

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 Montana
(hereinafter "Participating State" or "State")

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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.

COOPERATIVE PURCHASING: All State of Montana governmental entities and all Montana registered Cooperative Purchasing Organizations, which are (i) within the State of Montana and (ii) registered with the State of Montana Procurement Services Bureau, are authorized to purchase products and/or services under the terms and conditions of this Participating Addendum (each, an "Authorized Montana Procurement Unit"). Such entities are subject to all applicable State of Montana standards, policies, and procurement laws. Notwithstanding anything to the contrary herein, in no event shall any public procurement unit of any other state, any agency of the United States, or any tribal procurement unit (other than any Montana tribal procurement unit which qualifies as an Authorized Montana Procurement Unit) be authorized to purchase Products and/or Services under this Participating Addendum. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this Participating Addendum will be offered to these Authorized Montana Procurement Units. However, the State Procurement Bureau makes no guarantee of any public Authorized Montana Procurement Unit participation in this contract.

Within the State of Montana, 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,

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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:

ACCESS AND RETENTION OF RECORDS: Contractor agrees to provide the department, Legislative Auditor, or their authorized agents access to those sales orders, invoices and other documents directly related to this Participating Addendum necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to retain records supporting the services rendered or supplies delivered for a period of eight (8) years after either the completion date of the Participating Addendum or the conclusion of any claim, litigation, or exception relating to the Participating Addendum taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: Contractor shall not assign, transfer or subcontract any portion of the Participating Addendum without the express written consent of the department. (Section 18-4-141, MCA.) Notwithstanding the foregoing, the Participating State hereby consents to the assignment/subcontract paragraph in the Master Agreement.

COMPLIANCE WITH LAWS: Contractor shall, in performance of work under this Participating Addendum, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973 to the extent applicable to Contractor's provision of products and services hereunder. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this Participating Addendum will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

NON-COMPLIANCE WITH DEPARTMENT OF ADMINISTRATION REQUIREMENTS: The Department of Administration, pursuant to section 2-17-514, MCA, retains the right to cancel or modify any contract, project or activity that is not in compliance with the Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

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NON-EXCLUSIVE CONTRACT: The intent of this Participating Addendum is to provide state agencies with an expedited means of procuring supplies and/or services. This Participating Addendum is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

REDUCTION OF FUNDING: The State must by law terminate this Participating Addendum if funds are not appropriated or otherwise made available to support the State's continuation of performance of this Participating Addendum in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Participating Addendum (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this Participating Addendum as required by law. The State shall provide Contractor written notice of the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the Participating Addendum not been terminated under this provision. Notwithstanding the foregoing, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

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VENUE: The interpretation of this Participating Addendum or any order placed against the Participating Addendum are governed by the laws of Montana without reference to Montana's conflict of laws principles. The parties agree that any litigation concerning this Participating Addendum or an order placed against the Participating Addendum must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

To the extent of a conflict in terms between the WSCA-NASPO Master Agreement and this Participating Addendum, the following descending order of precedence shall apply:

1. Participating Addendum "Statutory Requirements"
2. Participating Addendum (remainder of addendum)
3. WSCA Master Agreement

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 the Participating State.

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	408-608-1802
E-mail	mimnguye@cisco.com

Participating Entity

Name	Rick Dorvall
Address	125 North Roberts St., Helena, MT 59620
Telephone	406-444-3366
Fax	406-444-2529
E-mail	rickdorvall@mt.gov

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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 Montana, 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, 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.

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

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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. Failure to provide a number may delay payment to the Contractor.

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.

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 Contractor 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 Contractor 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.

Changes in Contractor's pricing, Software license terms, policies or programs affecting the services provided under this Participating Addendum may only be made upon the parties' mutual written agreement.

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

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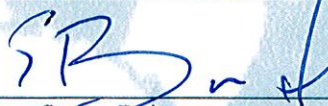

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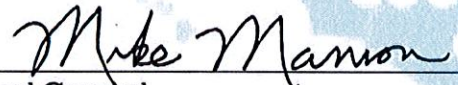
communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

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

Participating State: Montana	Contractor: Cisco Systems, Inc.
By: 	By: 
Name: Steve Baiamonte	Name: Brian Dulac
Title: Administrator	Title: Controller, Finance
Date: 29 July 2014	Date: July 26, 2014

Approved as to Legal Content:

APPROVED BY LEGAL

 7-18-14
Legal Counsel (Date)

Chief Information Officer Approval:

 7-21-14
Chief Information Officer (Date)
Department of Administration