

**SAN DIEGO UNIFIED PORT DISTRICT  
PURCHASE AGREEMENT  
with  
SHI INTERNATIONAL CORPORATION  
for  
RAPID7 INSIGHT VULNERABILITY MANAGEMENT  
SUBSCRIPTION AND DEPLOYMENT**

**Purchase Order No. 4500022911  
Purchase Agreement No. 02-2020BD**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a Public Corporation (District) and SHI INTERNATIONAL CORP, a Corporation Headquartered in New Jersey (Vendor).

The parties agree:

1. **ITEM SPECIFICATIONS AND FEE SCHEDULE:**  
District agrees to purchase items from Vendor as specified in Attachment A, Purchase Item Specifications and Fee Schedule.
2. **RECEIPT OF GOODS:**  
The goods will be deemed received by District upon successful digital download.
3. **TRADE NAMES:**  
Certain materials may be designated in the specifications by a trade name or the name of a manufacturer.
4. **DELIVERY:**  
Goods shall be delivered via digital download from a secure site.
5. **FIRM PRICES:**  
Prices shall be as set forth in Attachment A, Purchase Item Specifications and Fee Schedule.
6. **LIMITED WARRANTY:**  
**6.1 Warranty and Remedy.** Rapid7 warrants that the Services will be provided with reasonable skill and care conforming to generally accepted industry standards, and in conformance in all material respects with the requirements set forth in the SOW. Customer must report any deficiency in Services to Rapid7 in writing within fifteen business days of delivery or performance of the portion of the Services containing the deficiency. For any breach of the above warranty, Rapid7 will, at its option and expense, provide remedial services necessary to enable the Services to conform to the warranty, or refund amounts paid solely in respect of the defective Services. Customer will provide Rapid7 with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. The remedies set out in this subsection are Customer's sole remedies for breach of the above warranty.  
  
**6.2. No other warranty.** Except for the warranty above, rapid7 makes no other warranties or representations, express or implied, including, without limitation, those of merchantability, fitness for a particular purpose or non-infringement of third party rights. Rapid7 makes no warranty that all security risks, incidents, or threats will be detected or remediated by use of the services or that false positives will not be found.

7. **TAXES:**

In the state of California, any prewritten program or programs which are transferred by any sort of remote telecommunications are exempt, so long as the buyer does not obtain possession of any sort of tangible personal property in the transaction.

8. **ASSIGNMENT:**

No assignment by either party of any rights, including rights to moneys due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement, will be binding upon the other party until its written consent has been obtained.

9. **CALIFORNIA LAW:**

The validity, construction, and interpretation of this Agreement shall be governed by the laws of the State of California.

10. **PAYMENT:**

Vendor shall submit all invoices within thirty (30) days of successful digital download and deployment. Payment shall be made to Vendor within thirty (30) days after receipt by District of a proper invoice.

11. **ANTITRUST CLAIMS:**

These provisions are included in this Agreement as required by California Government Code Section 4550 et seq: the Vendor offers and agrees that it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, materials or services by the Vendor for sale to the District. Such assignment shall be made and become effective at the time the District tenders final payment to the Vendor, without further acknowledgment by the parties.

12. **VENDOR'S WARRANTIES:**

Any manufacturer's warranties associated or provided with the goods, copies of which shall be delivered by Vendor which are provided to Vendor by the manufacturer shall be forwarded on to the Buyer by the Vendor and to the extent granted by the manufacturer, the Buyer shall be the beneficiary of the manufacturer's warranties with respect to the goods. Vendor is not a party to such terms between the Buyer and the manufacturer and Buyer agrees to look solely to the manufacturer for satisfaction of any and all warranty claims related to the manufacturer's goods.

Vendor is a value added reseller ("VAR") of Product, not the OEM or licensor, and therefore disclaims any warranty responsibility regarding Product provided under this Agreement. Vendor shall forward the warranties to Customer which are provided to Vendor from the manufacturer of the Product, and to the extent granted by the manufacturer, Customer shall be the beneficiary of the manufacturer's warranties with respect to the Product Vendor does agree that at the time of signing the Contract, Vendor neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Vendor in the goods,

13. **INDEMNIFICATION:**

Vendor agrees to indemnify, defend and hold harmless District the other Party, its officers, agents, and employees, from and against any and all third party claims, liabilities, damages, demands, losses, costs, and expenses including reasonable attorney's fees arising directly or out of the obligations of this Agreement, except claims arising through the "Vendor's gross negligence, willful misconduct, or violation of law during Vendor's

performance”.

**14. COMPLIANCE WITH LAWS:**

The Parties will comply with all applicable governmental laws, regulations, orders, and other rules of duly constituted authorities.

**15. TERMINATION:**

The District also reserves the right, at any time prior to delivery and acceptance of the goods and after delivery of written notice to Vendor at the above address or fax number, to terminate this Agreement, provided the goods have not been deemed “non-cancellable” or “non-returnable”. Termination of this Agreement in accordance with the section will serve to release both Parties from any further obligations hereunder, including but not limited to delivery of and payment for the goods.

**16. NOTICES:**

All notices and other communications required or authorized under this Agreement will be given in writing by: (i) personal delivery, (ii) registered mail or overnight express delivery service or (iii) email. Each party will advise the other promptly of any change in its address. It is an express condition of this Agreement that this contract shall not be complete or effective until signed by the Executive Director or designee on behalf of the District.

**VENDOR:**

SHI International Corp.

Vendor's Legal Entity Listing (DBA, etc)

*Kristina Mann*

3/26/20

Vendor's Signature

Date

Senior Lead Contract Specialist

Kristina Mann

**SAN DIEGO UNIFIED PORT DISTRICT:**

Keith Coffey

Chief Technology Officer

Signature

Date

**APPROVED AS TO FORM AND LEGALITY:**

General Counsel

By: Assistant/Deputy

Date

**ATTACHMENT A**  
**Purchase Item Specifications and Fee Schedule**

1. Insight Vulnerability Management (VM) Subscription – Includes three-thousands IP address consoles and up to three administrative consoles
  - Rapid7 – Part#: IVM
  
2. 2 Day – Vulnerability Management Deployment QuickStar Setup and Analytics Platform Overview Designed for InsightVM Clients  
 Rapid7 – Part #: PSIVMDEPQS  
 Deployment shall include:
  - All services provided by Vendor to the District will be deployed remotely, no onsite services
  - Set up InsightVM using Rapid7's suggested best practices (up to 5K live endpoints)
  - Configure authenticated scanning
  - Walk through InsightVM's built-in reports
  - Establish a workflow for backup/restore of the InsightVM Console

Fee Schedule

Description	Total
InsightVM Subscription (Includes 3000 IP address and up to 3 administrative consoles)	\$39,060.00
2 Day VM Deployment	\$5,190.72
<b>Total \$44,250.72</b>	