UNIVERSITY OF WASHINGTON - INTERNET OF THINGS (IoT) RIDER

INTRODUCTION, PARTIES, AND EFFECTIVE DATE

THIS IoT RIDER IS HEREBY INCORPORATED INTO THE CONTRACT BETWEEN THE UNIVERSITY OF WASHINGTON (UNIVERSITY) AND CONTRACTOR, AS OF THE "EFFECTIVE DATE" OF THE CONTRACT. IN CONSIDERATION OF THE MUTUAL PROMISES IN THE CONTRACT AND OTHER GOODS AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. DEFINITIONS

1. **"IOT EQUIPMENT"** MEANS THOSE GOODS PROCURED UNDER THE CONTRACT, SOMETIMES REFERRED TO AS "INTERNET OF THINGS" TECHNOLOGY; INCLUSIVE OF BOTH:
   A. THE NETWORK-CONNECTED ENDPOINT COMPUTING DEVICES DEPLOYED INTO THE BUILT ENVIRONMENT THAT MANAGE OTHER ENDPOINT DEVICES, AND/OR INTERACT WITH THE PHYSICAL ENVIRONMENT WITH SENSORS OR ACTUATORS.
   B. THE SYSTEMS THAT INCLUDE THESE ENDPOINT COMPUTING DEVICES ALONG WITH OTHER UPSTREAM EQUIPMENT TO AGGREGATE AND/OR PROCESS THE DATA FROM ENDPOINTS.
2. **"FINAL ACCEPTANCE"** MEANS THE UNIVERSITY'S ACCEPTANCE OF THE FACILITY OR PROJECT FROM THE CONTRACTOR AFTER THE ENTIRE WORK IS COMPLETED, TESTED, AND INSPECTED IN ACCORDANCE WITH THE CONTRACT'S REQUIREMENTS.
3. **"COMMISSIONING PLAN"** MEANS THE PROCESS OF BRINGING THE IOT EQUIPMENT, AS WELL AS ALL SYSTEMS WITHIN THE SCOPE OF THE CONTRACT, INTO OPERATION AND ENSURING THAT IT IS IN GOOD WORKING ORDER.
4. **"MAC ADDRESS"** MEANS MEDIA ACCESS CONTROL UNIQUE IDENTIFIER ASSIGNED BY THE IOT EQUIPMENT MANUFACTURER THAT CONFORMS TO THE APPROPRIATE IEEE STANDARD FOR MAC ADDRESS.

II. RECITALS

UW IT Special Terms and Cyber Liability Rider is herein incorporated by reference.

III. OPERATIVE PROVISIONS

1. <u>DROP-SHIPMENTS</u>:
   Sections III.3-6 of this IoT Rider only applies if the Scope of Work includes installation services.

2. <u>PATCH PLAN DOCUMENTATION:</u>

   Prior to Final Acceptance of the Work, Contractor shall furnish such operation and maintenance documentation (Patch Plan), as specified under the Contract, that describes:

   a. The means and methods by which IoT Equipment will receive software and/or firmware updates. Specifically:

      i.   Under what circumstances will the IoT Equipment receive and/or install updates without actions taken by University personnel.

     ii.   Under what circumstances University personnel are advised to initiate a process to receive and/or install updates.

  b. Recommended maintenance schedule.

  c. If maintenance schedule includes the on-site presence of the Contractor (either with physical personnel on University premises or via remote login by live Contractor personnel), receipt and agreement to be bound by University-provided security operations rules pertaining to site and IoT Equipment access.

3. <u>COMMISSIONING</u>**:**

Prior to undertaking the installation of the IoT equipment, and as a required part of the Scope of Work, Contractor shall furnish a written Commissioning Plan for University approval. The Commissioning Plan shall describe the process for ensuring that all systems, subsystems, components, and devices are installed, tested, and operating properly to the performance level required under the Contract.

4. <u>FINAL ACCEPTANCE OF WORK:</u>

1.   CONTRACTOR SHALL NOT BE DEEMED TO HAVE COMPLETED THE WORK, NOR SHALL UNIVERSITY BE DEEMED TO HAVE ISSUED FINAL ACCEPTANCE OF THE WORK UNLESS AND UNTIL THE CONTRACTOR FURNISHES, IN A FORMAT ACCEPTABLE TO UNIVERSITY, THAT VERIFIES AND/OR DEMONSTRATES THAT EACH PIECE OF IOT EQUIPMENT, AS INSTALLED, IS:

  a. Confirmed to be the MAC Address and equipment serial number as described on Contractor's order fulfillment or shipping documentation.

  b. Of the model and version specified under this Contract.

  c. Installed at the correct physical location specified under the Contract.

  d. Configured with the appropriate and most recently released (relative to the date of installation) production version of the IoT Equipment's firmware.

  e. Configured with a valid IP address within the address range specified under this Contract.

  f. Configured to ensure manufacturer's default login credentials (e.g. login ID and password) have been changed to a non-trivial username and appropriately strong password. And that:

      i.   Contractor has disclosed the new login credentials to University.

     ii.   Such documentation that discloses login credentials has been delivered to University over a secure channel of communication.

  g. Configured to ensure all services not needed to fulfill the technical function specified under the Contract are disabled, and all Internet Protocol ports, except those needed by enabled services on the IoT Equipment, are closed.

  h. Free of any software libraries with known vulnerabilities, including but not limited to those indicated on the [TCP/IP Stack Library Vulnerabilities](#) page.

i. In conformance with all other items required by the Scope of Work.

5. <u>CORRECTIVE INSTALLATION OF WORK:</u>
   Contractor shall replace, or correct IoT Equipment found not to conform to Scope of Work Order requirements. Contractor shall promptly segregate and remove rejected material from the premises.

6. <u>INSTALLATION SERVICES AND CYBER LIABILITY INSURANCE COVERAGE:</u>

   For one year after Final Acceptance of all installation and commissioning scope. Contractor shall continue to maintain Cyber Liability coverage during the performance of any corrective work. The types and amounts of coverage shall be in accordance with the Cyber Liability rider of the IT Special terms, herein incorporated by reference.