties hereby agree as follows:

1. Definitions

- a. “Acceptable Use Policy” means the Acceptable Use Policy set forth in Appendix A.
- b. “Customer Data” means electronic data and information provided by the Customer or collected from the Customer as part of the Service.
- c. “Customer” is the customer specified on an Order Form that will benefit from the Service.
- d. “Service Level Agreement” (“SLA”) means the description of our services and any deliverables or measures of performance as set forth Appendix B
- e. “Services” means the products and services that are ordered by You under an Order Form, including any documentation.

2. Services Provided and Equipment. A description of Services all provided by Tandem Cyber is provided in the SLA. Services ordered under this Agreement are identified in Appendix C. Tandem Cyber may ship to You certain equipment that is necessary to provide the Services (the “**Equipment**”). You are responsible for installing the Equipment at the location(s) specified by Tandem Cyber. The Equipment is a part of the Service and loaned to You by Tandem Cyber, not sold. You acknowledge that should You attempt to install or use the Equipment at a location other than specified by Tandem Cyber, the Services may fail to function or may function improperly. Other than normal wear and tear, You are directly responsible for loss, repair, replacement and other costs, damages, fees and charges if You do not return the Equipment to Tandem Cyber in an undamaged condition.

3. Reservation of Rights and Ownership. Tandem Cyber owns the Services, the Software, the Documentation and any underlying infrastructure. You acknowledge and agree that (a) the Services, any Software and Documentation are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, (b) Tandem Cyber retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Services, the Software, any Documentation, any other deliverables, any and all related and underlying technology and any derivative works or modifications of any of the foregoing, including, without limitation, as may incorporate suggestions from You as contemplated by Section 8 below, (c) there are no implied licenses and any rights not expressly granted to You hereunder are reserved by Tandem Cyber, (d) the Software and access to the Services are licensed on a subscription basis, not sold, and You acquire no ownership or other interest (other than the license rights expressly stated herein) in or to the Services, any Software and Documentation and (e) the Services are offered as an on-line, hosted solution, and that You have no right to obtain a copy of the Services.

4. Restrictions, Responsibilities, Prohibited Use and Customer Data.

(a) **Restrictions.** You agree not to, directly or indirectly: (i) modify, translate, copy or create derivative works based on the Service or any element of the Software, (ii) interfere with or disrupt the integrity or performance of the Services or the data contained therein or block or disrupt any use or enjoyment of the Services by any third party, (iii) attempt to gain unauthorized access to the Services or their related systems or networks or (iv) remove or obscure any proprietary or other notice contained in the Services, including on any reports or data printed from the Services. You agree to abide by the terms of the Acceptable Use Policy in Appendix A.

(b) **Responsibilities of Tandem Cyber.** Tandem Cyber shall provide the Service as further described in the Service Level Agreement. The Services provided under this Agreement shall include any Software, plug-ins or extensions related to the Services or upon which the Services are based including any and all updates, upgrades, bug fixes, dot releases, version upgrades or any similar changes that may be made available to You from time to time, the Documentation as updated from time to time, regular maintenance, and other technology, user interfaces, know-how and other trade secrets, techniques, designs, inventions, data, images, text, content, Application Programming Interfaces (APIs), and tools provided in conjunction with the Services (“Tandem Cyber Property”).

(c) **Your Responsibilities.** You must identify the administrative users for Your account (“**Administrators**”). Each Administrator will receive an administrator ID and password and will need to register with Tandem Cyber. You are responsible for notifying Tandem Cyber about

changes to Administrators, including but not limited to termination, change of authority, and adding Administrators. You acknowledge and agree that Your Administrators will be able to view all Customer Data, traffic and activities that occur on Your network and that You are responsible for all activities that occur under Your Administrator accounts. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time to time to new Administrators replacing former Administrators who have terminated an employment or some other prior relationship with You, changed job status or function, or otherwise no longer require ongoing access to the Services. You shall (i) obtain any licenses and/or consents necessary for Tandem Cyber to perform its obligations under this Agreement (including any consents from Customers), (ii) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords, (iii) prevent unauthorized access to, or use of, the Services, (iv) notify Tandem Cyber promptly of any unauthorized use of the Services or any breach, or attempted breach, of security of the Services and (v) not use the Services in a manner that would violate the laws of any country in which the You are located.

(d) **Prohibited Use.** Because You may access the Services from anywhere in the world, it is Your responsibility to ensure that You and the Users have the right to access and use the Services where You are located. You represent and warrant that You are neither a Prohibited Person nor owned or controlled by a Prohibited Person. **"Prohibited Persons"** shall mean a person or entity appearing on the lists published by the U.S. Department of Commerce, the U.S. Department of State, the U.S. Department of Treasury or any other list that may be published by the U.S. Government, as amended from time to time, that is prohibited from acquiring ownership or control of items under this Agreement, or with which Tandem Cyber is prohibited from doing business. You further represent that the Services shall not be used for or in connection with nuclear activities; the development of biological or chemical weapons, missiles, or unmanned aerial vehicles; to support terrorist activities; or in any other way that would violate U.S. export controls or economic sanctions laws. You agree to promptly notify Tandem Cyber and terminate Your use of the Services if You discover that any of the foregoing conditions apply. Tandem Cyber may suspend any use of the Services it reasonably believes may be (or that is alleged to be) in violation of the foregoing.

(e) **Customer Data.** You grant Tandem Cyber the right to store, process and retrieve data that You transmit to Tandem Cyber in connection with use of the Services (**"Customer Data"**). You warrant that You have the necessary rights to transfer Customer Data to Tandem Cyber to process the Customer Data as contemplated by the Services. You retain all rights to the Customer Data transmitted to the Services and such Customer Data is protected by Tandem Cyber as further described in Section 7. Tandem Cyber may utilize the information obtained by the Services to (i) maintain and improve the Services, (ii) comply with legal or contractual requirements, (iii) statistically analyze anonymous aggregated information and (iv) otherwise analyze the Services. Tandem Cyber's privacy and data protection policy is available upon request.

5. **Fees and Payment.** Fees under this Agreement are calculated annually as the sum of two portions:
- a. A flat rate \$5,832 per year for each of the four entities. Each College is an entity and the System Office is an entity.
 - b. An annual rate of \$10.80 per student, faculty, and staff FTE. The FTE count for the Colleges are measured using IPEDS Fall FTE count of students, faculty, and staff as available annually in November. FTE for the System Office is the employee headcount as of November 1st each year.

Fees will be prorated into quarterly payments or, in the case of the first and last payment, prorated for the portion of the quarter in which services are provided. Quarterly payments are invoiced in January, April, July, and October. Increases or decreases in annual fees due to FTE changes will be reflected in the January invoice.

Fees under this Agreement shall not exceed \$340,000 over the three-year term. Payments will be due in accordance with the terms of the Nebraska Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408. If You believe that Tandem Cyber has billed You incorrectly, You must contact Tandem Cyber no later than ten (10) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit.

6. **Compliance with Laws.** Both parties represent and warrant that, during the term of this Agreement, the parties will comply with all applicable foreign, federal, state and local statutes, laws, orders, rules, regulations and requirements, including those of any governmental (including any regulatory or quasi-regulatory) agency in connection with Your use of the Services.

7. **Confidentiality.** Either party (as a **"Discloser"**) may disclose confidential and proprietary information, orally or in writing (**"Confidential Information"**) to the other party (as a **"Recipient"**). All such information shall be marked with a restrictive legend of the Discloser or, if disclosed orally, it shall be identified as confidential at the time of disclosure and summarized in writing within thirty (30) days in order to be protected hereunder. Notwithstanding the foregoing marking requirements, Tandem Cyber acknowledges that Customer Data and any data that Tandem Cyber collects from You in the course of providing the Services is Your Confidential Information and is therefore protected as such under this Section 7. Notwithstanding the marking requirements of this section, You acknowledge that the following constitutes Confidential Information of Tandem Cyber: any trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Services; the Software; the design and architecture of the Services; the computer code, internal documentation, and design and functional specifications of the Services; and any problem reports, analysis and performance information related to the Services. Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only (a) with the Discloser's prior written consent and (b) to those employees, officers and directors with a clear and well-defined "need to know" purpose who are informed of and bound by the obligations of this

Agreement. Notwithstanding the foregoing, The Recipient may disclose Confidential Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. The Discloser agrees that the foregoing obligations shall not apply with respect to any information that the Recipient can document (i) is rightfully in its possession or known to it prior to receipt from the Discloser, (ii) is or has become public knowledge through no fault of the Recipient, (iii) is rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation or (iv) is independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of this Agreement for any reason, each party shall promptly return to the other party or destroy all copies of the other party's Confidential Information and copies, notes or other derivative material relating to the Confidential Information.

8. Suggestions. You agree that Tandem Cyber, in its sole discretion, may use or incorporate into the Services or the Software any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or other personnel relating to the Services or the Software. Any such suggestions shall not be deemed to constitute Confidential Information or to impose any confidentiality obligations on Tandem Cyber. You hereby grant to Tandem Cyber and its assigns a royalty-free, worldwide, perpetual, irrevocable, fully transferable and sublicensable right and license to use, disclose, reproduce, modify, create derivative works from, distribute, display or otherwise distribute and exploit any such suggestions as Tandem Cyber sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

9. Indemnity.

(a) **Tandem Cyber's Indemnity.** Tandem Cyber will defend any third party claim or action brought against You to the extent based on the allegation that the Service infringes any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States and Tandem Cyber will pay any settlements that Tandem Cyber agrees to in a writing signed by an authorized officer of Tandem Cyber or final judgments awarded to the third party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Service, the Software or portions or components of either (a) not provided by Tandem Cyber, (b) combined with other products, processes or materials that are not reasonably contemplated by the Documentation where the alleged infringement relates to such combination or (c) where Your use of the Service is not strictly in accordance with this Agreement or the published Documentation.

(b) **Your Indemnity.** You agree to defend any claim or action brought against Tandem Cyber (a) to the extent based on Your alleged breach of Section 6 or Appendix A or (b) by any Customer and You agree to pay any settlements that You agree to in a writing signed by an authorized officer of Your company or final judgments awarded to the third-party claimant by a court of competent jurisdiction.

(c) **Procedures.** Each party's indemnification obligations are conditioned on the indemnified party (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party's obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim (b) granting the indemnifying party the sole control of the defense or settlement of the claim, and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense.

(d) **Options.** If Your use of the Service has become, or in Tandem Cyber's opinion is likely to become, the subject of any claim of infringement, Tandem Cyber may at its option and expense (a) procure for You the right to continue using and receiving the Service as set forth hereunder, (b) replace or modify the Service to make it non-infringing, (c) substitute an equivalent for the Services or (d) if Tandem Cyber, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees.

(e) **Sole Remedy.** THIS SECTION 9 STATES TANDEM CYBER'S ENTIRE RESPONSIBILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

10. Warranty and Warranty Disclaimer. TANDEM CYBER WARRANTS THAT, (I) THE SERVICES SHALL BE PROVIDED IN A DILIGENT, PROFESSIONAL, AND WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS, (II) THE SERVICES PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, AND (III) THE SERVICES SHALL SUBSTANTIALLY PERFORM IN ALL MATERIAL RESPECTS AS DESCRIBED IN THE SLA. IN THE EVENT OF ANY BREACH OF SECTION 10, TANDEM CYBER SHALL, AS ITS SOLE LIABILITY AND YOUR SOLE REMEDY, REPAIR OR REPLACE THE SERVICES THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO YOU OR IF TANDEM CYBER IS UNABLE TO REPAIR OR REPLACE, THEN TANDEM CYBER WILL REFUND ANY PRE-PAID FEES FOR SERVICES NOT RENDERED. EXCEPT FOR THE WARRANTY DESCRIBED IN THIS SECTION, THE SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT THE SERVICES ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGE THAT TANDEM CYBER DOES NOT WARRANT THAT (A) THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, OR ERROR FREE, (B) THE SERVICES ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE OR (C) THE FEATURES OR FUNCTIONALITIES OF THE SERVICES WILL BE AVAILABLE AT ANY TIME IN THE FUTURE. YOU ARE RESPONSIBLE AND TANDEM CYBER SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT YOUR PROPOSED USE OF THE SERVICES COMPLIES WITH APPLICABLE LAWS IN YOUR JURISDICTION(S).

11. Limitation of Liability. FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL

THEORY, HOWEVER ARISING, TANDEM CYBER WILL IN NO EVENT BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SERVICES, LOST REVENUES OR PROFITS, LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY YOU FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT TANDEM CYBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. Termination. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach. If Tandem Cyber, in its reasonable discretion, determines that Your use of the Services imposes an unreasonable or disproportionately large load on Tandem's infrastructure or that You are abusing Your use of the Services, Tandem Cyber may, after reasonable notice to You, temporarily suspend Your access to the Service until such activity is rectified or terminate Your access to the Services and refund any unused fees that You have prepaid for the Services. Upon termination, You agree to cease all use of the Services and Documentation, installed or otherwise, and destroy all copies of any Software, deliverables and Documentation that are in Your possession or under Your control and promptly remove and return all Equipment to Tandem Cyber. Except as otherwise required by law, upon termination Tandem Cyber will remove, delete, or otherwise destroy all copies of Customer Data in its possession. Sections 4, 6 (only as to amounts due and owing) and 8-22 will survive the non-renewal or termination of this Agreement.

13. Miscellaneous.

- Notices to be given or submitted by either party to other pursuant to this Agreement shall be in writing and directed to the address in the preamble to this Agreement or otherwise provided to the other party in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested) or by certified or registered mail, return receipt requested, postage prepaid or (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.

- The parties acknowledge that they are acting as independent contractors and no joint venture, franchise, partnership, agency, or other relationship shall be created or implied by this Agreement.

- You acknowledge that any materials delivered under this Agreement are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with these laws and regulations, and You acknowledge that You have the responsibility to obtain any licenses to export, re-export, or import as may be required.

- Neither party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without the other party's prior written consent; provided, however, that either party may transfer its rights and obligations pursuant to a merger, consolidation or reorganization of its business so long as such acquirer has a greater or equal credit-worthiness compared to the acquired company. Upon receiving Your prior written consent, Tandem Cyber may subcontract any provision of the Services to subcontractors.

- This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

- If any court of competent jurisdiction adjudges any provision of this Agreement to be to be illegal, unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable, but shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

- The Parties acknowledge and agree that there can be no adequate remedy at law for any material breach of this Agreement, which breach will result in irreparable harm to the other Party, and therefore, that upon any such breach or any threat thereof, the non-breaching Party is entitled to temporary, preliminary and permanent injunctive relief against the breaching Party (and, if applicable, their officers or employees) without the requirement of posting a bond or proving actual damages, in addition to whatever remedies the non-breaching Party might have at law.

- This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

- No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

- This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein,

and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

14. Insurance. Tandem Cyber is required to carry cyber liability insurance in the amount of one million dollars (\$1,000,000) per occurrence with a five million dollar (\$5,000,000) umbrella. Tandem Cyber's insurance policy shall be primary and non-contributory. Customer shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the Customer. A copy of the certificate shall be provided to Customer.

15. Employee Work Eligibility Status. Tandem Cyber is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

16. Non-Discrimination. Tandem Cyber agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Tandem Cyber further agrees to insert a similar provision in all subcontracts for services allowed under this Agreement.

17. ADA & Drug-Free Workplace Requirements. All provisions of this Agreement are subject to the Americans with Disabilities Act (ADA). Further, Tandem Cyber certifies that Tandem Cyber operates a drug-free workplace and, during the term of this Agreement, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

18. Debarment/Suspension Certification. If this Agreement involves the expenditure of federal funds in the amount of twenty-five thousand dollars (\$25,000) or more, Tandem Cyber certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

19. Unavailability of Funding. Due to possible future reductions in state and/or federal appropriations, Customer cannot guarantee the continued availability of funding for this Agreement beyond the current fiscal year. In the event funds to finance this Agreement become unavailable either in full or in part due to reductions in appropriations for a future fiscal year, Customer may terminate the Agreement or reduce the consideration by notice in writing to Tandem Cyber. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Customer shall be the final authority as to the availability of funds. The effective date of Agreement termination or reduction in consideration shall be the actual effective date of the elimination or reduction of appropriations. In the event of a reduction in consideration, Tandem Cyber may cancel this Agreement as of the effective date of the proposed reduction by written notice to Customer.

20. Complete Agreement; Governing Law; Amendment. This Agreement sets forth the entire agreement of the parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this Agreement other than those stated herein. This Agreement will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This Agreement may be amended at any time in writing upon the agreement and signature of both parties.

21. Technology Access. All contracts, that include provisions of technology products, systems, and services, including data, voice, and video technologies, as well as information dissemination methods, shall comply with the Nebraska Technology Access Standards adopted pursuant to Neb. Rev. Stat. §73-205. These Standards are available for viewing on the Web at <https://nitc.nebraska.gov/standards/index.html>, and are incorporated into this Agreement as if fully set forth herein.

Accepted and agreed to by the authorized representative of each party:

NSCS

Tandem Cyber Operations

Signature

Signature

Print Name

Print Name

Chancellor

Title

Title

Date:

Date:

Email: pturman@nscs.edu

Email:

Primary Contact: 402-471-2505

Primary Contact: