

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 Delaware
(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 authorized by that state's statutes to utilize state 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 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.

Within the State of Delaware, all state agencies, cities, counties, municipalities, special districts or precincts, public 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 Contractor's products and services under the terms of this Participating Addendum.

3. **Participating State Modifications or Additions to Master Agreement:**
 - a. **MANDATORY INSURANCE REQUIREMENTS (29 Del. C. §6929)**

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier with an AM Best's rating of A- or better. Vendor must carry the following coverage:

- 1) Commercial General Liability, Including Products Liability - \$3,000,000 per occurrence and in the annual aggregate.
And
- 2) Miscellaneous Errors and Omissions \$3,000,000.00 per claim and in the annual aggregate.
And
- 3) Automotive Liability Insurance covering all automotive units used in the work with

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limits of not less than \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

And

- 4) The vendor shall maintain Workers' Compensation insurance in form and limits required by applicable law, and Employer's Liability insurance with a limit of not less than \$1,000,000 per accident and in the annual aggregate. The vendor is an independent contractor and is not an employee of the State of Delaware.

Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

State of Delaware
Government Support Services
Contract # GSS14579-DATACOMM
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

Note: The State of Delaware shall not be named as an additional insured.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions

b. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

c. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

d. STATE OF DELAWARE BUSINESS LICENSE

Prior to commence performance under this agreement, the Contractor shall either furnish

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Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application, where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P. O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone: 302-577-8778.

<http://revenue.delaware.gov/services/BusServices.shtml>

Information regarding the State of Delaware's decision to enter into this participating addendum will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

e. EMERGENCY TERMINATION OF AGREEMENT

- 1) Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- 2) In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or fulfillment of the order cannot be completed within a reasonable time, the incomplete portions of the order may be cancelled, or the contract may be terminated for convenience upon 30 days' notice to Vendor.

f. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may purchase equivalent product on the open market.

g. REQUIRED REPORTS

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

Vendor will submit quarterly reports electronically in the same format as set forth under the Master Contract in an Excel format and submitted electronically, quarterly, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to contracting@state.de.us. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information,

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quantities procured and prices paid. This report shall include all sales under this contract through the Contractor's reseller/dealer network. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals. Vendors not having activity during a specific month, shall reply with a "no activity" if there is no activity during the reporting period.

h. DELAWARE ECONOMIC IMPACT

Each awarded vendor shall provide an annual report of the economic impact of their operations in Delaware. This report shall be submitted before the end of the third month after the close of the vendor's fiscal year. The following basic information is required under this agreement:

- # of Delaware Locations
- # of Delaware Employees
- Taxes, licenses & Fees Paid to Delaware
 - This may be payroll, franchise, service taxes, etc.
- Major Delaware Investments/ Partnerships
 - Amount paid to Major partners or Suppliers in Delaware
 - Highlight of Delaware MWBE, Veteran, Small Business (SBA criteria) and Disabled Veteran partnerships/ supply chain
 - Rent to Delaware Locations or value of Delaware real property
 - Utility Expenses paid to Delaware utilities

The report shall be submitted to contracting@state.de.us.

i. FUNDING OUT or NON-APPROPRIATION

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. Notwithstanding this section, any cancellation under this provision shall not affect the rights and obligations of either party attending orders outstanding at the time of cancellation.

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j. BILLING

Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Contractor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. .

k. METHOD OF PAYMENT

- 1) For each P.O. issued as part of this contract, the State will pay Authorized Reseller monthly, within thirty (30) days of receipt of the Authorized Reseller's billing, the amount which is legitimately earned by the Authorized Reseller.
- 2) Final settlement for total payment to the Contractor will be made within thirty (30) days from the date of delivery of products, or in the case of Statement of Work-based Services, from the date of an executed Milestone Completion Certificate, and upon receipt of an invoice for subscription-based services.
- 3) No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- 4) The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Contractors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ACI or check. Should the Contractor wish to provide a financial incentive to not process payment by P-Card, they are to prepare a proposal to clearly outline any incentives for alternative payment methods the Contractor is willing to accept. If, at any time, agency or school district is delinquent in payment, or is otherwise in breach of this Participating Addendum, Cisco may, without prejudice to other rights, withhold shipment (including partial shipments) of any order or require agency or school district to prepay for further shipments.

l. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor(s) is to begin any work prior to receipt of a State of

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Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, email, telephone, fax or State of Delaware's credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s). Purchase Orders can be placed for Cisco Services under the WSCA Master Price Agreement AR-233. The provision of such Services, if accepted by Cisco, shall be subject to the terms and conditions set forth in the WSCA Master Services Agreement AR-233, Attachment A, Exhibit 2 (including termination rights of both parties), as well as the then-current terms of service offerings set forth on Cisco's website at: <http://www.cisco.com/legal/services.html>.

m. MINIMUM WAGE RATES

Work performed under this solicitation may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: <http://www.delawareworks.com/industrialaffairs/services/LaborLawEnforcementInfo.shtml#pwl>.

n. PREVAILING WAGE

The prevailing wage law, 29 Del. C. [§6960](#), is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed. [Prevailing Wage Determination](#).

o. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

As a central contract, this agreement shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

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- 1) **Product Orders.** Provided that the ordering agency submits a written request to cancel a Purchase Order to the Fulfillment Partner at least ten (10) days prior to the original scheduled shipping date, and provided, in the case of custom Products, that Cisco has not yet begun manufacturing the custom Products, and except in cases where Products are purchased with implementation Services (including but not limited to design, customization or installation services), then Cisco will accept the cancellation of the Purchase Order on an exception basis, with no cancellation charge. In all other cases where the ordering agency cancels a Purchase Order, a cancellation charge will apply in accordance with the WSCA Master Price Agreement AR-233, Attachment A, Section 19.4.
- 2) **Service Orders.** Purchase Orders can be placed for Cisco Services under the WSCA Master Price Agreement AR-233. The provision of such Services, if accepted by Cisco, shall be subject to the terms and conditions set forth in the WSCA Master Price Agreement AR-233, Attachment A, Exhibit 2 (including termination rights of both parties), as well as the then-current terms of service offerings set forth on Cisco's website at: <http://www.cisco.com/legal/services.html>.

p. TERMINATION OF PARTICIPATING ADDENDUM

As a central contract, this Participating Addendum may be terminated or canceled in accordance with the Master Agreement Terms and Conditions.

- 1) **Termination for Non-Appropriations** - In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such. Notwithstanding this section, any cancellation under this provision shall not affect the rights and obligations of either party attending orders outstanding at the time of cancellation.

q. PUBLICATON, REPRODUCTION AND USE OF MATERIAL

The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

r. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the term of this agreement, unless and until a valid executed purchase order has been approved by the State of Delaware Secretary of Finance, and all

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reasonable procedures of the State of Delaware Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

s. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

t. REMEDIES

Except as otherwise provided in this Participating Addendum, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this addendum, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

u. AUDIT ACCESS TO RECORDS

The Contractor shall maintain all records necessary to properly account for the payments made to the contractor for costs authorized under this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation related to transactions under this Contract shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the subject records. Such access will be 1) with at least ten (10) business days advance written notice, during normal business hours, 3) shall not unduly interrupt or interfere with Contractor's normal business operations, and 4) in the event that such audit is conducted by a third party, such third party shall, prior to conducting such audit, execute a confidentiality agreement for the benefit of Contractor in a form reasonably satisfactory to Contractor. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor.

v. SUBCONTRACTS

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Subcontracting is permitted under this Participating Addendum. However, every subcontractor, authorized representative or reseller shall be identified (Attachment C) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State. The parties agree that such fulfillment partners listed in Attachment C shall not be authorized to sell under this Contract until they complete all necessary paperwork and their names are listed on the dedicated Contractor's (cooperative contract) website as described in Section 6 below.

The Contractor shall be responsible for compliance by the subcontractor or reseller with all terms, conditions and requirements of the Master Agreement and this Participating Addendum and with all local, State and Federal Laws. The Contractor shall be liable for any noncompliance by any subcontractor or reseller. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

w. CONTRACTOR EMERGENCY RESPONSE POINT OF CONTACT

The Contractor shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the Contractor.

x. CONFIDENTIALITY AND DATA INTEGRITY

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored: e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency/School District data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware, and the State grants to Contractor a non-exclusive license to use the data generated to the extent necessary to perform the Services hereunder. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor and the State of Delaware have signed a mutually agreeable Non-Disclosure Agreement (NDA) effective March 22, 2013. The mutual NDA shall safeguard the confidentiality and integrity of each party's confidential information. If the Contractor

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utilizes service partners or service alliances in the performance of work, the Contractor may be required to secure an applicable signed confidentiality statement from such service providers prior to their beginning work.

y. SECURITY

As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Treats. The document is available at www.sans.org/top20.htm for review by the Purchaser. The Vendor generally aligns with the Top 20 Critical Security controls and will use commercially reasonable efforts to comply to the extent such controls do not conflict with Vendor's own internal security controls. It is the responsibility of the Purchaser to run and install the appropriate updates when the product is first used by the customer, provided the purchasing agent orders the appropriate commercially available security software to be factory-loaded, the Contractor will make commercially reasonable efforts to provide Cisco branded systems that are, at the time of shipment, free of known viruses.

z. ENTERPRISE STANDARDS AND POLICIES

The Contractor generally aligns with the State of Delaware's Enterprise Standards and Policies as of the date of the Participating Addendum, <http://dti.delaware.gov/information/standards-policies.shtml>, and to the extent such standards and policies do not conflict with Contractor's own policies, Contractor will use commercially reasonable efforts to comply.

aa. NO PRESS RELEASES OR PUBLIC DISCLOSURE

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this agreement, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this agreement shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the Vendor from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

bb. DOCUMENT EXECUTION

The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) to make payments to Fulfillment Partners. Contractor must also complete the Delaware Substitute

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W-9 Form. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for "matching." If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services

4. Lease Agreements: Contractor's Master Agreement allows for leasing under Section 22. 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. Equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by Agencies and any restrictions or requirements for the use of the lease agreement language in the Master Agreement.
5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State

Name	Jeff Mottishaw
Address	3150 State Office Building Capitol Hill Salt Lake City, UT 84114-1061
Telephone	801-538-1287
Fax	801-538-3882
E-mail	jmottishaw@utah.gov

Contractor

Name	Mimi Farr
Address	Cisco Systems, Inc. 170 W Tasman Dr San Jose, CA 95134-1700
Telephone	408-527-2627
Fax	408-608-1802
E-mail	mimnguye@cisco.com

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Participating Entity

Name	Courtney McCarty
Address	100 Enterprise Place Suite # 4 Dover, DE 19904-8202
Telephone	302-857-4557
Fax	302-739-3779
E-mail	courtney.mccarty@state.de.us

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 by the State of Delaware, 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 quoting, direct order taking, processing, fulfillment, provisioning, and performing maintenance/warranty services). 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 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.

The Contractor shall be responsible for compliance by the Fulfillment Partner with all terms, conditions and requirements of the Master Agreement and this Participating Addendum and with all local, State and Federal Laws. The Contractor shall be liable for any noncompliance by any subcontractor or reseller. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting and administrative requirements.

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Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative requirements.

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 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.
10. **Notices:** Notwithstanding anything contained in the Master Agreement to the contrary,

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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 Delaware
(hereinafter "Participating State/Entity")

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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.

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

Participating State: Delaware	Contractor: Cisco Systems, Inc.
By: 	By: 
Name: William W. Pickrum	Name: Phil Lozano
Title: Deputy Director, Government Support Services	Title: Director, Finance
Date: 7/3/14	Date: July 1, 2014

APPROVED BY LEGAL

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Attachment C

List of authorized Cisco fulfillment partners as of the Effective Date:

- Core BTS, Inc.
- ePlus Technology, Inc.
- Integration Logistics, Inc.
- MTM Technologies, Inc.
- NWN Corporation
- Presidio Networked Solutions, Inc.

As described in Section 3.v of the Participating Addendum, any substitutions in or additions to the above list of fulfillment partners is subject to the prior written approval of the State. The fulfillment partners listed above are not be authorized to sell under this Contract until they complete all necessary paperwork and their names are listed on the dedicated Contractor's (cooperative contract) website as described in Section 6.

WSCA-NASPO
COOPERATIVE PURCHASING
ORGANIZATION, LLC

