

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 1 of 22

1. **Scope:** This addendum covers the Data Communications Products and Services 14-19 contracts led by the State of Utah for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. **Participation:** Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating State Modifications or Additions to Master Agreement:**

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

State of Utah Standard Information Technology Terms and Conditions
(For WSCA Contracts and DTS Related Contracts)

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 2 of 22

State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids or to the Multi-Step Process.

1. Status Verification System

(1) Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.

(2) The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

(3) The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

(4) Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

2 Indemnity Clause for Status Verification System

(1) Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

(2) Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 3 of 22

design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

(3) The indemnity is subject to the Limitation of Liability in the Master Agreement.

6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.

7. **CONFLICT OF INTEREST WITH STATE EMPLOYEES:** In addition to the provisions of State of Utah Terms and Conditions # 6, Conflict of Interest, the Contractor certifies that no person in the State's employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the contract. The Contractor will not hire or subcontract with any person having such conflicting interest.

8. **CONTRACTOR ACCESS TO SECURE STATE FACILITIES / CRIMINAL CONVICTION INFORMATION / FORMER FELONS:** The Contractor shall provide (at its own expense) the State, upon the State's written request, with sufficient personal information about its agents or employees, and the agents and employees of its subcontractors (if any) who will enter upon secure premises controlled, held, leased, or occupied by the State during the course of performing this contract so as to facilitate a criminal record check, upon receiving the individuals' consent and in accordance with applicable law, at State expense. "Sufficient personal information" about its agents or employees, and the agents and employees of its subcontractors (if any) means for the Contractor to provide to the State Project Manager, in advance of any on-site work, a list of the full names of the designated employees. Individuals consenting to the criminal record check may then provide additional information to the State, including their social security number, driver license number and the state of issuance, and their birth date. Thereafter, on their first site visit, each contractor employee expected to work on-site, and who provides their consent to the State for such procedures, shall be fingerprinted by the State, and the State is authorized to conduct a federal criminal background check based upon those fingerprints and personal information provided. Contractor, in executing any duty or exercising any right under this contract, shall not knowingly cause or permit any of its agents or employees, and the agents and employees of its subcontractors (if any) who have been convicted of a felony and misdemeanors

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 4 of 22

other than minor misdemeanors to enter upon any premises controlled, held, leased, or occupied by the State. A felony and misdemeanor are defined by the jurisdiction of the State of Utah, regardless of where the conviction occurred.

9. **DRUG-FREE WORKPLACE:** The Contractor agrees to abide by the Department of Technology Services (DTS) drug-free workplace policies while on State of Utah premises. DTS will provide the Contractor with a copy of these written "drug-free workplace policies" upon request. However, Section 17.3.2 of the DTS Drug Free Workplace Policy (2000-0017), Drug and Alcohol Testing, would not apply to Contractor employees unless an employee provided express written consent to DTS for such testing. If any Contractor employee refuses to so agree to drug and alcohol testing, such employee may be denied access to Customer's premises.

10. **CODE OF CONDUCT:** When Contractor employees are working on-site, the Contractor agrees to follow and enforce DTS Policy 2000-001 Code of Conduct. If Contractor is working at facilities controlled by other State agencies, Contractor agrees to follow and enforce the Code of Conduct Policy of these other State agencies when Contractor is providing services at these facilities under provisions of this contract. The Contractor will assure that each on-site Contractor employee under Contractor's supervision receives a copy of such Code of Conduct. Upon request, DTS agrees to provide Contractor with a copy of any applicable codes of conduct. If a Contractor or Subcontractor is working at any State agency which has a Code of Conduct applicable to this Contract, the DTS Project Manager will provide the Contractor with a copy in advance of the Contractor's on-site contract services performance.

11. **INDEMNITY CLAUSE:** Sections 11 and 12 of the WSCA NASPO Master Agreement are incorporated herein and appear without modification (other than replacement of "Master Agreement" with "Participating Addendum") below.

A. Each party to this Agreement shall defend, indemnify, and hold harmless the other, its corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), including without limitation those based on contract or tort, arising out of or in connection with a claim, suit, or proceeding brought by a third party based upon bodily injury (including death) or damage to tangible personal property (not including lost or damaged data) arising from the negligent or intentional acts or omissions of the indemnifying party or its subcontractors, or the officers, directors, employees, agents, successors, and assigns of any of them. In the event that the indemnified party's or a third party's negligent or intentional acts or omissions contributed to cause the injury or damage for which a claim of indemnity is being asserted against the

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 5 of 22

indemnifying party hereunder, the damages and expenses (including, without limitation, reasonable attorneys' fees) shall be allocated or reallocated, as the case may be, between the indemnified party, the indemnifying party, and any other party bearing responsibility in such proportion as appropriately reflects the relative fault of such parties, or their subcontractors, or the officers, directors, employees, agents, successors, and assigns of any of them, and the liability of the indemnifying party shall be proportionately reduced.

B. The foregoing indemnification obligations are conditioned upon the indemnified party promptly notifying the indemnifying party in writing of the claim, suit, or proceeding for which the indemnifying party is obligated under this Subsection, cooperating with, assisting, and providing information to, the indemnifying party as reasonably required, and granting the indemnifying party the exclusive right to defend or settle such claim, suit, or proceeding; provided that any such settlement or compromise includes a release of the indemnified party from all liability arising out of such claim, suit or proceeding.

C. INDEMNIFICATION - INTELLECTUAL PROPERTY

1. Contractor will have the obligation to defend any claim, action, suit, or proceeding ("IPR Claim") brought against Purchaser so far as it is based on a claim that any product supplied under this Participating Addendum infringes Third Party IPR (as defined below). Contractor will indemnify Purchaser against any final judgment entered in respect of such an IPR Claim by a court of competent jurisdiction and against any settlements arising out of such an IPR Claim. Contractor's obligations to defend the IPR Claim and indemnify the Purchaser are conditional upon:

1.1 Purchaser notifying Contractor promptly in writing of the IPR Claim or threat thereof;

1.2 Purchaser giving Contractor full and exclusive authority for the conduct of the defense and settlement of the IPR Claim and any subsequent appeal; and

1.3 Purchaser giving Contractor all information and assistance reasonably requested by Contractor in connection with the conduct of the defense and settlement of the IPR Claim and any subsequent appeal.

2. For the purposes of this Participating Addendum, "Third Party IPR" means a United States copyright existing as at the date of order or a United States patent issued as at the date of order.

3. If an IPR Claim has been made, or in Contractor's reasonable opinion is likely to be commenced, Purchaser agrees to permit Contractor, at its option and expense, either to: (a) procure for Purchaser the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing; or (c) immediately terminate both parties' respective rights and obligations under this Participating Addendum with regard to the product, in which case Purchaser will return the product to Contractor and Contractor will refund to Purchaser the price

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 6 of 22

originally paid by Purchaser to Contractor for the product, as depreciated or amortized by an equal annual amount over three (3) years from date of original shipment.

4. Notwithstanding the foregoing, Contractor has no liability for, and Purchaser will defend and indemnify Contractor against, any IPR Claim arising from:

4.1 the combination, operation, or use of a product supplied under this Participating Addendum with any product, device, or software not supplied by Contractor;

4.2 a Claim that asserts damages based upon the amount or duration of use which Purchaser makes of the product, revenue earned by Purchaser from services it provides which utilize the product, or services offered by Purchaser to external or internal customers;

4.3 the alteration or modification of any product supplied under this Participating Addendum from and after the date such product is so supplied and such alteration or modification is not made by Contractor;

4.4 Contractor's compliance with Purchaser's designs, specifications, or instructions; or

4.5 Purchaser's use of the product after Contractor has informed Purchaser of modifications or changes in the product required to avoid such an IPR Claim if the alleged infringement would have been avoided by implementation of Contractor's recommended modifications or changes.

D. THIS SECTION STATES THE ENTIRE OBLIGATION OF CONTRACTOR AND ITS SUPPLIERS, AND THE EXCLUSIVE REMEDY OF PURCHASER, IN RESPECT OF ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS. THIS INDEMNITY OBLIGATION AND REMEDY ARE GIVEN TO PURCHASER SOLELY FOR ITS BENEFIT AND IN LIEU OF, AND CONTRACTOR DISCLAIMS, ALL WARRANTIES, CONDITIONS, AND OTHER TERMS OF NON-INFRINGEMENT WITH RESPECT TO ANY PRODUCT.

E. Limitation of Liability. Except for those obligations under Intellectual Property Infringement, General Indemnity, notwithstanding anything else herein, all liability of Contractor and its suppliers to any Participating Entity for claims arising under this Participating Addendum, or otherwise shall be limited to Three Million Dollars (\$3,000,000). This limitation of liability is cumulative and not per incident.

F. Waiver of Consequential and Other Damages. In no event shall Contractor or its suppliers be liable for any incidental, special, indirect, or consequential damages, or lost or damaged data (except for a loss of Purchaser data caused by Contractor's negligence), arising in tort (including negligence), or otherwise, even if Contractor or its suppliers have been informed of the possibility thereof.

12. EMPLOYMENT PRACTICES CLAUSE: The Contractor agrees to abide by the provisions of

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT

Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 7 of 22

Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

13. **TERMINATION:** The relevant portion Sections 7.b. of the WSCA NASPO Master Agreement is incorporated herein and appears below, without modification other than deletion of reference to the Master Agreement.

Participating Addendum: If either party to a Participating Addendum materially breaches any of the provisions of a Participating Addendum, the non-breaching party may terminate the Participating Addendum as follows: (a) immediately upon providing written notice to the breaching party if the breach is not capable of being cured, and (b) thirty (30) calendar days after providing written notice to the breaching party if the breaching party fails to cure such breach within such thirty (30) calendar day period. Notwithstanding the foregoing, a Participating Addendum may be terminated immediately by Contractor for cause in the event of Purchaser's breach of the provisions relating to Software License or Confidential Information. The cure periods stated in the above paragraphs shall not apply to any failure(s) to perform that result from the willful or negligent acts or omissions of the aggrieved party.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State to suspend the work, but not terminate the contract, this will be done by formal notice. The work may be reinstated upon advance formal notice from the State. State will reimburse Contractor for products delivered or services performed through the date of suspension of work.

15. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 8 of 22

liquidated damages.

16. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

17. **SECURE PROTECTION AND HANDLING OF DATA:**

1. **Network Security:** Contractor agrees at all times to maintain network security that - at a minimum - includes: network firewall provisioning, intrusion detection, and penetration testing. Likewise Contractor agrees to maintain network security that conforms to one of the following:

- a. Those standards the State of Utah applies to its own network, found at <http://www.dts.utah.gov>;
- b. Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: [HTTP://WEB.NVD.NIST.GOV/VIEW/NCP/REPOSITORY/](http://WEB.NVD.NIST.GOV/VIEW/NCP/REPOSITORY/);
- c. ISO/IEC 27001 Information Security Management Systems (ISMS) requirements or
- d. Any comparable standard that Contractor then applies to its own network and approved by DTS in writing.

2. **State of Utah Data:** As used herein, "State of Utah Data" shall be defined as personally identifiable information, confidential documents, financial information, and any other sensitive information or documents that Customer so designates in writing. "State of Utah Data" shall not include any telemetry data, network architecture or design information, or any other data that Customer provides to or shares with Contractor to permit, enable or assist Contractor in providing products, services or support to Customer. Customer agrees to take appropriate steps to safeguard State of Utah Data through the use of password protected or similar access restriction(s) and/or encryption, and shall not provide Contractor with or access to any such State of Utah Data. Customer shall immediately notify Contractor in the event that Customer inadvertently provides Contractor with State of Utah Data. Upon such notification, Contractor shall either delete all copies of said State of Utah Data in its possession, or comply with the data handling requirements set forth in below in this Section 17.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 9 of 22

3. **Data security:** Contractor agrees to protect and maintain the security of the State of Utah Data with protection that is at least as good as or better than that maintained by the State of Utah. These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated, (ex. Microsoft Notification).
4. **Data Transmission:** Contractor agrees that any and all transmission or exchange of State of Utah Data with the State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means, (ex. HTTPS or FTPS).
5. **Data Storage:** Contractor agrees that any and all State of Utah Data will be stored, processed, and maintained solely on designated target servers approved of by DTS and that no State of Utah Data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless such medium is part of the Contractor's designated backup and recovery process.
6. **Data Encryption:** Contractor agrees to store all State of Utah Data as part of its designated backup and recovery process in encrypted form, using no less than 128 bit key.
7. **Password Protection.** Contractor agrees that any portable or laptop computer that has access to a State of Utah network, or stores any State of Utah Data is equipped with strong and secure password protection.
8. **Data Re-Use:** Contractor agrees that any and all State of Utah Data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. Except in the instance of Fulfillment Partners who will be acting on behalf of Contractor, Contractor further agrees that no State of Utah Data of any kind shall be transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by DTS.
9. **Data Destruction:** The Contractor agrees that upon termination of this Agreement and upon written request from the Customer, it shall erase, destroy, and render unreadable all State of Utah Data from Contractor's computer systems and backups, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 15 business days of the request of DTS, whichever shall come first.
18. **NOTIFICATION AND DATA BREACHES:** Contractor agrees to comply with all applicable

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 10 of 22

laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information in accordance with DTS Policy 5000-0002, with an effective date of January 5, 2013.. In the event of a data breach, for which Contractor is responsible, requiring notification under applicable law (Utah Code Annotated § 13-44-101 thru 301 et al), Contractor agrees at its own expense to assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend the State of Utah, subject to the Limitation of Liability in the Master Agreement, against any claims, damages, or other harm related to such Notification Event.

19. **CHANGE MANAGEMENT:** Contractor agrees to comply with DTS Change Management Policy 4000-0004. This DTS policy requires that any work performed by the Contractor that materially modifies the State's infrastructure architecture must first be reviewed by the DTS Change Management Committee, and coordinated accordingly. The DTS Project Manager will inform the Contractor if this change control requirement is applicable. Following this notification, any failure by the Contractor to comply with DTS Change Management Policy 4000-0004 that causes network outages or data security breaches caused by the Contractor as a direct result of its failure to comply, will result in the Contractor's liability recovery of backup data through reasonable efforts and as of Purchaser's last backup, with the requirement that Purchaser will follow industry standards for backing up data (i.e. at least daily). For reference purposes only, the latest version of DTS Change Management Policy 4000-0004 is detailed at <http://dts.utah.gov/policies/documents/4000-0004changemanagementpolicy.pdf>.

20. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

21. **CREDITING STATE IN ADVERTISING / PUBLICITY:** Any publicity given to the project or services provided herein shall identify the State of Utah's managing agency as the sponsoring agency and shall not be released without prior written approval by that State agency's Project Manager.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 11 of 22

22. **STATE AGENCY WEB SITE BRANDING:** The Contractor agrees to use the DTS logo, or a newer version if replaced in the future, on websites produced under terms of this contract. Contractor further agrees to allow a State agency to also utilize their own web site branding and logo, if requested by that State agency.

23. **ORDERING:** Sections 19 of the WSCA NASPO Master Agreement, as it relates to Orders in general, is incorporated herein and appears below without modification other than deletion of reference to the Master Agreement.

ORDERS. Notwithstanding anything contained in the Participating Addendum to the contrary:

1. Contractor reserves the right to require that purchases be made through Fulfillment Partners. Where so required by Contractor, Purchasers shall not order Products or Services directly from Contractor and shall order same from Fulfillment Partner. Purchaser shall purchase products by issuing a written or electronic Purchase Order, signed or (in the case of electronic transmission) sent by its authorized representative, indicating specific products, quantity, unit price, total purchase price, shipping instructions, requested delivery dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and any other special instructions.

2. Any contingencies on Purchaser's Purchase Orders are not binding upon Contractor. The terms and conditions of this Participating Addendum prevail, regardless of any additional or conflicting terms on the Purchase Order, or other correspondence from Purchaser to Contractor and any additional or conflicting terms are deemed rejected by Contractor unless Contractor has expressly agreed to such terms in writing. Mere acceptance or processing of a Purchase Order, Order, or Order Document containing such terms shall not constitute such express consent.

3. All Purchase Orders are subject to Contractor's reasonable acceptance (including performing any related credit checks). Contractor shall use commercially reasonable efforts to accept or reject orders in writing within ten (10) days from receipt, or within three (3) business days, if orders are placed electronically.

4. Purchaser may defer product shipment up to thirty (30) days from the originally scheduled shipping date, provided written notice is received by Contractor at least ten (10) days before the originally scheduled shipping date. Cancelled orders, rescheduled deliveries, or product configuration changes made by Purchaser less than ten (10) days before the original shipping date are subject to Contractor's acceptance and a charge of fifteen percent (15%) of the total invoice amount relating to the affected Product(s). Contractor reserves the right to reschedule delivery due to configuration changes made within ten (10) days of scheduled shipment. No cancellation shall be accepted by Contractor where products are purchased with implementation services, including but not limited to design, customization, or installation services, except as may

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 12 of 22

be set forth in the agreement or Statement of Work under which the services are to be rendered. Notwithstanding anything to the contrary, if Contractor is delayed in shipping the product for thirty (30) days or more from the original shipping date, the Customer may cancel the order without charge.

5. Services. Purchaser may place Purchase Orders for the various services offered by Contractor. The provision of any such services, if accepted by Contractor, shall be subject to the terms and conditions set forth in this Agreement, including the Master Services Agreement attached to the Master Agreement as Exhibit 2, as well as the then-current terms of service offerings set forth on Contractor's website at <http://www.cisco.com/legal/services.html>. Contractor reserves the right to subcontract services to a third party maintenance organization to provision services for Purchaser.

6. All stated prices are exclusive of any taxes, fees, and duties or other similar amounts, however designated, and including without limitation value added, sales and withholding taxes which are levied or based upon such prices, charges, or upon this Participating Addendum. Purchaser will pay sales and use taxes, if any, imposed on the Products and Services acquired under this Participating Addendum, or furnish proof of its tax-exempt status upon request. Contractor will pay all other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. In the event that the Purchaser is exempt from property and sales taxes, it will not be charged same.

Notwithstanding anything contained in this Participating Addendum to the contrary, modifications which Contractor deems necessary to comply with specifications, changed safety standards or governmental regulations, to make the product non-infringing with respect to any patent, copyright, or other proprietary interest, or to otherwise improve the product may be made at any time by Contractor without prior notice to or consent of Purchaser or WSCA, and such altered product shall be deemed fully conforming. Contractor shall employ commercially reasonable efforts to announce, including by electronic posting, product discontinuance or changes other than those set forth in the previous sentence in accordance with Contractor's End-of-Life Policy, which is found at the following URL: <http://www.cisco.com/c/en/us/products/eos-eol-policy.html>. Purchaser may make a last-time purchase of such products as set forth in such policy.

24. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 13 of 22

25. **PAYMENT AND INVOICING:** Sections 22 of the WSCA NASPO Master Agreement is incorporated herein and appears below, in subsections 1 and 2, without modification.

1. Upon and subject to credit approval by Contractor, payment is net thirty (30) days from invoice date. Invoices for products ordered without implementation services shall be rendered by Contractor on or after the date of delivery of such products to the Purchaser. If, at any time, Purchaser is delinquent in payment, or is otherwise in breach of this contract, Contractor may, without prejudice to other rights, withhold shipment (including partial shipments) of any order or require Purchaser to prepay for further shipments. Any sum not paid by Purchaser when due shall bear interest until paid at a rate of 1 percent per month (12 percent per annum) or the maximum legal rate, whichever is less. Purchaser grants Contractor a security interest in products purchased under this contract to secure payment for those products purchased which security interest shall expire upon full payment in accordance with the terms. If requested by Contractor, Purchaser agrees to execute financing statements to perfect this security interest. Payments may be made via a State or political subdivision "Purchasing Card" to Fulfillment Partners under this contract.

2. Where permitted by the law of the Participating State/Entity, lease financing is an allowable payment option under the resulting contract. The terms and conditions of the capital lease financing arrangement with Cisco Capital, or its designated and/or approved financing partner, will be set forth between the purchaser and Cisco Capital or its designated and/or approved financing partner.

3. The contract total may be changed only by written amendment executed by authorized personnel of the parties. Unless otherwise stated in the Contract, all payments to the Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's purchasing card (major credit card). The State of Utah will not allow the Contractor to charge end users electronic payment fees of any kind.

4. **Overpayment:** The Contractor agrees that if during or subsequent to the contract performance, a CPA audit, or a State agency audit determines that payments were incorrectly reported or paid the State may adjust the payments. The Contractor shall, upon confirmation of agreement with the audit results and upon Customer's written request, immediately refund to DTS any such overpayments. Any audit must be within one (1) year after such contract performance,

5. **Payment withholding:** The Contractor agrees that the adequate reporting, record keeping, and compliance requirements specified in this contract are a material element of performance and

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 14 of 22

that if the Contractor's record keeping practices, compliance, and/or reporting to DTS are not conducted in a timely and satisfactory manner, then, after notice to Contractor by the State, Contractor will use commercially reasonable efforts to rectify the situation within fifteen (15) working days. If Contractor is unable to rectify within such fifteen day period, DTS may withhold part or all payments under this or any other contract until such deficiencies have been remedied. This includes, but is not limited to, Contractors failure to provide timely invoicing, and/or other requirements described elsewhere within this contract. In the event of the payment(s) being withheld, DTS agrees to provide ten (10) day advance Notice to the Contractor of the deficiencies that must be corrected in order to bring about the release of withheld payment. Contractor shall have ten (10) days thereafter to correct the cited reporting or record keeping practice deficiencies or the contract may be terminated.

26. Section Intentionally Left Blank.

27. Section Intentionally Left Blank.

28. **OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, STATE, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** The improper use or disclosure by any party of protected internal Federal or State business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by the Contractor, Contractor's employees, or their Subcontractors, unless prior written consent has been obtained in advance from the State of Utah Project Manager.

29. Section Intentionally Left Blank.

30. **CONFIDENTIALITY:** Sections 5 of the WSCA NASPO Master Agreement is incorporated herein and appears without modification (other than a change from "Master Agreement" to "Participating Addendum") below.

30.1 Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of dealing under this Participating Addendum, be exposed to or acquire information that may be deemed confidential. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by the receiving party or its employees or agents (the "Receiving Party") in the performance of this Participating Addendum, including, but not limited to, the following "Confidential Information": (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of the disclosing party (the "Disclosing Party"). Any reports or other documents or items (including

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 15 of 22

software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by the Disclosing Party) publicly known; (b) is furnished by the Disclosing Party to others without restrictions similar to those imposed by this Participating Addendum; (c) is rightfully in the Receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Participating Addendum; (d) is obtained from an independent source without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of either party who can be shown to have had no access to the Confidential Information.

Neither party shall disclose the Confidential Information to any third party, except that the receiving party may disclose Confidential Information to its employees, subcontractors, or Affiliates' employees and subcontractors only: (a) on a "need to know" basis, (b) consistent with the objectives of this Participating Addendum, and (c) pursuant to separate written non-disclosure terms that contractually obligate such employees and subcontractors to maintain the confidentiality of the Confidential Information.

Notwithstanding termination of this Participating Addendum as described herein, the obligations of the Receiving Party with respect to Confidential Information received prior to termination shall continue for three (3) years from the date the Confidential Information was received.

Customer agrees that aspects of the Software and associated documentation, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of Contractor.

30.2 Non-Disclosure. The Receiving Party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Participating Addendum, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The Receiving Party shall use commercially reasonable efforts to assist the Disclosing Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, the Receiving Party shall advise the Disclosing Party immediately if the Receiving Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Participating Addendum and the Receiving Party shall at its expense cooperate with the Disclosing Party in seeking injunctive or other equitable relief in the name of the Disclosing Party against any such person. Except as directed by the Disclosing Party, the Receiving Party will not at any time during or after the term of this Participating Addendum

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")**

**MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")**

And

**State of Utah
(hereinafter "Participating State/Entity")**

Page 16 of 22

disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Participating Addendum, and that upon termination of this Participating Addendum or at the Disclosing Party's request, the Receiving Party shall turn over to the Disclosing Party all documents, papers, and other matter in the Receiving Party's possession that embody Confidential Information. Notwithstanding the foregoing, the Receiving Party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Participating Addendum.

30.3 Injunctive Relief. The parties acknowledge that breach of this Section, including disclosure of any Confidential Information, may cause irreparable injury to the Disclosing Party that is inadequately compensable in damages. Accordingly, the Disclosing Party may seek injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The Receiving Party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

31. Section Intentionally Left Blank.

32. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

33. **WORKERS' COMPENSATION:** The Contractor shall furnish proof to the State, upon request and maintain during the life of this contract, workers' compensation insurance for all its employees who perform work governed by this Agreement as well as any subcontractor employees who perform work governed by this Agreement related to this contract.

34. **LIABILITY INSURANCE:** The Contractor agrees to provide and to maintain during the performance of the contract, at its sole expense Commercial General Liability insurance, with limits of \$1,000,000.00 for each occurrence and \$3,000,000.00 in the annual aggregate, provided that the limits required can be satisfied by any combination of primary and umbrella insurance. It shall be the responsibility of the Contractor to require any of their Subcontractor(s) to secure the same insurance coverage as prescribed herein for the Contractor.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 17 of 22

35. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

36. **SURVIVORSHIP:** This paragraph defines the specific contractual provisions that will remain in effect after the completion of or termination of this contract, for whatever reason: (a) State of Utah Standard IT Terms and Conditions # 2, Contract Jurisdiction, Choice of Law, and Venue; (b) State of Utah Standard IT Terms and Conditions # 17, Secure Protection and Handling of Data; (c) State of Utah Standard IT Terms and Conditions # 18, Notification and Data Breaches; (d) State of Utah Standard IT Terms and Conditions # 26, Copyright; (e) State of Utah Standard IT Terms and Conditions #27, Ownership, Protection, and Use of Records, including Residuals of such records; and (f) State of Utah Standard IT Terms and Conditions # 28, Ownership, Protection, and Use of Confidential Federal, State, or Local Government Internal Business Processes, including Residuals of such confidential business processes; (g) State of Utah Standard IT Terms and Conditions # 29, Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; and (h) State of Utah Standard IT Terms and Conditions # 30, Confidentiality.

37. **WAIVER:** The waiver by either party of any provision, term, covenant or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant or condition of this Contract.

If professional services are applicable to this solicitation/contract, the following terms and conditions apply:

38. Section Intentionally Left Blank.

39. Section Intentionally Left Blank.

40. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 18 of 22

Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.

41. Section Intentionally Left Blank.

42. **WAIVERS:** No waiver by the State or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.

43. **INSURANCE:**

1. To protect against liability, loss and/or expense in connection with the performance of services described under this Contract, the Contractor shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah and with an A.M. Best rating as approved by the State of Utah Division of Risk Management.

2. The following are minimum coverages that may be supplemented by additional requirements contained in the solicitation for this Contract or provided in an Attachment to this Contract; if no insurance limits are identified in the solicitation, insurance minimums will default to Section 34. Liability Insurance Requirements:

(1) **Worker's Compensation Insurance and Employers' Liability Insurance.** Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.

(2) **Professional liability insurance** in the amount as described in the solicitation for this Contract, if applicable, provided that Contractor may self-insure such requirement, by reason of self-insured retention, deductible or otherwise.

(3) Any other insurance described in the solicitation for this Contract, if applicable.

3. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

4. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.

44. **STANDARD OF CARE:** The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract. The Contractor shall be liable to the State of Utah per

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")**

**MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")**

And

**State of Utah
(hereinafter "Participating State/Entity")**

Page 19 of 22

the limitation of liability in the WSCA NASPO Master, for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.

45. STATE REVIEWS, LIMITATIONS: The right of the State to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by the State, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this Contract. No review by the State or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by the State of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law and per the limitation of liability in the WSCA NASPO Master, for all damages to the State caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.

Utah Reporting Requirements

REPORTS AND FEES:

Administrative Fee: The Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The State of Utah Administrative Fee will be .25% (one quarter of 1%) and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract for the period.

Quarterly Reports: The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address salesreports@utah.gov.

Payment and Report Schedule: Payments and reports shall be made in accordance with the following schedule:

All Data Communication Provider's will be required to provide quarterly usage reports to the Utah

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 20 of 22

WSCA-NASPO Contract Administrator or designee. The initiation and submission of the quarterly reports are the responsibility of the Data Communication Contract Provider. You are responsible to collect and report all sales data including your resellers and partners sales associated with your Master Agreement. There will be no prompting or notification provided by the WSCA-NASPO Contract Administrator. The quarterly usage reports are due as follows:

Quarter #1: July 1 through September 30, due annually by November 30.
Quarter #2: October 1 through December 31, due annually by February 28.
Quarter #3: January 1 through March 31, due annually by May 31.
Quarter #4: April 1 through June 30, due annually by August 31.

Timely Reports and Fees: If the Administrative Fee is not paid by the Due Date or Quarterly Reports are not received by the Due Date, then the Contractor will be in breach of the Contract, and the Contract may be canceled for cause.

4. Lease Agreements: Lease agreements are authorized. All lease agreements issued by State of Utah Executive Branch Agencies must follow all State of Utah leasing policies and procedures. Political subdivisions will follow their specific leasing processing and procedures.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Mimi Farr
Address	170 West Tasman Dr., San Jose, CA 95134
Telephone	408-527-2627
Fax	
E-mail	mimnguye@cisco.com

Participating Entity

Name	Jeff Mottishaw
Address	3150 State Office Building, Salt Lake City, Utah 84115
Telephone	801-538-1287
Fax	
E-mail	jmottishaw@utah.gov

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 21 of 22

6. **Subcontractors:** All [contractor] dealers and resellers authorized in the State of Utah, as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: <i>Utah</i>	Contractor: <i>Cisco Systems Inc.</i>
By: <i>Kent D Beers</i>	By: <i>[Signature]</i>
Name: <i>Kent D Beers</i>	Name: <i>Juan Pablo Brockmann</i>
Title: <i>Director, Purchasing</i>	Title: <i>Director, Finance</i>
Date: <i>3/20/14</i>	Date: <i>March 20, 2014</i>

[Additional signatures as required by Participating State]

APPROVED BY LEGAL

For questions on executing a participating addendum, please contact:

WSCA-NASPO	
Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems Inc.
Master Agreement No: AR233
(hereinafter "Contractor")

And

State of Utah
(hereinafter "Participating State/Entity")

Page 22 of 22

E-mail	pstembler@wsca-naspo.org
--------	--

[Please email fully executed PDF copy of this document to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]

