

VENDOR BRANDED PURCHASE AGREEMENT

This Vendor Branded Purchase Agreement (this “Agreement”), effective as of _____, 201_ (the “Effective Date”), is made and entered into by and between Black Box Corporation of Pennsylvania d/b/a Black Box Network Services, a Delaware corporation having offices at 1000 Park Drive, Lawrence, Pennsylvania 15055, by and on behalf of itself and its direct and indirect parent and subsidiary companies and companies under the common control of such parent companies (collectively, “Black Box”) and _____, a _____ corporation having offices at _____ (“Vendor”).

RECITAL

Vendor manufactures and/or sells Products. Black Box desires to purchase the Products for the purpose of direct and indirect resale to Black Box Customers.

NOW, THEREFORE, intending to be legally bound hereby, Vendor and Black Box hereby agree as follows:

1. DEFINITIONS

Defined terms used in this Agreement shall have the meanings set forth below:

1.1. “Black Box Customer” shall mean any party that purchases Products, directly or indirectly through resellers or distributors, from Black Box.

1.2. “Black Box Supplied Materials” shall mean any and all materials supplied by Black Box to Vendor under this Agreement.

1.3. “Confidential Information” shall mean confidential or other proprietary information that is disclosed by either Party to the other Party under this Agreement, including, without limitation, business and product plans, service plans, pricing information, customer lists, and other confidential business information, whether in a written or non-written format. Confidential Information shall not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the receiving Party; (ii) is independently developed by the receiving Party without use of the disclosing Party’s Confidential Information; (iii) is intentionally disclosed by the disclosing Party to a third party without restriction on disclosure; (iv) is rightfully received by the receiving Party from a third party without a duty of confidentiality; or (v) is disclosed pursuant to any judicial or governmental order, provided that the receiving Party gives the disclosing Party sufficient prior notice to contest such order.

1.4. “Confirming Purchase Order” shall mean a written purchase order delivered to Vendor in accordance with Section 3.4.

1.5. “Defect” shall mean any malfunction, error or other defect in a Product that constitutes a nonconformity with the Specifications for such Product, including, without limitation, the failure of the Product to comply with the Vendor Requirements.

1.6. “Documentation” shall mean user manuals, training materials, descriptions, specifications, schematics, technical manuals, supporting materials and other information in printed or electronic form relating to the Products.

1.7. “Initial Term” shall have the same meaning set forth in Section 5.1.

1.8. “Intellectual Property Rights” shall mean all forms of intellectual property rights and protections that may be obtained for, or may pertain to, the Products, Confidential Information,

Documentation, Black Box Supplied Materials and/or other products, documentation and materials, as applicable, including, without limitation: (i) all right, title and interest in and to all Letters Patent and all filed, pending or potential applications for Letters Patent, including any reissue, reexamination, division, continuation or continuation-in-part applications throughout the world now or hereafter filed; (ii) all right, title and interest in and to all trade secrets, and all trade secret rights and equivalent rights arising under common law, state law, Federal law and laws of foreign countries; (iii) all right, title and interest in and to all mask works, copyrights, other literary property or authors' rights, whether or not protected by copyright or as a mask work, under common law, state law, Federal law and laws of foreign countries; and (iv) all right, title and interest in and to all proprietary indicia, trademarks, service marks, trade names, trade dress, symbols, logos and/or brand names under common law, state law, Federal law and laws of foreign countries.

1.9. "Parties" shall mean Vendor and Black Box.

"Party" shall mean either Vendor or Black Box.

1.11. "Preliminary Purchase Order" shall mean a non-binding written purchase order delivered to Vendor in accordance with Section 3.4.

1.12. "Products" shall mean the products that are identified in the Vendor Requirements Package and/or otherwise purchased by Black Box from Vendor under this Agreement, including all corresponding Documentation for such products.

1.13. "Purchase Price" shall mean the amount to be paid by Black Box for the Products as determined in accordance with Section 3.1.

1.14. "Renewal Term" shall have the meaning set forth in Section 5.1.

1.15. "SCAR" shall mean a Supplier Corrective Action Request issued by Black Box to Vendor in writing and requiring Vendor to conduct a failure analysis; within five (5) business days of Vendor's receipt of said SCAR, Vendor shall conduct the failure analysis and deliver to Black Box the results of such failure analysis and a corrective action plan to prevent any similar failures from occurring.

1.16. "Specifications" shall mean the specifications applicable to the Products, including, without limitation, all specifications submitted to Black Box in the Vendor Requirements Package.

1.17. "Standard Hours" shall mean the period of time from 8:00 a.m. until 8:00 p.m., Eastern Standard or Daylight Time, Monday through Friday, excluding holidays on which Vendor is not open for business.

1.18. "Support Services" shall mean: (i) delivery of all updates to software contained in the Products; (ii) diagnosis and correction of Defects via telephone, remote system access, magnetic media, or repair/replacement, and (iii) providing telephone support and providing qualified personnel to aid in the diagnosis and correction of Defects.

1.19. "Term" shall mean the period commencing on the Effective Date and terminating on the date this Agreement is terminated under Article 5 hereof.

1.20. "Vendor Requirements" shall mean Black Box's then-current, standard vendor requirements, a copy of which is set forth in the Vendor Requirements Package.

1.21. "Vendor Requirements Package" shall mean that document entitled Vendor Requirements Package, a copy of which is attached hereto and incorporated herein by reference.

2. PRODUCTS

2.1. Vendor Requirements Package. The Parties acknowledge and agree that the Vendor Requirements Package is attached hereto as Exhibit A and made a part hereof. Vendor shall manufacture and deliver the Products in accordance with the Vendor Requirements. Black Box reserves the right to modify and update its Vendor Requirements from time-to-time by providing Vendor with written notice thereof. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Vendor Requirements Package, this Agreement shall control and prevail.

2.2. Black Box Catalog and Website. Black Box shall, in its sole discretion, list the Products in Black Box's catalog(s), on its Website and/or in other marketing media. Vendor hereby grants to Black Box a royalty-free, non-exclusive, worldwide and perpetual right and license to display the images and descriptions of the Products in Black Box's catalog(s) in print and electronic format and on its Website. Black Box shall determine the price charged to Black Box Customers for the Products in Black Box's sole discretion.

3. TERMS OF PURCHASE

3.1. Purchase Price. The initial Purchase Price for any Product shall be equal to the unit price for each Product as set forth in the Vendor Requirements Package or as otherwise mutually agreed upon by the Parties in writing. Vendor may decrease the Purchase Price at any time by providing written notice to Black Box. Vendor may only increase the Purchase Price for any Product by providing Black Box with written notice of such price increase at least ninety (90) days prior to the effective date of the Purchase Price increase. Notwithstanding the foregoing, the Purchase Price for any Product purchased hereunder shall be at the lowest price afforded to any customer, reseller or distributor of Products when purchasing similar volumes and products under similar terms and conditions.

3.2. Taxes. The Purchase Price does not include any foreign, Federal, state or local sales, use or other similar taxes, however designated, levied against the sale, licensing, delivery or use of the Products. Black Box shall pay, or reimburse Vendor for, all such taxes imposed on Black Box or Vendor; provided, however, that Black Box shall not be liable for any taxes based on Vendor's income. When Vendor has the legal obligation to collect such taxes, the appropriate amount shall be added to Black Box's invoice and paid by Black Box unless Black Box provides Vendor with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.3. Payment. Payment of the Purchase Price for each Product (including any freight, taxes or other applicable costs initially paid by Vendor but required to be borne by Black Box hereunder) shall be made by Black Box to Vendor in United States dollars, net sixty (60) days from the later of (i) Black Box's receipt of Vendor's accurate invoice, or (ii) Black Box's receipt of shipment of the Products at the shipment address specified by Black Box. Black Box shall have the right to set-off any amount due and owing by Vendor to Black Box against any amount due and owing by Black Box to Vendor under this Agreement.

3.4. Purchase Orders. Black Box shall initiate orders for Products by issuing a Preliminary Purchase Order to Vendor. The Preliminary Purchase Order is non-binding and is issued solely for informational purposes. Black Box shall have no liability for any reliance by the Vendor on the Preliminary Purchase Order. Vendor shall either accept or reject the terms of the Preliminary Purchase Order in writing within forty-eight (48) hours of receipt. If Vendor rejects the terms of the Preliminary Purchase Order, Vendor shall notify Black Box in writing of the reason for such rejection. Black Box shall submit Confirming Purchase Orders to Vendor consistent with the lead times set forth in the Vendor Requirements Package or as otherwise mutually agreed upon by the parties in writing. Vendor shall either accept or reject the terms of the Confirming Purchase Order in writing within twenty-four (24) hours of receipt. If Vendor rejects the terms of the Confirming Purchase Order, Vendor shall notify Black

Box in writing of the reason for such rejection. Unless Black Box is in material breach of this Agreement, Vendor may not reject any Confirming Purchase Order which complies with the terms and conditions of this Agreement. Vendor acknowledges and agrees that shipment of Products identified on the Confirming Purchase Order shall be deemed acceptance of the Confirming Purchase Order by Vendor. Black Box may issue the Preliminary Purchase Order and/or Confirming Purchase Order via facsimile, Electronic Data Interchange (EDI), email or other means of communications, in Black Box's sole discretion.

3.5. Terms of Purchase Orders. Black Box's Preliminary Purchase Orders and Confirming Purchase Orders, as well as Vendor's acceptance, confirmations or acknowledgments of such purchase orders, shall be governed by the terms of this Agreement. Nothing contained in any such purchase order or acceptance, confirmation or acknowledgment shall in any way modify or enlarge such terms of purchase or add any additional terms or conditions except as otherwise expressly agreed in writing by the Parties.

3.6. Cancellation and Rescheduling. Black Box reserves the right to cancel, change or reschedule all or any part of any purchase order, including, without limitation, changing the method of delivery and shipping destination, by providing Vendor with written notice thereof, provided that Black Box's written notice is received by Vendor prior to the Product(s) being shipped by Vendor to Black Box. Vendor shall use its best efforts to mitigate any costs incurred by Vendor as a result of such cancellation, change or rescheduling. If any such cancellation, change or rescheduling of a Confirming Purchase Order (not resulting from Vendor's failure to perform its obligations hereunder) causes an increase or decrease in Vendor's cost of performing its obligations under this Agreement, an equitable adjustment shall be made. Any claim by Vendor for such an adjustment shall be waived unless asserted by Vendor in writing within ten (10) days following Vendor's receipt of written notice of the cancellation, change or rescheduling.

3.7. Shipping. All Products shall be packed for shipment in accordance with the Vendor Requirements, marked for shipment to Black Box's address set forth in the Confirming Purchase Order, and delivered to a Black Box designated carrier, F.O.B. destination. Risk of loss and title to the Products shall pass to Black Box upon receipt at the ship-to address specified by Black Box. Black Box reserves the right to select the carrier and method of shipment. All freight and other shipping expenses, as well as any special packing expenses pre-approved by Black Box in writing, shall be paid by Black Box. In the event that Black Box is charged for reusable spools, reels, barrels, drums, pallets, bins or other containers, Vendor shall reimburse Black Box for the price charged for such reusable containers upon return of such reusable containers to the Vendor. Vendor acknowledges that any Products shipped C.O.D. without Black Box's prior written consent may not be accepted by Black Box, and the risk of loss on such Products shall remain with Vendor unless and until such Products are accepted by Black Box.

3.8. Inspection and Acceptance. Upon delivery of any Products, Black Box may, in its sole discretion, perform acceptance testing on the Products. In the event such acceptance testing reveals a Defect in the Products, Black Box shall notify Vendor in writing that it has rejected such Products, and Black Box shall have no obligation to make any payment, including, without limitation, any payment of shipping costs, for such rejected Products. Black Box shall return such rejected Products to Vendor, at Vendor's expense, for immediate repair or replacement by Vendor. Black Box reserves the right, in its sole discretion, to issue a SCAR to determine the cause of the Defect.

3.9. Notice of Change. In the event that Vendor modifies the form, fit or function of the Product or materially alters its manufacturing process, Vendor shall notify Black Box in writing at least ninety (90) days prior to shipping such modified or alternatively manufactured Products to permit Black Box to perform additional acceptance testing on such modified or alternatively manufactured Products.

3.10. Material Receipt Issues. In the event that Vendor timely delivers a portion of the Products set forth in a Confirming Purchase Order and fails to timely deliver the remainder of the Products (“Shortage”), Black Box may, in its sole discretion, require Vendor to expedite delivery of any such Shortage at Vendor’s sole expense. Black Box shall not be required to accept any Shortage that is delivered after the delivery date set forth in the Confirming Purchase Order. In the event that Vendor delivers Products in excess of the volume set forth in the Confirming Purchase Order (“Overage”), Black Box shall not be required to accept, or pay for, any such Overage. Black Box may, in its sole discretion, ship the Overage back to Vendor at Vendor’s sole expense. In the event that Vendor fails to properly label, package or otherwise deliver the Products in accordance with the Vendor Requirements (“Packaging Problem”), Black Box may, in its sole discretion, correct such Packaging Problem and charge the Vendor the reasonable costs of such correction. Black Box reserves the right, in its sole discretion, to issue a SCAR to determine the cause of the Shortage, Overage or Packaging Problem.

4. OBLIGATIONS OF THE PARTIES

4.1. Timely Delivery. Vendor shall fulfill delivery obligations as committed in any accepted Confirming Purchase Order. Vendor shall notify Black Box of any labor disputes or other events that may delay the timely delivery of Products. If, due to Vendor’s failure to make a timely shipment, the method and transportation specified by Black Box in the Confirming Purchase Order does not permit Vendor to meet the delivery date committed to in the Confirming Purchase Order, the Products shall be shipped by air transportation or other expedient means acceptable to Black Box. The freight costs incurred as a result of such expedited shipment, in excess of freight costs for standard shipping methods, shall be borne by Vendor. All freight costs for Products not delivered on time shall, at Black Box’s sole discretion, be borne by Vendor. Vendor shall not deliver any Products more than four (4) days in advance of the scheduled delivery date set forth in the Confirming Purchase Order without Black Box’s prior written consent. Black Box reserves the right to return to Vendor, at Vendor’s expense, any or all Products received more than four (4) days in advance of such scheduled delivery date. In the event that Black Box determines that Vendor fails to achieve an on-time delivery rate of at least ninety-five percent (95%) in any given calendar month, Black Box reserves the right to issue a SCAR to Vendor to determine the cause of the untimely delivery.

4.2. Support Services. Vendor shall provide Support Services for the Products, at no additional cost to Black Box, for a period of eighteen (18) months from the date of acceptance of each Product by Black Box. If requested by Black Box, Vendor shall provide Support Services beyond such eighteen (18) month period upon terms and conditions to be mutually agreed upon by the parties in writing, provided that Vendor’s fees for such Support Services shall not exceed Vendor’s then-current standard maintenance and support rates. Vendor shall provide telephone consultation within four (4) hours of Vendor’s receipt of a telephone request for Support Services by Black Box during Standard Hours. For calls received after Standard Hours, Vendor shall provide telephone consultation by 10:00 A.M. (local time of Vendor’s support facility) the next business day. Vendor shall provide a means whereby requests for consultation can be recorded outside of Standard Hours. In the event a Defect causes a critical system down (emergency situation) for the Black Box Customer, Vendor shall provide the necessary Support Services (including, but not limited to, interim Products, spare parts, temporary software patches, permanent software patches and repair or replacement of Products) to correct the Defect as quickly as is reasonably practicable. Vendor shall correct any other Defect via repair or replacement within five (5) business days of Vendor’s receipt of notice of such Defect.

4.3. Support Strategy. Black Box will provide Level 1 (support necessary to process the initial call from the Black Box Customer) and Level 2 (support required for problem determination and resolution) support to Black Box Customers. Black Box shall use reasonable commercial efforts to resolve the problem with the Black Box Customer before accessing Vendor’s Level 3 support. Vendor

shall provide Level 3 support to Black Box which includes, without limitation, problem determination and resolution for all Defects and/or other malfunctions of the Products.

4.4. Training. Upon Black Box's request, Vendor shall provide reasonable training to Black Box's personnel regarding use of the Products.

4.5. Product Discontinuance and Last Time Buy. Vendor shall provide Black Box with at least six (6) months prior written notice of any intention to discontinue the Products. During such six (6) month period, Black Box shall, in its sole discretion, have the right to make a last-time buy of the discontinued Products. Black Box shall have the right to schedule shipment of such last-time buy over a period of eighteen (18) months from the date of issuance of the Confirming Purchase Order for such last-time buy.

4.6. Quality Program. Vendor shall put into place and maintain during the Term an objective quality program for all Products. Vendor shall, at Black Box's request, provide to Black Box a copy of Vendor's quality program and supporting documentation.

4.7. Black Box's Right to Inspect. Upon reasonable prior notice to Vendor, Black Box shall have the right to inspect the Products and associated non-proprietary manufacturing processes at Vendor's and/or its contract manufacturer's site. Black Box's inspection may be for any reason reasonably related to this Agreement, including to assure Vendor's compliance with quality requirements set forth herein.

4.8. Stock Rotation Program. Vendor shall put into place and maintain during the Term a stock rotation program for all Products ("Stock Rotation Program"). Such Stock Rotation Program shall permit Black Box, at a minimum, on two (2) occasions in any then-current Renewal Term, to return to Vendor from Black Box's then-current stock up to ten percent (10%) of the aggregate volume of Products purchased by Black Box during the previous Initial Term or Renewal Term, as applicable. Vendor shall issue Black Box a credit equal to the then-current Purchase Price of the Products returned by Black Box to Vendor under the Stock Rotation Program.

5. TERM AND TERMINATION

5.1. Term. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year thereafter ("Initial Term") unless terminated earlier under the provisions of this [Article 5](#). Upon the expiration of the Initial Term, this Agreement shall automatically renew for consecutive additional one (1) year terms ("Renewal Terms"). Either Party may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing the other Party with written notice of termination at least ninety (90) days prior to the end of the Initial Term or any Renewal Term.

5.2. Termination for Cause. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party; provided, however, that this Agreement shall not terminate if the other Party has cured the breach prior to the expiration of such thirty (30) day period, or if such breach cannot be cured within such thirty (30) day period, the other Party has taken material steps within such thirty (30) day period to cure the breach and thereafter cured such breach as soon as practicable. Waiver by either Party of any breach of this Agreement shall not be deemed a waiver of future compliance herewith.

5.3. Termination for Insolvency. This Agreement shall terminate, without notice, (i) upon the institution by or against either Party of insolvency, receivership or bankruptcy proceedings, provided that, in the event of involuntary proceedings, such proceeding are not dismissed within sixty (60) days of filing, (ii) upon either Party's making an assignment for the benefit of creditors, or (iii) upon either Party's dissolution or ceasing to do business.

5.4. Fulfillment of Orders upon Termination. Upon termination of this Agreement for any reason other than Black Box's material default or insolvency, unless otherwise instructed by Black Box in writing, Vendor shall continue to fulfill all Purchase Orders accepted by Vendor prior to the effective date of termination.

5.5. Return of Materials. Upon termination of this Agreement for any reason, each Party shall return to the other Party all Confidential Information, including, without limitation, all derivative works, copies and translations thereof, except that Black Box may retain any such Confidential Information required to provide maintenance and support services to Black Box Customers.

5.6. Survival. The provisions of Sections 2.2., 4.2., 4.3., 4.5., 5.4. and 5.6. and Articles 6, 7, 8, 9, 10 and 11 shall survive the termination of this Agreement for any reason.

6. LIMITED WARRANTY

6.1. Warranty. Vendor warrants that (i) Vendor has all Intellectual Property Rights necessary to sell and license the Products to Black Box in accordance with the terms of this Agreement; (ii) the Products shipped under this Agreement will be free from any liens, encumbrances or defects in title; (iii) the Products sold to Black Box under this Agreement are new and will be manufactured from new parts; (iv) the Products will be free from defects in material and workmanship for a period of eighteen (18) months from the date of acceptance by Black Box; and (v) each Product will be free from Defects for a period of eighteen (18) months from the date of acceptance by Black Box.

6.2. Limitations. The foregoing warranties apply solely to Black Box and to Black Box Customers. Vendor shall have no obligation to repair or replace the Product if the Defect in the Product is caused by modification of the Product not made or approved by Vendor or by use of the Products other than in accordance with the Documentation.

6.3. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, VENDOR DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES ON PRODUCTS FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.4. REPAIR OR REPLACEMENT. AT ANY TIME DURING THE WARRANTY PERIOD DESCRIBED IN SECTION 6.1. ABOVE, BLACK BOX MAY RETURN TO VENDOR, FOR REPAIR OR REPLACEMENT, ANY PRODUCTS THAT DO NOT MEET THE REQUIREMENTS SET FORTH IN SECTION 6.1. OR OTHERWISE FAIL TO MATERIALLY CONFORM TO THE SPECIFICATIONS OR TERMS AND CONDITIONS OF THIS AGREEMENT. VENDOR SHALL REPAIR OR REPLACE THE NON-CONFORMING PRODUCTS AND RETURN THE SAME TO BLACK BOX, AT VENDOR'S EXPENSE, AS SOON AS POSSIBLE, BUT IN NO EVENT LATER THAN FIVE (5) BUSINESS DAYS AFTER VENDOR'S RECEIPT OF THE NON-CONFORMING PRODUCTS. IF VENDOR DOES NOT REPAIR OR REPLACE THE NON-CONFORMING PRODUCTS WITHIN SUCH TIME PERIOD, BLACK BOX MAY OBTAIN A FULL REFUND OF THE AMOUNTS PAID BY BLACK BOX TO VENDOR FOR THE NON-CONFORMING PRODUCTS, INCLUDING, BUT NOT LIMITED TO, FREIGHT COSTS FOR RETURN OF THE NON-CONFORMING PRODUCTS TO VENDOR. REPAIRED OR REPLACED PRODUCTS SHALL HAVE A TWELVE (12) MONTH WARRANTY OR SUCH GREATER PERIOD OF TIME AS MAY REMAIN IN THE WARRANTY PERIOD AS SET FORTH IN SECTION 6.1. VENDOR SHALL REIMBURSE BLACK BOX FOR ITS REASONABLE COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, RETURN FREIGHT COSTS) INCURRED BY BLACK BOX ASSOCIATED WITH THE REPAIR OR REPLACEMENT OF THE NON-CONFORMING PRODUCTS. IN THE EVENT A NON-CONFORMING PRODUCT CAUSES A CRITICAL SYSTEM FAILURE (EMERGENCY SITUATION) FOR A BLACK BOX CUSTOMER, BLACK BOX MAY REQUEST,

AND VENDOR WILL, AT VENDOR'S EXPENSE, PROVIDE INTERIM PRODUCTS FOR USE WHILE THE NON-CONFORMING PRODUCTS ARE OUT FOR WARRANTY REPAIR (IF REQUESTED BY BLACK BOX, SUCH INTERIM PRODUCTS WILL BE PROVIDED PRIOR TO BLACK BOX'S RETURN OF THE NON-CONFORMING PRODUCTS FOR WARRANTY SERVICE).

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Right to Sublicense Products. Vendor hereby grants to Black Box a non-exclusive right to sublicense any Intellectual Property Rights in the Products, either directly or indirectly through resellers and distributors, to Black Box Customers solely for use in the Products purchased by such Black Box Customers. Any sublicenses granted by Black Box pursuant to this Section 7.1, shall be perpetual and shall survive any termination of this Agreement for any reason.

7.2. Documentation License. Vendor hereby grants to Black Box a royalty-free, non-exclusive, worldwide and perpetual right and license to use, reproduce, distribute and prepare derivative works of all Documentation. Black Box agrees to retain all proprietary marks, legends and patent and copyright notices that appear on the Documentation and all whole or partial copies thereof.

7.3. Black Box Supplied Materials. Black Box shall retain any and all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to any Black Box Supplied Materials.

7.4. Products. Except as otherwise expressly set forth herein, Vendor shall retain all Intellectual Property Rights in and to the Products, and no right or license is granted by this Agreement to Black Box to use, copy, sublicense or otherwise transfer any Intellectual Property Rights in the Products or to make any modifications to, or derivative works from, such Intellectual Property Rights.

8. CONFIDENTIALITY

Each Party agrees (i) to observe complete confidentiality with respect to, and not to disclose or permit any third party or entity access to, the Confidential Information (or any portion thereof) of the other Party without the prior written permission of such Party (except such disclosure or access which is required to perform any obligations under this Agreement); (ii) not to utilize, except as specifically provided in this Agreement, the Confidential Information (or any portion thereof) of the other Party; and (iii) to insure that any employees who receive access to the Confidential Information are advised of the confidential and proprietary nature thereof and are prohibited from copying, utilizing or otherwise revealing the Confidential Information, except as required to perform any obligations under this Agreement. Without limiting the foregoing, each Party agrees to employ with regard to the Confidential Information procedures no less restrictive than the strictest procedures used by it to protect its own confidential and proprietary information and in no event less than reasonable procedures.

9. INDEMNITY

Vendor shall defend, at its expense, any action brought against Black Box to the extent that it is based on a claim that the purchase, use, sale, distribution or support of the Products by Black Box (i) infringes any third party Intellectual Property Right, or (ii) directly or indirectly causes damage to real or personal property, death and/or personal injury as a result of a defect in the design or manufacture of the Product; and Vendor shall indemnify Black Box from any costs, damages, settlement and fees finally awarded against Black Box in such action which are attributable to such claim. Black Box agrees to notify Vendor promptly in writing of any claim, to permit Vendor to defend, compromise or settle the claim, and to

provide all available information and reasonable assistance regarding such claim. Vendor shall not be liable for any settlement, costs or fees incurred by Black Box on such action or claim unless authorized in writing by Vendor. Should any Product become, or in Vendor's reasonable opinion be likely to become, the subject of a claim for infringement of a third party Intellectual Property Right, Vendor shall, in addition to the foregoing defense and indemnity, (a) procure for Black Box and/or the Black Box Customers, at no cost to Black Box or the Black Box Customers, the right to continue to use the infringing Products, (b) replace or modify the infringing Products, at no cost to Black Box or the Black Box Customers, to make such infringing Products non-infringing, provided that the replacement or modified Products provide equivalent or better functionality and performance; or (c) if neither (a) or (b) are reasonably commercially practicable, terminate the right to use such infringing Products, remove the infringing Products at Vendor's expense, and grant Black Box credit of all payments made to Vendor with respect to such infringing Products.

10. INSURANCE

Vendor agrees to maintain in effect, during the Term, the following insurance:

(a) Commercial General Liability insurance covering liability for product liability, injury, including death of persons, or damage to or loss of property. Said policy shall be written on an occurrence form basis with a policy limit of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate;

(b) Employer's Liability insurance with limits of \$1,000,000 for each accident; and

(c) Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence.

Upon written request of Black Box, Vendor shall provide Black Box with certificates of insurance issued by insurance companies with an A.M. Best rating of A- or better to evidence such insurance. Such certificates shall provide that there shall be no termination, non-renewal or modification of such coverage without providing thirty (30) days prior written notice to Black Box.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. GENERAL PROVISIONS

12.1. Non-exclusivity. Nothing in this Agreement shall preclude Black Box from purchasing, marketing, selling, distributing, leasing or maintaining any products to, for or from any third party, including, without limitation, Black Box Customers, vendors, distributors or resellers.

12.2. Compliance with Laws. Each Party shall comply with the provisions of all Federal, state and local laws and regulations in its performance of this Agreement, including, without limitation, all applicable import/export laws and regulations.

12.3. Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without reference to its conflicts of law principles. If any provision

or portion of this Agreement shall be deemed unenforceable or invalid for any reason, the Agreement shall be deemed amended to exclude any such provision or portion, and the remainder of this Agreement shall remain in full force and effect.

12.4. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the Party to be charged.

12.5. Notices. All notices and other communications hereunder shall be in writing and shall be deemed effective when delivered by hand or by facsimile transmission, when telexed or upon receipt when mailed by registered or certified mail (return receipt requested), postage prepaid, or by bonded overnight courier, to the Parties at the addresses first listed above (or at such other address for a Party as shall be specified by written notice).

12.6. Force Majeure. Nonperformance of either Party shall be excused to the extent the performance is rendered impossible by strike, fire, flood, terrorist attack, governmental acts or orders or restrictions, failure of suppliers or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the nonperforming Party.

12.7. Nonassignability and Binding Effect. Neither Party shall assign this Agreement to any third party, in whole or in part, without the prior written consent of the other Party; provided, however, either Party may assign this Agreement to a successor in interest to all or substantially all of the business or assets of such Party or to a parent, subsidiary or any company under common control therewith without notice to, or consent of, the other Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

12.8. Legal Expenses. The prevailing Party in any legal action brought by one Party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

12.9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

12.10. Press Releases. Press releases and other like publicity that mentions the other Party by name shall be agreed upon by both Parties in writing prior to any release.

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE EFFECTIVE DATE.

**BLACK BOX CORPORATION OF
PENNSYLVANIA D/B/A BLACK
BOX NETWORK SERVICES**

VENDOR: _____

Name: _____

(Print)

Name: _____

(Print)

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
(To follow this cover page.)

Vendor Branded Requirements Package

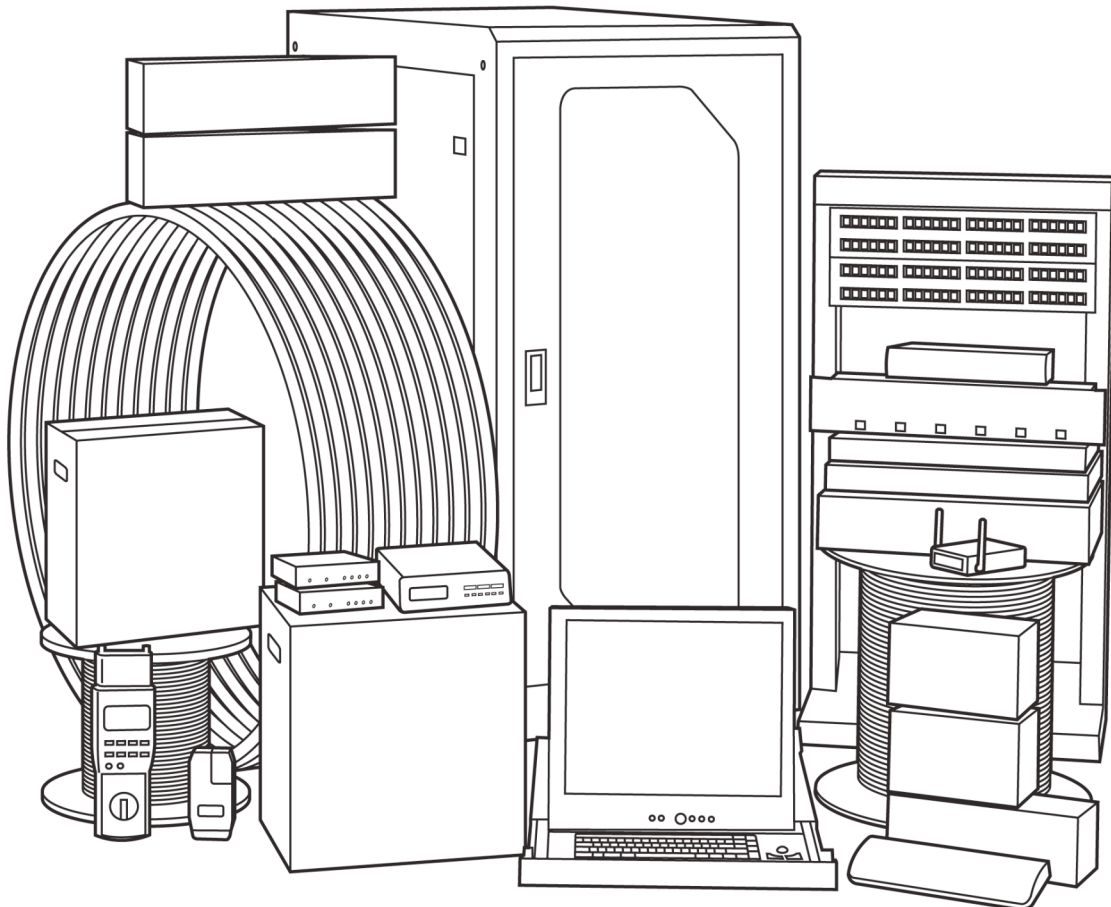


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WELCOME STATEMENT

Welcome to Black Box Network Services, and thank you for your interest in our company.

Enclosed is our Vendor Requirements Package for your review. Inside you will find the information needed to understand Black Box's vendor requirements. There are also sections that you are required to fill out about your company and its products. Please thoroughly complete these sections. Missing or incomplete information will result in delay.

Please have the Box Vendor Branded Purchase Agreement signed by an authorized signatory of your company.

Please return the signed Vendor Branded Purchase Agreement and SECTIONS II and III of the Vendor Requirements Package to Black Box within 2 weeks.

We look forward to developing a mutually beneficial relationship.

Black Box Network Services

OVERVIEW OF THE PROCUREMENT PROCESS

1. A Vendor Requirements Package, along with a request for quote (RFQ), is sent to each potential vendor to gather information about the company and its products. Should you have any questions about the Vendor Requirements Package, please contact the individual(s) responsible for the applicable section. Their contact information is located on the next page.
2. The RFQ must be filled out, signed and returned to Black Box.
3. Please read SECTION I thoroughly to understand our quality and functionality requirements.
4. SECTIONS II and III contain information that needs to be filled out and returned to Black Box.
5. The Vendor Branded Purchase Agreement must also be signed by an authorized signatory and returned to Black Box.
6. Sample units will be requested, per the RFQ, so that our technical staff can evaluate the products.
7. Once the samples have been approved, all appropriate paperwork has been completed, and Black Box and Vendor have agreed upon pricing and minimum order quantities, a purchase order will be issued by Black Box.

CONTACT PAGE

In the event that you need to speak to someone about any information in this Vendor Requirements Package, please contact the appropriate person listed below.

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VENDOR REQUIREMENTS PACKAGE

SECTION I

Quality Requirements

This section deals with various topics as they relate to our overall view of quality assurance. Included are our Quality Declaration, Functionality Requirements, Vendor Report Cards, Supplier Corrective Action Requests, Hazardous Substance compliance, Certification and Power Product Approvals, FCC Requirements and Power Supply Requirements, as well as forms for Intent to Modify/Discontinue. All vendors must provide a Certificate of Compliance with every shipment to Black Box. Further, Vendor certifies that all Products will contain only original manufacturer parts or components purchased from the original manufacturer or an authorized reseller and the Products will not contain any counterfeit or “grey market” parts or components. When detailed within Black Box Purchase Orders and/or as communicated, Black Box requires the supplier/vendor to:

- Adhere to the designated specifications, process requirements, inspection and/or related instructions.
- Meet design, test, examination inspection and related instructions.
- Upon request, provide evaluation units for design approval, inspection, investigation or auditing.
- Provide timely notification of delivered nonconforming Product that may affect reliability or safety with a clear description of the nonconformity.
- Notify Black Box of changes in Product and/or process definition and, where required, obtain Black Box’s approval. (Using the Intent to Modify form (PURC-F-009))

Certificate of Compliance

The Black Box purchase order requires that a Certificate of Compliance accompany each shipment. (See example on page 26) The Certificate of Compliance must be packaged with the packing slip. The Certificate of Compliance must be a separate document and cannot be included on the packing slip.

The Certificate of Compliance must include:

1. Shipment date
2. Black Box purchase order number
3. Part number
4. Serial number (if applicable)
5. Quantity

Quality Declaration

Virtually all business leaders recognize that Total Quality is a critical customer requirement. Products and services with a reputation for quality dominate the marketplace, and, more than ever before, “customer satisfaction” through Total Quality Management must guide our business decisions.

Black Box is dedicated to Total Quality for our customers as our number-one (#1) priority. We believe quality is a Black Box competitive advantage. Black Box is an ISO 9001:2008 certified company and we strongly recommend our suppliers to also be certified to ISO standards. This is highly recommended, but we will not exclude the supplier.

We ask our Vendors to join us in our commitment to business success through customer satisfaction generated by dedication to Total Quality.

Black Box’s emphasis on quality is reflected in our Quality Declaration, which states:

It is the policy of Black Box Corporation, all its affiliates, associates, partners, joint ventures, vendors and team members to provide defect-free products and services to our internal and external customers at all times. We will perform and conform to the requirements to meet our customers’ and our organization’s needs.

Some specifics that fall under the Total Quality banner include Functionality Requirements, Certificate of Compliance and Intent to Modify/Discontinue a Product, the Black Box Vendor Report Card, Supplier Corrective Action Requests and Hazardous Substances.

Functionality Requirements

The Product must operationally meet all specifications as stated in the Vendor's manual(s) and/or documentation. In order to document this conformance, Black Box requires that a Certificate of Compliance accompany each shipment. The Certificate of Compliance (Form PURC-F-008) (see page 26) must be packaged with the packing slip.

As a part of Black Box Quality Assurance, a "First Article Inspection" is performed on the first shipment of all Products. Acceptance of the first shipment is contingent upon approval of the inspection and adherence to all Black Box requirements. To ensure quality is maintained, random lot inspections are performed on subsequent shipments throughout the life of the Product.

The Vendor is required to notify Black Box of any change that will affect the Product's form, fit, function or availability at least 90 days prior to execution of such change. Notification of any such change must be made in writing. The Vendor should use the Intent to Modify/Discontinue Form (see page 27) when notifying the Black Box Tech Marketer of a planned change to a Product's form, fit, function or availability. The Intent to Modify/Discontinue Form can also be used to notify Black Box of a software change, if such change affects the Product's operation (fixes to known bugs or problems are usually not included). Vendor must provide as much advanced notice as possible. Black Box requires a minimum of 90 days prior written notice due to catalog production cycles; your compliance ensures that only accurate information about the Product will appear in print.

Each time any given Product changes, a new First Article Inspection must occur at Black Box.

Purchase Order Process

For all new and existing Product, a Preliminary Purchase Order will be sent to the Vendor after all negotiations are complete. The Buyer (new Product) or Master Planner (existing Product) will fax or email the Vendor the Preliminary Purchase Order with his or her preferred dock date. When the Vendor receives the Preliminary Purchase Order they should review and agree to the items, prices and requested dock date. Any needed adjustments to item, price or dock date are to be communicated back to the Buyer or Master Planner. Upon agreement to item, price and dock date, the Preliminary Purchase Order will be confirmed. The Vendor will then receive a Confirmed Purchase Order via fax or email. This now represents the official purchase order with Black Box and it is this information upon which the Vendor is graded on each month via our Vendor Report Card (see below).

Invoicing Procedures

Vendor must acknowledge special mailing address and or wiring instructions for payment.
Vendor must round off to two decimal places on all invoices.
Vendor must place Black Box's part number (if applicable) and purchase order number on all invoices.

Vendor Report Card

Every month, Vendor is graded for the prior month regarding its performance at meeting quality and delivery requirements. These detailed report cards are sent to the Vendor contact of record so you can see how your performance stacks up against our expectations. The Materials Planner, whom you work directly with, reviews this data prior to its dissemination. In the event that the Vendor's overall performance rating falls below 93% for three consecutive months, Black Box will issue a Supplier Corrective Action Request (SCAR) to solicit the Vendor's plan for improving its performance to an acceptable level.

Supplier Corrective Action Requests (SCARs)

Black Box may require the Vendor to perform a failure analysis and corrective action plan in the event that the Vendor delivers defective Products or consistently fails to timely deliver or properly package and ship the Products. The Vendor shall deliver to Black Box the results of such failure analysis and a corrective action plan within 15 business days of notice from Black Box.

RoHS – Vendor Branded Product

The RoHS Directive 2002/95/EC bans the sale of electrical and electronic products containing specific materials.

In order to comply with the Directive, all of these substances must be removed, or reduced to within the maximum permitted concentrations, in any products containing electrical or electronic components.

RoHS - Maximum Concentration Values Approved	
Substance	Maximum Concentration in Each Homogenous Material
Cadmium	0.01% (100ppm)
Lead Mercury Hexavalent Chromium Polybrominated Biphenyls (PBB) Polybrominated diphenyl ethers (PBDE)	0.1% (1000ppm)

Vendor must verify that all Products sold to Black Box meet all requirements as they pertain to zinc, mercury, cadmium, and lead, and include the following directives:

- All parts that are zinc plated with yellow* chromate finish must not contain hexavalent chromium. Trivalent chromium must be used.
*yellow = colored or iridescent chromium. Must meet requirements of ASTM B 633, Type II.
- No PBBs (Polybrominated Biphenyls) or PBDEs (Polybrominated Diphenyl Ethers) allowed. These are generally added to plastics to make them flame retardant.
- No mercury.
- Cadmium is not permitted in amounts greater than 0.01% by weight of a homogeneous material. Cadmium plating of metal is allowed.
- Lead allowance:
 - Steel 0.35% maximum
 - Copper alloys 4.0% maximum
 - Aluminum alloys 0.4% maximum
 - All others 0.1% maximum except solder with over 85% lead

WEEE (Waste from Electrical & Electronic Equipment)

The WEEE portion of the directive mandates the collection and treatment of electronic and electrical equipment at end-of-life. This portion of the legislation went into effect August 13, 2005. EN50419:2006 clarifies the markings required for electrical and electronic equipment (EEE) under the EU Waste from Electrical and Electronic Equipment (WEEE) Directive 2002/96/EC.

Vendor must certify that it is in compliance with the directive on Waste from Electrical and Electronic Equipment (WEEE) (Directive 2002/96/EC of the European Parliament and the Council of 27 January 2003).

Certification and Power Product Approvals

- All Products must have valid FCC, UL, CE, CSA or cUL, and PSE listings as they apply to the Product.
- All external power supplies for United States Products must have UL, CE, CSA or cUL, and PSE approvals and be labeled on the power supply.
- All external power supplies must bear the name of the power supply's manufacturer.
- Products for the United States with internal power supplies must have FCC, UL, CE, CSA or cUL, and PSE approvals and be labeled on the unit.
- Products that are for markets other than the United States and accept input power above 120 VAC must have CE, CSA or cUL, and PSE approvals on the units.
- Any Product that attaches to the common carrier must have FCC Part 68.
- Any Product that contains an oscillator must have FCC Part 15 Class A or B (Class A is for commercial use, Class B is for home use).
- All approvals are maintained and paid for by the Vendor.
- Copies of all certifications and approvals for each Product must be submitted electronically in PDF format to Black Box.

FCC Requirements

Products that are covered by FCC Part 68 or FCC Part 15 Class B must contain the manufacturer's name on the FCC tag in addition to the FCC I.D. number and the FCC registration number. Products that are covered by FCC Part 15 Class A do not need to contain the manufacturer's name. If the Product has been dual registered in Black Box's name, "Black Box" should appear on the FCC tag.

If FCC registration is required, the FCC warning statement must be included in the manual.

Power Supply Requirements

All power supplies must meet the following specifications.

Black Box prefers the use of autosensing power supplies with IEC-320 connectors for modular power cords that cover the input voltage range of approximately 100 to 265 VAC at 45 to 66 Hz whether they be internal or external supplies. If the supply is external, it must be a desktop unit with the appropriate connector for the Product on the output supply end. See the *Preferred Load Side Connector List* on the next page.

If a single autosensing supply is not possible, then the following criteria must be met:

115-VAC External Power Supply

All standard North American Products that require an external power supply must be provided with a 115-VAC +/-10%, 60-Hz power supply. Black Box prefers to have 50/60-Hz operation on this supply. The supply can be a wall mount or a desktop unit with the appropriate connector for the Product on the output supply end. UL (or equivalent), FCC, and CSA or cUL approvals are required and must be indicated on the power supply label.

230-VAC External Power Supply

All standard international Products that require an external supply must be provided with a 230-VAC +/-10%, 50-Hz power supply. This supply **must** be a desktop unit (a wall mount unit is unacceptable) with the appropriate connector for the Product on the output supply end. The input (mains) power side of this supply must be an **IEC-320** connector; this allows each country to fit their appropriate power cord separately. This supply must have approvals for CE and CSA or cUL and be marked as such on the label.

115/230-VAC Internal Switch-Selectable Power Supply

If the Product is supplied with an internal switch-selectable power supply, the selection switch must be located internally or, if exposed to the outside, access to the switch must be restricted by a cover or other restricting device. It must be selectable for 115-VAC +/-10%, 60-Hz and 230-VAC +/-10%, 50-Hz operation. It must be UL (or equivalent), CSA or cUL, FCC and CE approved and marked as such on the unit's label. The AC/mains connection must be made via an IEC-320 connector for modular power cords.

100/240-VAC, 50–60-Hz External Power Supply

The most commonly provided power supply for Black Box's Products is the 100/240-VAC @ 50–60-Hz external supply. It must be 100 to 240 VAC +/-10% at 50 to 60 Hz. It must have the UL (or equivalent), cUL or CSA, CE and PSE approvals and be marked as such on the label. This supply can be a wall mount or a desktop unit with the appropriate connector for the Product on the output supply end.

Testing

All power supplies, including power supplies that are shipped separately, must be completely tested with the Product prior to shipment.

Important!

Black Box is a worldwide supplier of data communications and connectivity products. In working with Black Box, it is imperative that you apply high standards in manufacturing, labeling and testing your power supplies. Serious injury or property damage may result if care is not taken to ensure high quality standards. All supplies must be checked for proper voltage, frequency, current ratings and, if switch-selectable, that the switch is set to the appropriate setting. All certifications must be verified.

Preferred Load Side Connector List

3.54-mm jack, 2.1-mm jack, 4-pin Molex, stereo jack, 5.5 x 2.5-mm barrel, 5.5 x 2.1-mm barrel, 5-pin DIN, battery snap.

Certificate of Compliance

SAMPLE

[Vendor Name]
Certificate of Compliance

DATE: «Date»

This is to certify that the Products listed below have been inspected, final tested, and comply with all applicable standards of quality. Products will contain only original manufacturer parts or components purchased from the original manufacturer or an authorized reseller and the Products will not contain any counterfeit or “grey market” parts or components. The Products are of correct quantity and identity.

All units comply with the Purchase Agreement between Vendor and Black Box and comply with all applicable specifications in effect at the date of manufacture.

All documents, data sheets, technical manuals and written information fully comply with established standards of quality.

PO Number

Quantity

Model Number

Serial Number

Signed _____
Quality Assurance Manager/Designee

Intent to Modify or Discontinue Form

Black Box Item Number	
Your Item Number	
Product Description	
Type of Intent	<input type="checkbox"/> Product Modification <input type="checkbox"/> Product Discontinuance
Reason for Modification or Discontinuance	
If Modification, how does the new version differ from the old?	
Will Modification require a change to the Product manual?	<input type="checkbox"/> Yes – I am contacting regan.schreiber@blackbox.com <input type="checkbox"/> No
Modification or Discontinuance Date	
Who should we contact with questions about this change?	Name: Phone: Email:
Disposition of remaining Black Box Inventory?	<input type="checkbox"/> Return to Vendor for Credit <input type="checkbox"/> Return to Vendor for Upgrade
Are there any changes in Product Warranties or Certifications?	<input type="checkbox"/> Warranty Changes – explained below <input type="checkbox"/> Certification Changes – explained below
Any changes in Item Cost to Black Box?	<input type="checkbox"/> No <input type="checkbox"/> Yes - Quote Attached <input type="checkbox"/> Yes – Have Product Administration send a formal RFQ.
Internal Use: MRB No.	

SECTION II

Vendor Information

In this section, you will be asked for specific information about your company. Please complete all applicable information; it will determine whether or not we are able to move forward with the Product evaluation.

Vendor Information Form

Full Company Name			
Address:			
City:	State:	Country:	Zip:
Type of Organization	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other:		
	If not a Corporation, is Partnership legally registered? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Parent Company (if any)		
Financial Information	Years in Business Current Annual Sales \$ Previous Year's Sales \$ Number of Employees D&B Number		
Type of Business	<input type="checkbox"/> Manufacturer/Producer <input type="checkbox"/> Dealer/Distributor	<input type="checkbox"/> Service Establishment <input type="checkbox"/> Other	
ISO Certified	<input type="checkbox"/> YES <input type="checkbox"/> NO		
Key Management Names		President	Engineering VP
		Financial VP	Quality VP
		Production VP	Sales VP
Facilities	Number of Production Employees		
	Shifts being worked	Hours per shift	
	Total Floor Space Available		

For Black Box Use Only:	
Based on the information outlined above, this vendor <input type="checkbox"/> does <input type="checkbox"/> does not qualify as a new supplier.	
Comments:	
Purchasing Manager Signature:	Date:

Small Business And Supplier Diversity Certification

Check all that apply to your business as of the date of this certification:

- | | |
|---|---|
| <input type="checkbox"/> Small Business ² | <input type="checkbox"/> Women-Owned Small Business ³ |
| <input type="checkbox"/> Veteran-Owned Small Business ⁴ | <input type="checkbox"/> Service Disabled Veteran-Owned Small Business ⁵ |
| <input type="checkbox"/> Minority Owned Business ⁶ | <input type="checkbox"/> Historically Black College or University ⁷ |
| <input type="checkbox"/> Small Disadvantaged Business ⁸ (Certification Num: _____) | |
| <input type="checkbox"/> HUB Zone Small Business ⁹ (Certification Num: _____) | |
| <input type="checkbox"/> Minority Institution ¹⁰ | |

- ^{1.} The definitions provided below apply to businesses owned, operated and controlled by U.S. Citizens only. Businesses owned by non-U.S. citizens are classified as foreign-owned.
- ^{2.} “Small Business Concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria in 13 CFR Part 121 (FAR 52.219-1).
- ^{3.} “Women-Owned Small Business Concern” means a small business concern which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women (FAR 52.219-1).
- ^{4.} “Veteran-Owned Small Business” means a small business concern not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and whose management and daily business operations are controlled by one or more veterans (FAR 52.219-1).
- ^{5.} “Service Disabled Veteran-Owned Small Business” means a small business concern not less than 51 percent of which is owned by one or more Service-Disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more Service-Disabled Veterans, and whose management and daily business operations are controlled by one or more Service-Disabled Veterans or, in the case of a Service-Disabled Veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran (FAR 52-219-1).
- ^{6.} “Minority-Owned Business ” means a businesses concern that is at least 51 percent unconditionally owned, operated and controlled by one or more of the following minorities: African American, Hispanic American, Asian American, Native American (including Native Hawaiian and Alaska Native) and certified as a Minority-Owned Business/Enterprise.
- ^{7.} “Historically Black College or University ” means an accredited institution of higher education that was established before 1964; has a principal mission that was, and is, the education of Black Americans; and, as determined by the Secretary of Education, meets the applicable regulations set forth by the U.S. Department of Education. For Department of Defense, NASA and the Coast Guard, any non-profit research institution that was an integral part of a Historically Black College or University before November 14, 1986 is also included in this definition.
- ^{8.} “Small Disadvantaged Business” means a small business concern owned and controlled by socially and economically disadvantaged individuals that has received certification as a Small Disadvantaged Business in accordance with 13 CFR 124, Subpart B (FAR 52.219-8).
- ^{9.} “HUB Zone Small Business” means a small business concern properly certified in accordance with 13 CFR Part 126 and appears on the List of Qualified HUB Zone Small Business Concerns maintained by the Small Business Administration (FAR 52-219-3).
- ^{10.} “Minority Institution” means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) or Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

Notice of Penalty

Black Box is required by Public Law 95-507 and Federal Regulations to identify the size and ownership status of its vendors. If you are unsure about your status, contact the nearest U.S. Small Business Administration Office (SBA) for guidance. Your answers on this form may be used and relied upon by Black Box in pursuing or administering contracts with the Federal Government or contracts with third parties who must comply with Federal Government regulations. You should respond to all questions on this form fully and truthfully.

Under 15 U.S.C. 645(d), any person who misrepresents a firm's status in order to obtain a contract to be awarded under the preference programs established pursuant to Section 8(a), 8(d), 9, or 15 of the Small Business Act, or any other provision of Federal law that specifically references Section 8(d) for a definition of program eligibility, shall (i) be punished by imposition of fine, imprisonment, or both; (ii) be subject to administrative remedies, including suspension and debarment; and (iii) be ineligible for participation in programs conducted under the authority of the Act (FAR 52.219-1).

Certification

I hereby certify that the information provided herein is true and correct to the best of my knowledge and belief. The foregoing information is valid with respect to the Purchase Agreement between Vendor and Black Box and all purchase orders, subcontracts and other supply agreements between Vendor and Black Box. This certification shall be valid for calendar year 2011 - 2012.

Signature

Title

Date

SECTION III

Product Information Requirements

In this section, you will be asked for specific information about the Products that are being evaluated by Black Box.

Product Sales Literature

Submit at least one copy of all available sales literature that deals with the Product. Tear-outs from brochures, flyers, fact sheets and press releases are all useful.

Competitive Product Information

Many vendors have available comparative information produced either by themselves or by third parties. This information frequently takes the form of benchmark comparisons or Product feature matrices.

Bill of Materials

You should include a bill of materials for the Products.

Hardware Information Form

The Hardware Information Form must be completed for each Product submitted for evaluation upon Black Box's request. The Software Information Form and Power Supply Information Form should be filled out as applicable to the Product. Samples of the Hardware Information Form, Software Information Form and Power Supply Information Form can be provided upon Vendor's request.

Certification

Vendor hereby certifies that all information provided in Sections II of this Vendor Requirements Package is accurate to the best of Vendor’s knowledge and belief. Vendor acknowledges that Black Box has no obligation to Vendor unless and until Black Box and Vendor enter into a separate Vendor Branded Purchase Agreement, which shall incorporate the Vendor Requirements Package by reference.

Vendor Name: _____

Name: _____
(Print)

Signature: _____

Title: _____

Date: _____