

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems, Inc.
(hereinafter "Contractor" or "Cisco")

Master Agreement No: AR233

And

State of New Hampshire
(hereinafter "Participating State/Entity")

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1. Scope: Contractor and the Division of Purchasing and General Services, an agency of the Lead State have executed State Cooperative Contract, Contract Number AR233 for Data Communications Products and Services 14-19 ("WSCA-NASPO Master Price Agreement" or "Master Agreement"). The Master Agreement, as now or hereafter amended, is incorporated into this addendum ("Participating Addendum") as if set forth at length. This Participating Addendum covers the Data Communications Products and Services 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. Capitalized terms not defined in this Participating Addendum shall have the meaning set forth in the Master Agreement. To the extent of a conflict of terms between the Master Agreement and this Participating Addendum, the order of precedence set forth in Section 1 of Attachment A of the Master Agreement shall apply.

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.

In accordance with State statute RSA 21-I:11 the Department of Administrative Services – Bureau of Purchase & Property is imbued with the authority to purchase goods and services on behalf of the State. The Commissioner of Administrative Services has the legal authority to sign and execute this Participating Addendum. The State of New Hampshire is a member of WSCA.

In accordance with 21-I:17 Additional Purchasing Authority, the director of plant and property management may purchase supplies or services for the legislative or judicial branches whenever the governing body thereof so desires. In addition, within the State of New Hampshire, all state agencies, cities, counties, special districts or precincts, educational entities (i.e. K-12 and Higher Ed) or any other political subdivision, including any nonprofit agency certified under the provisions of section 501(c) of the federal Internal Revenue Code, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum.

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3. Participating State Modifications or Additions to Master Agreement:

The WSCA Cisco Data Communications Products and Services Master Agreement AR-233 between Cisco and the State of New Hampshire shall be modified as follows:

1. Amend Section 12.4 of Attachment A to say:

Notwithstanding the foregoing, Purchaser will not defend and indemnify Cisco against, nor will Cisco be liable for, any IPR Claim, arising from the following:

[Pursuant to New Hampshire RSA 9:20]

2. Delete Section 11 of Attachment A (Indemnification) and replace with the following:

Parties to this contract will not defend, indemnify or 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.

[Pursuant to New Hampshire RSA 9:20]

3. Delete the following from Section 22 of Attachment A (Payment):

Any sum not paid by Purchaser, when due shall bear interest until paid at a rate of 1% per month (12% per annum) or the maximum legal rate, whichever is less.

[Pursuant to New Hampshire RSA 9:19]

4. Amend Section 5 of Attachment A (Confidentiality, Non-Disclosure and Injunctive Relief) to include the following:

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Purchaser will maintain the confidentiality of any material clearly marked by Cisco as confidential provided disclosure is not required pursuant to New Hampshire RSA 91-A ("Right to Know Law"). In the event a request is made, Purchaser will notify Cisco of request and what, if any, material Purchaser believes is subject to release per analysis by Purchaser, as well as the date material will be released.

Cisco agrees that unless it obtains and provides to the Purchaser, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to Cisco.

[Pursuant to New Hampshire RSA 91-A]

5. Delete Section 23 of Attachment A, Exhibit 2 (Attorneys' Fees).

[Pursuant to New Hampshire RSA 9:20]

6. Amend Section 8 (Confidentiality) of Attachment A, Exhibit 2 , to include the following:

Customer agrees to use this Confidential Information solely for the purposes set forth herein. Customer further agrees to maintain the confidentiality of any material clearly marked by Cisco as confidential provided disclosure is not required pursuant to New Hampshire RSA 91-A ("Right to Know Law").

[Pursuant to New Hampshire RSA 91-A]

7.

[Pursuant to New Hampshire RSA 9:20]

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4. Lease Agreements: Contractor's Master Agreement allows for leasing under Section 22 and is available under this Participating Addendum. The terms and conditions of the capital lease financing arrangement will be separately negotiated and set forth in an agreement between the purchaser and either Cisco Capital or its designated and/or approved financing partner.

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

Contractor

Name	Mimi Farr, Sr. Manager
Address	170 West Tasman Drive, San Jose, CA 95134
Telephone	(408) 527-2627
Fax	(408) 608-1802
E-mail	miminguye@cisco.com

Participating Entity

Name	Paul Rhodes, Purchasing Agent
Address	25 Capitol Street, Concord, NH 03301
Telephone	(603) 271-3350
Fax	(603) 271-7564
E-mail	paul.rhodes@nh.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

6. Subcontractors: All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the State of New Hampshire, as shown on the dedicated Contractor's (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement, e.g. for direct order taking, processing, fulfillment or provisioning. The Fulfillment Partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Subject to approval of the Participating State/Entity, and at the sole discretion of Contractor, Contractor may add Fulfillment Partners at any time during the term of this Participating

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Addendum. Contractor may designate a minimum of two Fulfillment Partners and no set maximum number of Fulfillment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

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.

Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or through Contractor for products or services as authorized under this Participating Addendum. Only those Fulfillment Partners approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to Participating State/Entity, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the Participating State/Entity.

The Master Agreement number and the State Contract Number must appear on every Purchase Order placed under this Participating Addendum.

8. Product & Services Offering: The full suite of product and service offerings available under the Master Agreement may be procured under this Participating Addendum.

9. Term: The term of this Participating Addendum shall begin on the *later of* June 1, 2014, or the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

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10. Notices: Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Cisco to **Agreement-notice@cisco.com**); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses set forth Section 5 of this Participating Addendum (and notices to Cisco shall be further addressed to the Office of the General Counsel, Attn: Contract Notice) or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under this Participating Addendum was sent before notice is served.

Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by posting on Cisco.com or by e-mail or fax.

11. Entire Agreement: This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

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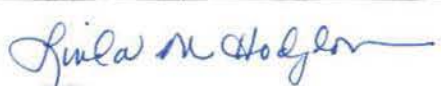

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IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating State: State of New Hampshire	Contractor: Cisco Systems, Inc.
By: 	By: 
Name: <i>Linda M. Holgren</i>	Name: Phil Lozano
Title: <i>Commissioner</i>	Title: Director, Finance
Date: <i>5/14/14</i>	Date: May 21, 2014

[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
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]